

Oversight Board (to the Successor Agency to the Turlock Redevelopment Agency) Meeting Agenda

NOVEMBER 13, 2012

1:00 p.m.

City of Turlock

Yosemite Conference Room, 2nd Floor

156 S. Broadway, Turlock, California



NOTICE REGARDING NON-ENGLISH SPEAKERS: The Board meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

EQUAL ACCESS POLICY: If you have a disability which affects your access to public facilities or services, please contact the City Clerk's Office at (209) 668-5540. The Board is committed to taking all reasonable measures to provide access to its facilities and services. Please allow sufficient time for the City to process and respond to your request.

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the Board on any item appearing on the agenda, including Consent Calendar and Public Hearing items, before or during the Board's consideration of the item; however, no action may be taken on matters that are not part of the posted agenda.

CHALLENGING BOARD DECISIONS: If a person wishes to challenge the nature of the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the Board, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

AGENDA PACKETS: Prior to the Board meeting, a complete Agenda Packet is available for review on the City of Turlock's website at www.cityofturlock.org and in the Board Secretary's Office at 156 S. Broadway, Suite 230, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Agency after distribution of the Agenda Packet are also available for public inspection in the Board Secretary's Office. Such documents may be available on the City's website subject to staff's ability to post the documents before the meeting.

1. **A. CALL TO ORDER**
 - B. SALUTE TO THE FLAG**

2. **DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS**

3. **CONSENT CALENDAR:**
 - A. Motion: Accepting Minutes of the September 25, 2013 Special Meeting of the Oversight Board to the Successor Agency to the Turlock Redevelopment Agency

4. **PUBLIC HEARINGS:** None

5. SCHEDULED MATTERS:

- A. Request to approve a Long-Range Property Management Plan addressing the disposition and use of former Redevelopment Agency properties, and approve the disposition and transfer of those properties identified in the Plan as governmental use, enforceable obligation, or future development properties to the City of Turlock in conformance with the Plan and the dissolution law. *(Pitt)*

Recommended Action:

Resolution: Approving a Long-Range Property Management Plan addressing the disposition and use of former Redevelopment Agency properties, and approving the disposition and transfer of those properties identified in the Plan as governmental use, enforceable obligation, or future development properties to the City of Turlock in conformance with the Plan and the dissolution law

6. CITIZEN PARTICIPATION:

Any member of the public may address the Board on items within the Board's subject matter jurisdiction but which are not listed on this agenda during Public Comment; however, no action may be taken on matters that are not part of the posted agenda.

7. BOARD ITEMS FOR FUTURE CONSIDERATION

8. BOARD COMMENTS

Board Members may provide a brief report on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

9. ADJOURNMENT

September 25, 2013
1:00 p.m.

DRAFT

3A

MINUTES
Special Meeting
Oversight Board to the
Successor Agency to the
Turlock Redevelopment Agency

Ahwahnee Conference Room (Municipal Services, 2nd Floor)
City of Turlock, 156 S. Broadway, Turlock, California

1. **A. CALL TO ORDER** –Chairman Andre called the meeting to order at 1:00 p.m.
PRESENT: Board Members Steve Boyd, Sonny Da Marto, Abe Rojas, Roy Wasden (*arrived at 1:02 p.m.*) and Chairman Curt Andre
ABSENT: Board Members Vito Chiesa and John Lazar

B. SALUTE TO THE FLAG
2. **CITIZEN PARTICIPATION:** None present.
3. **STAFF UPDATES:** None
4. **DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:** None
5. **CONSENT CALENDAR**
Action: Motion by Board Member Rojas, seconded by Board Member Da Marto, and carried with Board Members Chiesa and Lazar absent, to adopt the consent calendar as follows:
 - A. Motion: Accepting Minutes of the February 27, 2013 Special Meeting of the Oversight Board to the Successor Agency to the Turlock Redevelopment Agency
6. **SCHEDULED MATTERS:**
 - A. City of Turlock Sr. Accountant Marie Lorenzi presented the staff report on the request to approve a Recognized Obligation Payment Schedule for the Six-Month Fiscal Period from January 1, 2014 through June 30, 2014, and Taking Certain Related Actions.

Chairman Andre asked for public comment. No one spoke. Chairman Andre closed public comment.

Action: **Resolution No. OB-2013-007** Approving a Recognized Obligation Payment Schedule for the Six-Month Fiscal Period from January 1, 2014 through June 30, 2014, and Taking Certain Related Actions was introduced by Board Member Da Marto, seconded by Board Member Boyd, and carried Board Members Chiesa and Lazar absent.
7. **BOARD ITEMS FOR FUTURE CONSIDERATION:** None
8. **BOARD COMMENTS:** None

DRAFT

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*MINUTES
Oversight Board
September 25, 2013
Page 2*

9. ADJOURNMENT

Motion by Board Member Rojas, seconded by Board Member Wasden, to adjourn the meeting at approximately 1: 15 p.m.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
Board Secretary

DRAFT

5A

OVERSIGHT BOARD
TO SUCCESSOR AGENCY TO THE
TURLOCK REDEVELOPMENT AGENCY

SYNOPSIS

November 13, 2013

**TITLE: ADOPTION OF A LONG RANGE PROPERTY MANAGEMENT PLAN
OF THE SUCCESSOR AGENCY TO THE TURLOCK
REDEVELOPMENT AGENCY**

REPORT PREPARED BY: Maryn Pitt, Assistant to the City Manager for Housing
and Economic Development, as Successor Agency
Staff

ACTION RECOMMENDED:

Resolution: Approving a Long-Range Property Management Plan addressing
the disposition and use of former Redevelopment Agency
properties, and approving the disposition and transfer of those
properties identified in the Plan as governmental use, enforceable
obligation, or future development properties to the City of Turlock in
conformance with the Plan and the dissolution law

EXECUTIVE SUMMARY:

Per Assembly Bill 1484 ("AB 1484"), successor agencies are allowed to move ahead with new property transactions or conclude previously initiated transactions, once a "finding of completion" is received from the California Department of Finance ("DOF"). Before any transaction can be authorized, the successor agency is first required to prepare and get approval of a "long-range property management plan" addressing the disposition and use of real properties previously owned by the redevelopment agency. The long-range property management plan must be submitted to the oversight board and DOF for approval no later than six months following receipt of the finding of completion.

The long-range property management plan (the "Property Management Plan") prepared by City staff on behalf of the Turlock Redevelopment Successor Agency lists the former Redevelopment Agency properties in four categories: 1) properties retained for governmental use; 2) properties used to fulfill enforceable obligations; 3) properties retained for future development; and 4) properties slated for immediate sale. Staff has prepared the Property Management Plan for the properties formerly owned by the Redevelopment Agency (included as *Exhibit A* to the proposed Resolution), which includes complete property descriptions for each site within these categories. As of the writing of this report, approval of the Property Management Plan by the City Council acting as the Turlock Successor Agency governing body is expected on December 10, 2013.

SUCCESSOR AGENCY RECOMMENDATION

Per the revised legislation dissolving redevelopment agencies, Assembly Bill 1484 ("AB 1484") enacted on June 27, 2012, successor agencies are given certain powers after they obtain a finding of completion from the California Department of Finance. Among them, successor agencies are required to prepare and submit a long-range property management plan addressing the disposition and use of real properties formerly owned by the dissolved redevelopment agency.

AB 1484 provides that the long- range property management plan once approved will govern the future disposition and use of these properties and will supersede all other provisions in the law relating to the use or disposition of former redevelopment agency property.

ANALYSIS

Governmental Use Properties

The properties discussed in this section of the Property Management Plan are proposed for continuation in governmental use. Under AB 1484, they will be transferred to and/or retained by the City for the City's governmental use. All of the properties listed in this category, are currently in governmental use serving the governmental needs of the City. As examples of governmental purpose properties, the dissolution law includes roads, school buildings, parks, police and fire stations, libraries, and local agency administrative buildings, although this does not appear to be an exclusive list.

Properties for Immediate Sale

The properties discussed in this section of the Property Management Plan are proposed for sale by Turlock Successor Agency. Most are currently owned by the City and will be transferred to the Successor Agency for sale. The properties will be sold for fair market value at their highest and best use. The Turlock Successor Agency will follow the City's rules and procedures for disposing of surplus properties. The Plan provides that net proceeds from the sales will be distributed as property tax to each taxing entity in an amount proportionate to each entity's share of property tax revenues pursuant to AB 1484.

COST SUMMARY/IMPLICATIONS

There is no direct cost implication for the Turlock Successor Agency or the taxing entities from the transfer of governmental use properties or properties to fulfill an enforceable obligation. But these transfers result in reductions to the assets held by Successor Agency which, in a few cases, could otherwise be sold and produce funds for distribution to the taxing entities.

**Long Term Property Management
Plan**

City of Turlock Successor Agency

2013



***City of Turlock
156 South Broadway, Suite 230
Turlock, California 95380
(209) 668-5540
www.turlock.ca.us***

***As required by Section 34191.5(c) (2) of the
California Health and Safety Code***

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Long Range Property Management Plan

Successor Agency to the former Turlock Redevelopment Agency

Introduction

On June 27, 2012, Govern Jerry Brown signed into law Assembly Bill 1484, (AB 1484), a budget trailer bill that made substantial changes to the redevelopment agency dissolution process implemented by Assembly Bill 1X26. One of the key components of AB 1484 is the requirement that all successor agencies develop long-range property management plans that governs the disposition and use of the former redevelopment agency property. This document is the Long Range Property Management Plan for the Successor Agency to the former Turlock Redevelopment Agency (Successor Agency).

Summary of Properties owned by the Successor Agency

1. 301 Starr Avenue, Turlock (APN 042-022-083)
2. 129 South Broadway, Turlock
3. 226 N Broadway
4. 244 North Broadway
5. 400 B Street

Inventory

Section 34191.5 ©(1) of the California Health and Safety Code, which was added as part of AB 1484, requires that the Long Range Property Management Plan include an inventory of all properties held in the Community Redevelopment Property Trust Fund. For the Turlock Successor Agency, this includes five parcels referenced in the prior section. As per the statute, each of these parcels is described separately.

Use or Disposition of properties

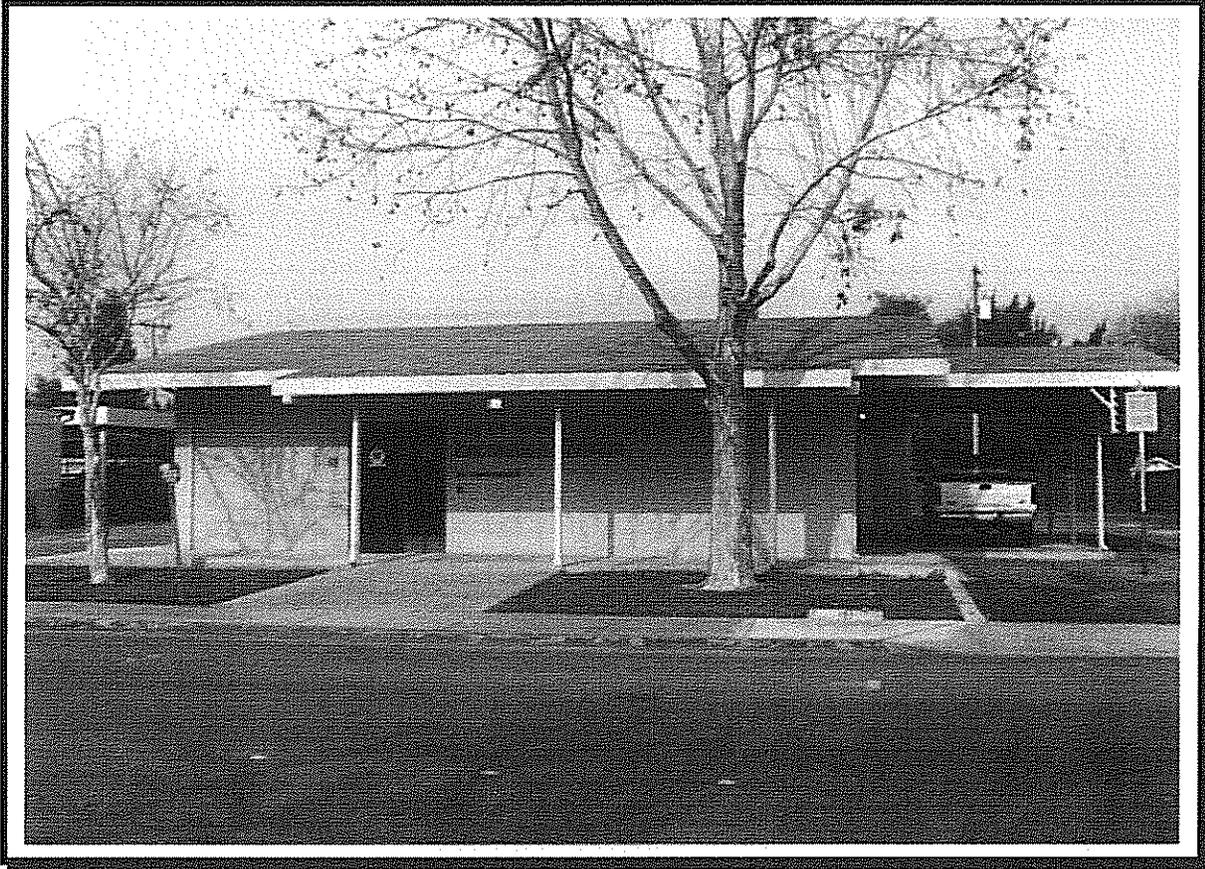
Section 34191.5(c) (2) of the Health and Safety Code requires that Successor Agencies address the use or disposition of all properties in the Community Redevelopment Trust Fund. The properties can be retained for governmental use, retained for future development, sold or used

to fulfill an enforceable obligation. The legislation goes on to state the following:

- *The plans should separately identify and list properties dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.*
- *Property intended to be used for a project identified in an approved redevelopment plan will be transferred to the host city or county.*
- *If the successor agency plans to liquidate the property or use the revenues from the property for any purpose other than fulfilling an enforceable obligation or for a contemplated redevelopment project, the proceeds from the sale shall be distributed as property tax to the taxing entities.*

The utilization of property contained in this plan is included in each subject parcel detail.

Parcel #1 - 301 Starr Avenue, Turlock



Date of Acquisition and its value at that time, and an estimate of current value.

The subject parcel was acquired by the Redevelopment Agency on July 15, 2011 for \$325,000. Its current estimated value is approximately \$325,000. An appraisal was conducted February 2010 by a certified appraiser.

The purpose for which the property was acquired.

The purpose of the acquisition was to redevelop the site with affordable housing which is consistent with the neighborhood.

Parcel data for each property, including address, lot size and current zoning.

The subject parcel, 301 Starr Avenue, APN #042-022-083 is 25,565 square feet and includes a 3,021 square foot office building and a detached 960 square foot storage building. Other site improvements include steel and chain link fenced enclosure, perimeter site fencing, asphalt parking, etc.

The subject neighborhood boundaries can reasonable by described as Canal Drive, one block to the south, Berkeley Avenue five blocks to the east, Geer Road, two blocks to the west and Hawkeye Avenue three blocks to the north. This rectangular shape contains mostly older established residential uses, primarily single family homes. Scattered throughout this area, are several multi-family projects that include condominiums and apartment complexes. Immediately south of the subject property across Starr Avenue is the Superior Court building and beyond that is the former City of Turlock Police Department and Turlock Irrigation district headquarters.

To the east and north of the subject, there are several multi-family projects which are consistent with the zoning for this part of the subject neighborhood.

As estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for disposition of those revenues.

The property is currently leased to Haven Women’s Center of Stanislaus, a nonprofit agency that serves as a catalyst for individual empowerment and societal change. Haven promotes safety and healing for women and children impacted by domestic or sexual violence, dedicate itself to a non-judgmental, holistic, client centered approach through advocacy, education and supportive services and believes in honoring our heritage, and validating the feelings and experiences of the many lives touched by violence against women.

In December 2013, Haven Women's Center will celebrate 36 years of service to women and children in Stanislaus County. Haven is a feminist-based agency that operates with the philosophy that gender-based societal barriers toward women still exist in the forms of violence and discrimination because of gender, race, age, culture, religious preference, sexual orientation or developmental or physical ability. Haven is dedicated to serving as an agent of social change while supporting individual women to strive for equity and empowerment.

The center was founded in 1977 as Haven/Stanislaus Women's Refuge Center providing domestic violence support services to battered women and their children in Stanislaus County. The following year, Haven was awarded one of six grants in the state of California to establish pilot shelter programs.

In the Turlock location, Haven currently offers a number of domestic violence related services including legal services, one-on-one counseling, case management, children's groups, support groups, crisis intervention and teen's groups.

Any history of environmental contamination or remediation efforts.

There is no known contamination of the subject parcel at this time.

A description of the property's potential for transit oriented development and the advancement of the planning objectives of the successor agency.

The subject parcel is part of a mixed use neighborhood, centrally located in the community of Turlock and in close proximity to major traffic and transit routes as well as supportive neighborhood services.

A brief history of previous proposals and activities, including rental or lease of the property.

As previously mentioned, the site is currently leased to Haven's Women Center of Stanislaus for a period of five years.

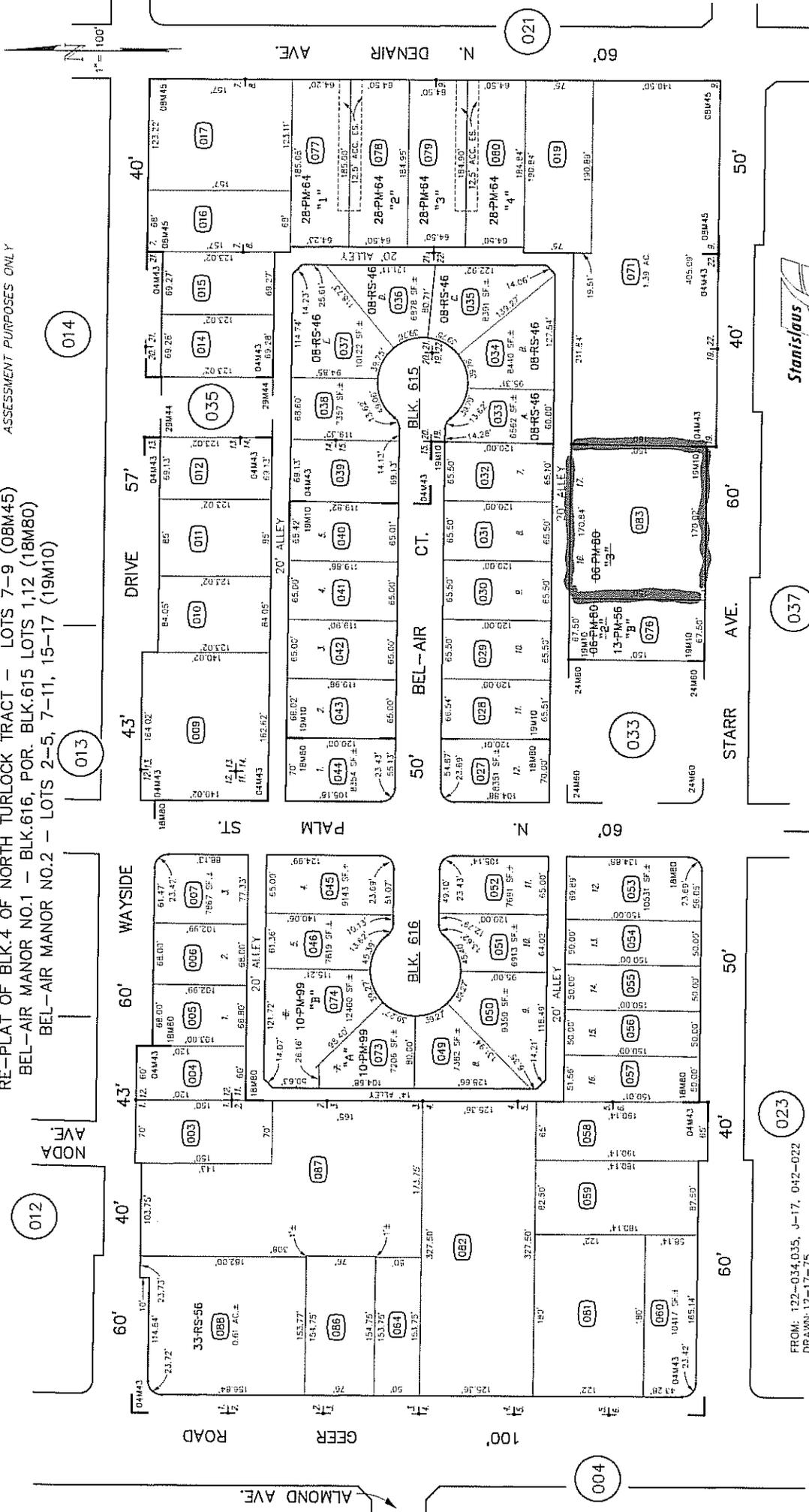
Use or disposition of property.

The Successor Agency intends to deed the subject parcel to the City of Turlock's Housing program to begin compiling financing to move forward with the affordable housing project using United states Department of Housing and Urban Development funds.

POR. NW. 1/4 SECTION 14 T.5S. R.10E. M.D.B.& M.
 LINDQUIST TRACT - LOTS 1-6,13,19,21,22, POR. 11,12,14,15,20 (04M43)
 RE-PLAT OF BLK.4 OF NORTH TURLOCK TRACT - LOTS 7-9 (08M45)
 BEL-AIR MANOR NO.1 - BLK.616, POR. BLK.615 LOTS 1,12 (18M80)
 BEL-AIR MANOR NO.2 - LOTS 2-5, 7-11, 15-17 (19M10)

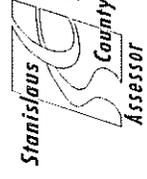
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THIS MAP FOR
 ASSESSMENT PURPOSES ONLY



FROM: 122-034,035, J-17, 042-022
 DRAWN: 12-17-75
 REVISED: 11-08-88, 01-22-97, 07-23-02 DH, 12-06-04 DH, 08-16-13 (V) MB.

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59,66,97,05,14

301 Starr Avenue

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Parcel #2 - 129 S Broadway, Turlock (APN # 061-016-039)

Insert picture of parking lot

Date of Acquisition and its value at that time, and an estimate of current value.

The property was purchased by the City more than 25 years ago. The purchase price is not known at this time.

The purpose for which the property was acquired.

Public parking lot.

Parcel data for each property, including address, lot size and current zoning.

The subject parcel at 129 South Broadway is approximately 13,737.3 square feet in size. It is zoned for public purposes.

An estimate of the current value of the parcel, including any appraisal information, if available.

Not known at this time.

As estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for disposition of those revenues.

The Successor Agency intends to retain the property in the name of the City of Turlock as a public parking lot to serve the downtown area.

Any history of environmental contamination or remediation efforts.

None known.

A description of the property's potential for transit oriented development and the advancement of the planning objectives of the successor agency.

Not known at this time.

A brief history of previous proposals and activities, including rental or lease of the property.

There have not been any leasing activities that involve the subject parcel.

THIS MAP FOR
ASSESSMENT PURPOSES ONLY

POR. SW 1/4 SECTION 14 T.5S. R.10E. M.D.B.& M.

POR. CITY OF TURLOCK - BLOCKS 301, 302, 506 & 507 (09M25)

018

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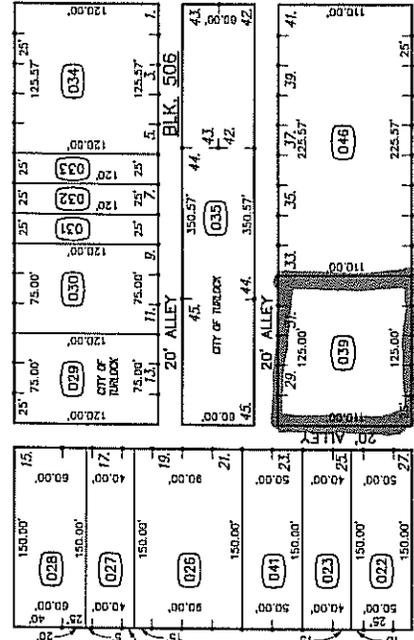
100' UNION PACIFIC RAILROAD

60' N. FIRST STREET

S. FIRST STREET

90' W. OLIVE AVENUE 80'

STREET



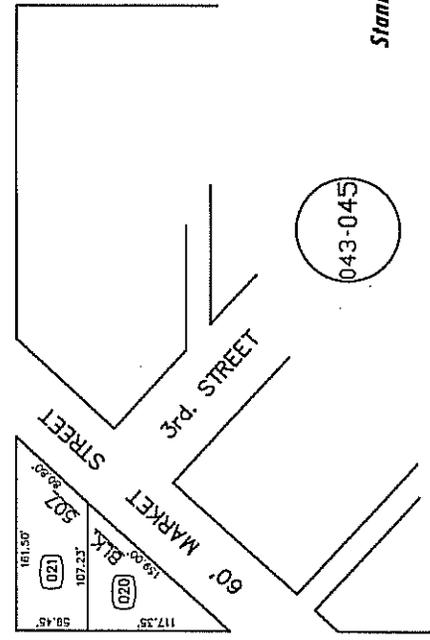
66' A STREET

043-049

76' N. BROADWAY AVENUE

S. BROADWAY AVENUE

80' WEST MAIN STREET

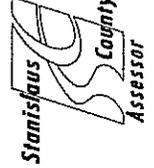


015

LEXINGTON AVENUE

LANDER AVENUE

W. OLIVE AVENUE



FROM: 123-01, 02 & 124-36, 37
 DRAWN: 5-21-88
 REVISED: 10-27-92, 10-4-00 DH, 12-10-04 DH, 5-28-09(V) MF

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Parcel #3 -244 N Broadway, Turlock

Insert pictures

Date of Acquisition and its value at that time, and an estimate of current value.

The City served as the lender using CDBG funds for the acquisition and rehabilitation of the house on the subject parcel in 2005. In early 2006, the Carnegie Arts Center which is on the adjacent parcel burned and heavily damaged the home which was in the process of undergoing renovation. It was subsequently demolished and stayed vacant until the development of the Public Safety Facility in 2009.

The purpose for which the property was acquired.

Develop affordable housing units.

Parcel data for each property, including address, lot size and current zoning.

Formerly downtown overlay and community commercial. The subject parcel is now zoned for public use.

An estimate of the current value of the parcel, including any appraisal information, if available.

The subject parcel is now part of the larger parcel that is the site of the new Public Safety Facility.

As estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for disposition of those revenues.

The Successor Agency intends to retain the property in the name of the City of Turlock as a part of the Public Safety Facility.

Any history of environmental contamination or remediation efforts.

None known.

A description of the property's potential for transit oriented development and the advancement of the planning objectives of the successor agency.

There is no potential.

A brief history of previous proposals and activities, including rental or lease of the property.

Parcel # 4 - 226 N Broadway



**Former Smith
Chevrolet Site**

Date of Acquisition and its value at that time, and an estimate of current value.

Subject parcel was purchased in February 2000 for \$637,000.

The purpose for which the property was acquired.

The intent was to redevelop the site into an affordable housing project. Full history of site is attached.

Parcel data for each property, including address, lot size and current zoning.

Zoning on the subject parcel was previously community commercial with a downtown overlay.

The parcel has been redeveloped as part of the new Public Safety facility and the parcel has been merged with adjacent parcels in 2011.

An estimate of the current value of the parcel, including any appraisal information, if available.

Not known at this time.

As estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for disposition of those revenues.

The Successor Agency intends to retain the property in the name of the City of Turlock as a part of the new Public Safety facility for public purposes.

Any history of environmental contamination or remediation efforts.

The City was required as part fo the construction of the Public Safety Facility to remediate some soil contamination from an old auto repair shop on an adjacent parcel.

A description of the property's potential for transit oriented development and the advancement of the planning objectives of the successor agency.

None.

A brief history of previous proposals and activities, including rental or lease of the property.

See attached history.

History/Highlights

(See file for additional details and correspondence)

Project: Old Smith Chevrolet Site Purchase
Address: 266 N. Broadway, Turlock

See also for Info.:
Files: Environ.,
Appraisals, Mixed-
use, Demo.,
Expenses.

	Date	Description of action	highlight
1998		Old Smith Chevrolet Site	
	5/4/1998	Memo to city manager regarding possible property purchase	Phase I Environmental
	12/7/1998	Phase I Environmental Site Assessment was completed and paid by American Housing Construction	
1999		Old Smith Chevrolet Site	
	#####	Phase II Subsurface Environmental Site Assessment was completed and paid by Old Smith Chevrolet owners.	Phase II Environ.
	12/9/1999	Meeting with Albert Otero of American Housing Construction.	
2000		Old Smith Chevrolet Site	
	1/10/2000	Publish Notice in Turlock Journal of Public Meeting regarding transfer of funds from rehab to affordable housing in the amount of \$237,000. Requires 30 day comment period	
	1/11/2000	Asbestos survey on the building were completed and paid by Smith Chevrolet owners	Asbestos Survey
	1/14/2000	Results and Findings: Phase II subsurface Environmental Site Assessment by Krazan & Associates, Inc.	
	2/10/2000	Public Meeting held to receive comments on the transfer of \$237,000.	
	2/10/2000	Environmental review of the site based upon CDBG and NEPA regulations, 18 day comment period	
	2/22/2000	City Council Agenda action #1: Approve transfer of funds from rehab to affordable housing in the amount of \$237,000. Action #2: City Council authorization to use \$537,000 in CDBG funds to purchase the Smith Chevrolet site. \$1000,000 to come from RDA housing set-a-side, for a total purchase price of \$637,000.	Purchase Authorized \$632,000
	2/22/2000	City County Agenda- Authorization to sign agreement for the purchase of the Smith Chevrolet Site	Resolution 2000-023
	2/22/2000	City County Agenda- Authorizing the transfer of funds in 190 to purchase the smith Chevrolet site.	Resolution 2000-022
	2/22/2000	Redevelopment Council Meeting- Authorizing the purchase	RDA Resolution 2000-002
	2/28/2000	Contract Agreement Escrow Instructions, Fidelity Title (buyers copy dated 2/28/00), Preliminary report approval.	
	3/1/2000	Agreement for the purchase and sale of real property and joint escrow instructions signed. \$632,000.	Sale Agreement signed
	3/1/2000	Lease, Reimbursement, and Relocation Agreement signed. \$1,000 per month	Lease signed
	3/3/2000	Grant Deed Recorded (#DOC-2000-0016456-00)	
	3/6/2000	Check returned from escrow \$480.57 with closing statement.	
3/8/2000	Title Insurance Received from Fidelity National Title (209) 632-9995		
2001		Old Smith Chevrolet Site	
	3/7/2001	Sonitrol Security System Agreement signed	
	6/1/2001	Tax refund claimed. Julie processed paperwork around May	
	2/27/2001	City Council Meeting- Funds transfer for Maintenance of site.	Resolution 2001-

2002		Old Smith Chevrolet Site	
	2/12/2002	City Council Meeting- Smith Chevrolet site demolition bid approval, \$58,800, 193/504-12-01. Project# 6565. City approves the demolition of the building on the Old Smith Chevrolet site using HUD HOME funds.	Motion-Demolition
	2/26/2002	Appraisal completed of 210 & 218 N. Broadway by Robert W. Brunton, \$600.00	
	3/26/2002	City Council Meeting- Mixed use agreement. City hires Racestudio consulting firm to make recommendations as to how the mixed use-affordable housing development should be planned out.	Motion-Mixed Use
	6/25/2002	City Council Meeting- Authorizing Change orders 1 and 2 for site demolition, \$12,065.74	Motion-Demo. Change Orders
2003		Old Smith Chevrolet Site	
	6/5/2003	Environmental Monitoring of CDBG and HOME	Monitoring
2004		Old Smith Chevrolet Site	
	2/19/2004	Environmental paperwork submitted to Ernest Molins including EA, SHPO letter, FONSI/NOI, 58.6 form and proof of publication.	Environmental to HUD
	7/26/2004	Conference call with HUD. (See August 04 letter from HUD)	
2005		Old Smith Chevrolet Site	
	1/18/2005	HUD Response letter. HUD will not require repayment of funds for the project. Additional CDBG or HOME funds is prohibited on this project.	
	6/14/2005	City Council Resolution extending the period to initiate activities	Reso# 2005-110
2006		Old Smith Chevrolet Site	
	Jan-06	City staff meets with the neighborhood to help resolve their concerns regarding the homeless population congregating at the Broadway Park and the proposed development of the Old Smith Chevrolet site.	
	Feb-06	Central Valley Coalition for Affordable Housing provides a proposal for developing affordable housing	
	Feb-06	City begins discussions with the County regarding the construction of a regional library on part of the Old Smith Chevrolet site. County indicated they are open to the proposal and agree to explore concept.	
	Feb-06	Count informed City they need more parking space in order to agree to construct a regional library in Turlock.	
	3/16/2006	Received appraisal from Cogdill & Giomi for the Old Smith Chevrolet properties for the amount of \$1,719,000	
	Apr-06	City explores the idea of buying properties with RDA funds and pay off CDBG, HOME, and RDA Housing Set Aside at full market value. This way the proposal library, the commercial development and the Carnegie Arts Center could all be tied in together.	
	Jun-06	RDA in 2006 issues bond for a variety of projects. The acquisition of the Old Smith Chevrolet site is included in the bond program budget.	
	Oct-06	Staff envisions city staff, county staff and members of the library committee, downtown business community representatives, and project area neighbors with City Council and Planning Commission participation working as an ad hoc group to give shape and form to this project	

Parcel #5 - 400 B Street (APN #043-048-039)

Date of Acquisition and its value at that time, and an estimate of current value.

The subject parcel was purchased in February 2005 for the purposes of becoming an Emergency Cold Weather Homeless Shelter for \$365,000.

The purpose for which the property was acquired.

The acquisition of 400 B Street, an 8,662 sq.ft. warehouse structure, was purchased for the City to establish a permanent location for an emergency shelter facility for homeless single adults living in the City of Turlock. WECare, a non organization was contracted to administer the proposed emergency shelter day center.

Parcel data for each property, including address, lot size and current zoning.

The subject parcel at 400 B Street is approximately 11,157.6 square feet in size and is zoned Residential/Industrial.

An estimate of the current value of the parcel, including any appraisal information, if available.

The City currently has a lease to Purchase Option Agreement in the amount of \$140,000 on the subject parcel. The end date of the Agreement is September 30, 2014. If the lessee chooses not to exercise the option to purchase, the City will order an appraisal and list the property for sale.

As estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for disposition of those revenues.

See attached agreement

Any history of environmental contamination or remediation efforts.

None known.

A description of the property's potential for transit oriented development and the advancement of the planning objectives of the successor agency.

The subject parcel is located in an industrial area of Turlock.

A brief history of previous proposals and activities, including rental or lease of the property.

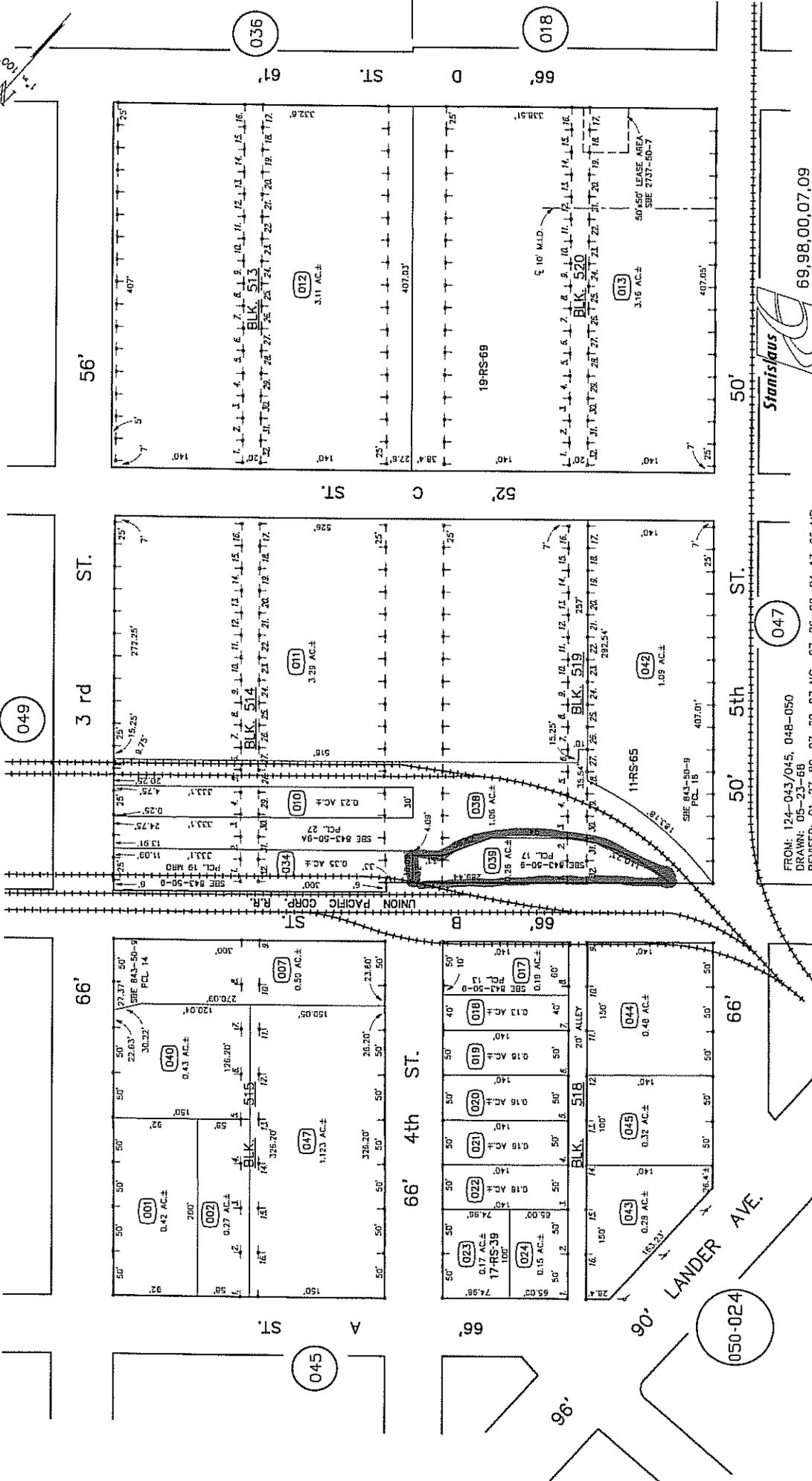
See attached agreement.

POR. NW. 1/4 SECTION 23 T.5S. R.10E. M.D.B.& M.
CITY OF TURLOCK - BLKS. 513-515, 518-520 (09M25)

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043 - 048

THIS MAP FOR
ASSESSMENT PURPOSES ONLY



049

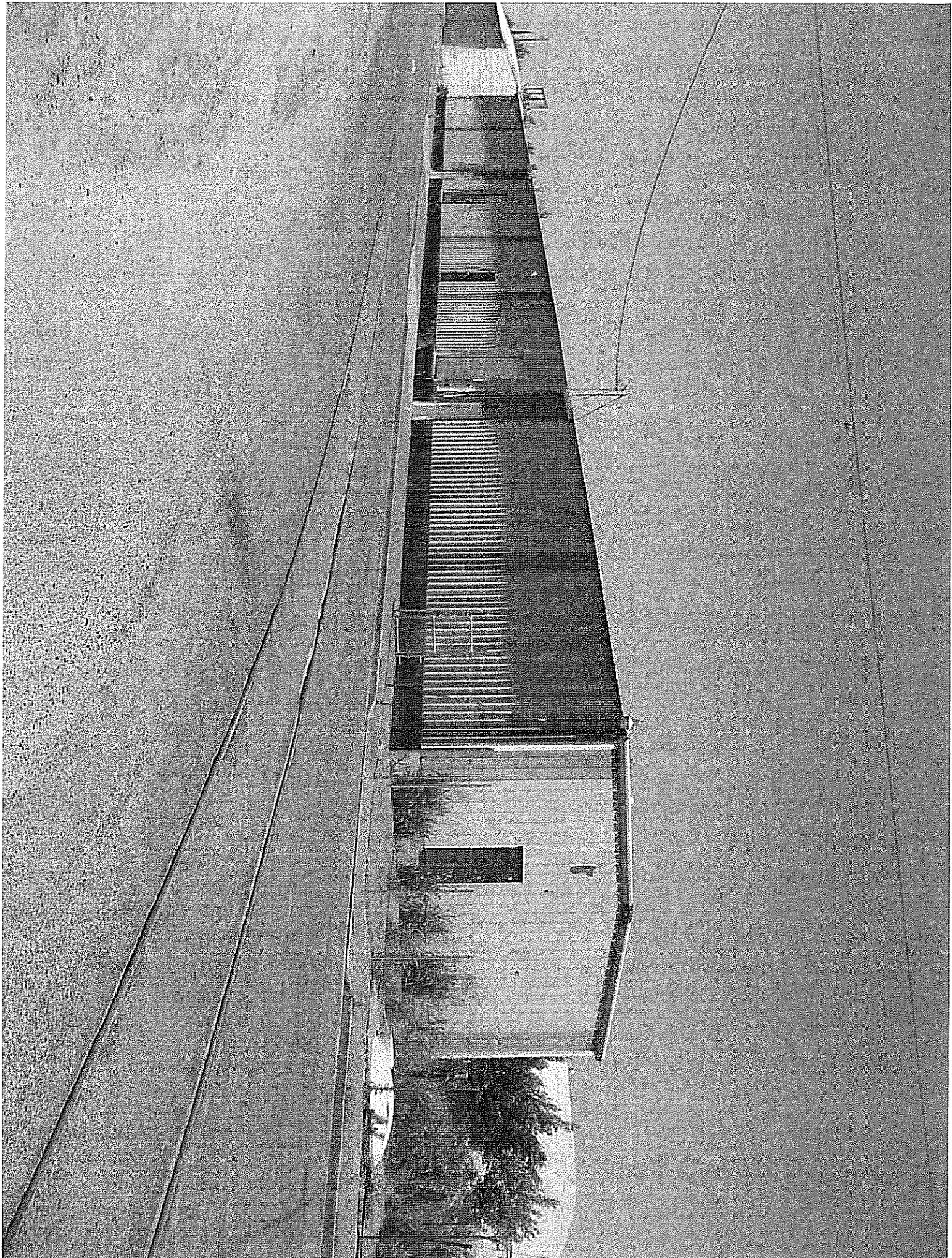
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FROM: 124-043/045, 048-050
DRAWN: 05-23-68
REVISED: 01-27-89, 07-29-97 NC., 07-26-99, 04-13-06 MB.,
01-10-07 (V) MB., 09-22-08 MB.

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400 B Street





LEASE TO PURCHASE OPTION AGREEMENT

THIS LEASE TO PURCHASE OPTION AGREEMENT ("Agreement") is entered into this 1st day of October, 2009, by and between the CITY OF TURLOCK a municipal corporation ("LANDLORD") and NORTHERN CALIFORNIA UNIVERSAL ENTERPRISES COMPANY, a California corporation ("LESSEE").

1. **PREMISES LEASED:** LANDLORD leases to LESSEE and LESSEE leases from LANDLORD 11,326 square feet of building, real property, and other improvements, located at 400 B Street, Turlock, California 95380 ("Premises"), as described in Exhibit "A" attached hereto and incorporated herein by this reference.

2. **TERM:** The term of this Agreement ("Term") shall commence on October 1, 2009 ("Commencement Date") and end on September 30, 2014 ("Ending Date").

3. **RENT:**

a. LESSEE shall pay to LANDLORD monthly rental payments of Four Hundred and no/100ths Dollars (\$400.00) in arrears on the last day of each month, commencing when the term commences, continuing during the term; if LESSEE exercises the option to purchase, the rental payments shall be credited to the purchase price at closing. LANDLORD shall not credit the rental payments if LESSEE is in default under this Agreement, fails to close the conveyance, or otherwise does not timely exercise the option to purchase.

b. LANDLORD shall accept all rent and other payments from LESSEE under this Agreement via electronic funds transfer ("EFT") directly deposited into the LANDLORD's designated account. LANDLORD shall promptly comply with directions and accurately complete forms provided by LESSEE required to process EFT payments.

4. **OPTION TO PURCHASE:**

a. For consideration of Twenty-five Thousand and no/100ths Dollars (\$25,000.00), LANDLORD grants to LESSEE the option to purchase the Premises ("Option") at any time after the execution of the Agreement for One Hundred Forty Thousand and no/100ths Dollars (\$140,000.00). As consideration for this Agreement, LESSEE shall pay LANDLORD a non-refundable fee of Twenty-five Thousand and no/100ths Dollars (\$25,000.00) as follows: \$10,000 on the commencement date of this Agreement; \$5,000 on October 1, 2010; \$5,000 on October 1, 2011, and \$5,000 on October 1, 2012. If LESSEE timely exercises the Option, the consideration of Twenty-five Thousand and no/100ths Dollars (\$25,000.00) will be credited toward the purchase price at closing, provided LESSEE (1) is not in default under this Agreement; and (2) closes the conveyance of the Property. LANDLORD shall not refund the fee if the LESSEE is in default under this Agreement, fails to close the conveyance, or otherwise does not timely exercise the Option.

LESSEE must exercise its Option by written notice ("Option Notice") of its exercise of the Option. The Option Notice shall affirmatively state that LESSEE exercises the Option without condition or qualification (except as set forth below in subparagraph b, below).

b. Escrow: The sale shall be consummated through a mutually agreed upon licensed escrow company ("escrow holder"). Escrow shall be deemed to be opened under this paragraph on the date both parties have executed the escrow instructions and the LESSEE has deposited sufficient funds to cover the entire purchase price. The parties shall execute all documents required by escrow holder as long as they are consistent with the provisions of this Agreement. The parties shall take all actions necessary to close escrow within thirty (30) days after it is opened. Escrow shall be deemed to be closed pursuant to this paragraph on the date the grant deed is recorded.

(1) Title to Premises: LANDLORD shall deliver to LESSEE an executed grant deed in recordable form conveying the Premises. Title to the Premises shall be conveyed by LANDLORD to LESSEE free and clear of all liens, encumbrances, covenants, conditions, restrictions, subleases or other tenancy agreements, and other matters of record, except current taxes, a lien not yet delinquent, those portions of current assessments not yet due and payable, and this Agreement.

(2) Proration of Costs: Base Rent, taxes, and insurance premiums shall be prorated at the date of close of escrow.

(3) Closing Costs: Transfer taxes, recording fees on the deed, and Title Insurance shall be paid by LESSEE. Charges of escrow and all other closing costs shall be paid equally between the parties in accordance with the custom of the county in which the Premises are located.

c. Termination: On close of escrow this Agreement shall terminate, and the parties shall be released from all liabilities and obligations under this Agreement that arise after the Agreement termination, but not from any such liability or obligation that arose prior to the Agreement termination.

5. **EXCLUSIVITY OF OPTION:** This Agreement is exclusive and nonassignable and exists solely for the benefit of the named parties above. Should LESSEE attempt to assign, convey, delegate, or transfer the Option without the LANDLORD's express written permission, any such attempt shall be deemed null and void.

6. **FINANCING AVAILABILITY:** LANDLORD makes no representations or warranties as to the availability of financing regarding the Option. LESSEE is solely responsible for obtaining financing in order to exercise the Option.

7. **FINANCING DISCLAIMER:** The parties acknowledge that it is impossible to predict the availability of obtaining financing toward the purchase of this Property. Obtaining financing shall not be held as a condition of performance of this Agreement. The parties further agree that this Agreement is not entered into in reliance upon any representation or warranty made by either party.

8. **REMEDIES UPON DEFAULT:** If LESSEE defaults under this Agreement, then in addition to any other remedies available to LANDLORD at law or in equity, LANDLORD may terminate this Agreement by giving written notice of the termination to LESSEE. If terminated, LESSEE shall lose entitlement to any refund of rent or Option consideration. For this

Agreement to be enforceable and effective, LESSEE must comply with all terms and conditions herein.

9. **RETURN OF PREMISES:** The LESSEE agrees that it will, upon any termination of this Agreement, return the Premises in as good condition and repair as the Premises now are or shall hereafter be put; reasonable wear and tear excepted.

10. **HOLDING OVER:** In the event the LESSEE shall hold over and continue to occupy the Premises with the consent of the LANDLORD, expressed or implied, the tenancy shall be deemed to be a tenancy from month-to-month upon the same terms and conditions, except rent, which shall be renegotiated in good faith, but in no event shall the rent be less than the rent as existed and prevailed at the time of the expiration of the term of this Agreement.

11. **TAXES:** LESSEE shall pay all real property taxes, and general and special assessments levied and assessed against the Premises.

12. **POSSESSORY INTEREST TAX:** The property interest created herein, if any, may be subject to property taxes. Should any property tax be imposed by the County of Stanislaus, or any other taxing agency, LESSEE shall be responsible for its payment.

13. **USE:** LESSEE shall occupy and use the Premises during the term hereof for the purposes of LESSEE's business.

14. **HEALTH, SAFETY AND FIRE CODE REQUIREMENTS:** LANDLORD makes no warranties, express or implied, including, without limitation, the warranty of merchantability or warranty of fitness for a particular purpose. In addition, LANDLORD makes no representations or warranties as to whether the Premises meet the applicable requirements of all Health, Safety, Fire and Building Codes, statutes, regulations and ordinances for public and governmental buildings, including any requirements for a notice of completion, certificate of occupancy, California Title 24 requirements and the Americans with Disabilities Act ("ADA"). LESSEE accepts the property "AS-IS." LESSEE expressly waives any express or implied warranty against LANDLORD.

15. **SIGNS:** LESSEE shall not install signs or signage on the Premises without obtaining the appropriate approvals from LANDLORD. LESSEE shall bear any and all cost associated with signs or signage. LESSEE will display from the windows and/or marquee of the Premises only such sign or signs as are not prohibited by law.

16. **MAINTENANCE:**

a. LESSEE at its cost shall perform such inspections, maintenance and repairs as are necessary to ensure that all portions of the Premises, including but not limited to the following, are at all times in good repair and safe condition:

(1) The structural parts of the building and other improvements that are a part of the Premises, which structural parts include the foundations, bearing and exterior walls (including glass and doors), subflooring, and roof; and,

(2) The electrical, plumbing, and sewage systems, including, without limitation, those portions of the systems owned or controlled by LANDLORD lying outside the Premises; and,

(3) Window frames, gutters, and downspouts on the building and other improvements that are a part of the Premises; and,

(4) Heating, ventilation and air conditioning (HVAC) systems servicing the Premises; and,

(5) The grounds, including all outside lighting, grass, trees, shrubbery and other flora; and,

(6) The servicing of fire extinguishers or any other fire suppression equipment attached to the facility; and,

17. **ALTERATIONS:** LESSEE shall not make any structural or exterior improvements or alterations to the Premises without LANDLORD's consent. Any such alterations shall remain on and be surrendered with the Premises on expiration or termination of this Agreement.

18. **FIXTURES:** LESSEE shall have the right during the term of this Agreement to install shelving and fixtures, and make interior, non-structural improvements or alterations in the Premises. Such shelving, fixtures, improvements, and alterations shall remain the property of the LESSEE and may be removed by the LESSEE during the term of this Agreement or within a reasonable time thereafter, provided that the LESSEE restores the Premises to the condition as it existed at the commencement of this Agreement, reasonable wear and tear excluded, or the LESSEE in its sole discretion may elect to surrender all or any part of such shelving, fixture, improvements and alterations to the LANDLORD, at no cost to LANDLORD, in which case LESSEE shall have no duty to restore the Premises. Any such election to surrender must be in writing, but need not be accepted by LANDLORD to be effective.

19. **UTILITIES:** LESSEE shall be responsible for paying for all utility services including, but not limited to, electric, gas, water, sewer, trash, fire alarm service and all other utilities.

20. **HOLD HARMLESS:** LESSEE agrees to indemnify, defend (with counsel approved by LANDLORD) and hold harmless LANDLORD, its authorized officers, agents, volunteers and employees, from any and all claims, demands, actions, losses, damages, liability, and/or for any costs or expenses incurred by the LESSEE arising out of: (a) any improvements constructed by the LESSEE pursuant to the Agreement; (b) the LANDLORD's acts and omissions in connection with its ownership of the property; (c) the use of common areas and leasehold spaces; and (d) toxic waste and environmental contamination resulting from the LESSEE's use of the Premises, except where such indemnification is prohibited by law. LESSEE'S indemnification obligation applies to the LANDLORD's "active" as well as "passive" negligence, but does not apply to LANDLORD's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782. The LESSEE's indemnification obligation shall survive the LESSEE's tenancy. The insurance provisions in Paragraph 21, **INSURANCE**, shall not be interpreted in a manner that limits the indemnification obligation.

21. **INSURANCE:**

a. Without in any way affecting the indemnity herein provided and in addition thereto, the LESSEE shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

(1) **Workers' Compensation:** A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all

applicable requirements of the Labor Code of the State of California, including Employer's Liability with Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) limits, covering all persons providing services on behalf of the LESSEE and all risks to such persons under this Agreement.

If LESSEE has no employees, it may certify or warrant to LANDLORD that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by LANDLORD's Risk Manager.

If LESSEE is a non-profit corporation organized under California or Federal law, volunteers for the LESSEE are required to be covered by Workers' Compensation insurance. If the LANDLORD's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

(2) Comprehensive General and Automobile Liability Insurance: This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00).

(3) Fire Insurance: Standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements to the extent of the full replacement value of the Premises.

b. Additional Named Insured: All policies, except for Workers' Compensation, shall contain additional endorsements naming the LANDLORD and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of this Agreement.

c. Waiver of Subrogation Rights: LESSEE shall require the carriers of the above required coverages to waive all rights of subrogation against the LANDLORD, its officers, employees, agents, volunteers, contractors and subcontractors.

d. Policies Primary and Non-Contributory: All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the LANDLORD.

e. Proof of Coverage: LESSEE shall immediately furnish certificates of insurance to LANDLORD, evidencing the insurance coverage, including endorsements, above required prior to occupying the Premises and the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the LANDLORD, and LESSEE shall maintain such insurance from the time of occupancy and commencement of performance of services hereunder until the completion of such occupancy. Within sixty (60) days of the commencement of this Agreement, the LESSEE shall furnish certified copies of the policies and all endorsements.

f. Insurance Review: The above insurance requirements are subject to periodic review by the LANDLORD. The LANDLORD's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the LANDLORD. In addition, if the Risk Manager determines

that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the LESSEE, inflation, or any other item reasonably related to the LANDLORD's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. LESSEE agrees to execute any such amendment within thirty (30) days of receipt.

g. **Failure to Have Insurance:** In the event LANDLORD receives a notice of cancellation concerning any of the required policies, or should LESSEE fail to have in effect the required coverage at any time during this Agreement, LANDLORD may give notice to LESSEE to immediately suspend all LESSEE activities on the Premises and/or notice to reinstate or acquire the affected coverage. Should LESSEE fail to reinstate or acquire the affected coverage within ten (10) days of LANDLORD's notice to reinstate or acquire such coverage, LANDLORD, in its sole discretion, may either; (a) terminate this Agreement immediately upon written notice to LESSEE, or, (b) reinstate or acquire the affected coverage, in which case LESSEE shall reimburse LANDLORD for the sum paid to reinstate or acquire the coverage. The sum paid by LANDLORD shall be due from LESSEE to LANDLORD within five (5) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate the LANDLORD is permitted by law to charge from the date the sum was paid by LANDLORD until LANDLORD is reimbursed by LESSEE. If LESSEE fails to reimburse LANDLORD as required by this paragraph, LANDLORD shall have the right to withhold from future rent due the sum LANDLORD has paid until LANDLORD is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Agreement.

h. LANDLORD shall have no liability for any premiums charged for such coverage(s). The inclusion of LANDLORD as additional named insured is not intended to and shall not make it a partner or joint venturer with LESSEE.

i. LANDLORD shall procure and maintain for the duration of this Agreement property insurance for the building and LESSEE shall reimburse LANDLORD for the cost of the property insurance.

22. DESTRUCTION OF PREMISES:

During the term of this Agreement, if any casualty renders a portion of the Premises unusable for the purpose intended, either party may, at its option, terminate this Agreement immediately upon written notice to the other party. If LESSEE elects to terminate this Agreement pursuant to this provision, LESSEE shall be discharged of all future obligations under this Agreement except for the payment of the consideration for the Option set forth in Paragraph 4 **OPTION TO PURCHASE**.

23. LANDLORD'S DEFAULT: Except where another time limit is specifically provided, LESSEE shall be in default of this Agreement if LESSEE fails or refuses to perform any material provisions of this Agreement and such failure or refusal to perform is not cured within thirty (30) days following LESSEE's receipt of written notice of default from LANDLORD. If the default cannot reasonably be cured within thirty (30) days, LESSEE shall not be in default of this Agreement if LESSEE commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

24. **LANDLORD'S REMEDIES ON LESSEE'S DEFAULT:** LANDLORD, at anytime after LESSEE is in default, can terminate this Agreement immediately upon written notice to LESSEE or can cure the default at LESSEE's cost. If LANDLORD at any time, by reason of LESSEE's default, pays any sum or does any act that requires the payment of any sum (including charges for LANDLORD's employees and equipment), the sum paid by LANDLORD shall be due from LESSEE to LANDLORD within five (5) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate the LANDLORD is permitted by law to charge from the date the sum was paid by LANDLORD until LANDLORD is reimbursed by LESSEE. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Agreement.

25. **LANDLORD'S ACCESS TO PREMISES:** LANDLORD and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

- a. To determine whether the Premises are in good condition; and,
- b. To do any necessary maintenance and to make any restoration to the Premises that LANDLORD has the right or obligation to perform; and,
- c. To serve, post, or keep posted any notices required by law; and,
- d. To post "For Sale," "For Rent," or "For Lease" signs during the last three (3) months of the term of this Agreement; and,
- e. To show the Premises to prospective brokers, agents, buyers, tenants, lenders or persons at any time during the last three months of the term of this Agreement.

LANDLORD shall conduct its activities on the Premises as allowed in this paragraph in a manner that will cause the least possible inconvenience, annoyance, or disturbance to LESSEE.

26. **NOTICES:**

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated five (5) working days from the time of mailing if mailed as provided in this paragraph.

LANDLORD's address: City of Turlock
Attention: Roy W. Wasden, City Manager
156 South Broadway, Suite 230
Turlock, California 95380-5454

LESSEE's address: Northern California Universal Enterprises Company
Attention: Joe Wu, President
2099 Fortune Drive
San Jose, California 95131-0000

27. **INCORPORATION OF PRIOR AGREEMENT:** This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.
28. **WAIVERS:** No waiver by either party of any provisions of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.
29. **AMENDMENTS:** No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor in interest, expressing by its terms an intention to modify this Agreement.
30. **SUCCESSORS:** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.
31. **SEVERABILITY:** If any word, phrase, clause, sentence, paragraph, section, article, part or portion of this Agreement is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this Agreement or any other portion thereof.
32. **TIME OF ESSENCE:** Time is of the essence of each provision of this Agreement which specifies a time within which performance is to occur. In the absence of any specific time for performance, performance may be made within a reasonable time.
33. **QUIET ENJOYMENT:** Subject to the provisions of this Agreement and conditioned upon performance of all the provisions to be performed by LESSEE hereunder, LANDLORD shall secure to LESSEE during the Agreement term the quiet and peaceful possession of the Premises and all right and privilege appertaining thereto.
34. **PROVISIONS ARE COVENANTS AND CONDITIONS:** All provisions, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.
35. **CONSENT:** Whenever consent or approval of either party is required that party shall not unreasonably withhold, condition or delay such consent or approval.
36. **EXHIBITS:** All exhibits referred to are attached to this Agreement and incorporated by reference.
37. **LAW:** This Agreement shall be construed and interpreted in accordance with the laws of the State of California.
38. **VENUE:** The parties acknowledge and agree that this Agreement was entered into and intended to be performed in Stanislaus County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Superior Court of California, County of Stanislaus. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Agreement, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of Stanislaus.

39. **ATTORNEYS' FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against the LESSEE, including such costs and attorneys' fees payable under Paragraph 19, HOLD HARMLESS, Paragraph 42, HAZARDOUS SUBSTANCES, and Paragraph 43, PUBLIC RECORDS DISCLOSURE.

40. **CAPTIONS:** The paragraph captions of this Agreement shall have no effect on its interpretations.

41. **SURVIVAL:** The obligations of the parties that, by their nature, continue beyond the term of this Agreement, will survive the termination of this Agreement.

42. **BROKER'S COMMISSIONS:** LESSEE is solely responsible for the payment of any commissions to any broker who has negotiated or otherwise provided services in connection with this Agreement.

43. **HAZARDOUS SUBSTANCES:**

a. LESSEE shall indemnify, protect, defend and hold LANDLORD, its agents and employees and the Premises, harmless from and against any and all losses and/or damages, liabilities, judgments, costs, claims, expenses, penalties, including attorneys' and consultant's fees, arising out of or involving the existence of any Hazardous Substances located in, about or under the Premises. Additionally, the issuance of an order by any governmental authority directing the LESSEE or any of LESSEE's other tenants or licensees on the property of which the Premises forms a part to cease and desist any illegal action in connection with a Hazardous Substance, or to remediate a contaminated condition caused by the LESSEE or any person acting under LESSEE's direct control and authority is a breach of this Contract, and LESSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by LANDLORD in connection with or in response to such order. LESSEE's obligations under this paragraph shall include, but shall not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by LANDLORD, and the cost of investigation, removal, remediation, restoration and/or abatement thereof. LESSEE's obligations under this provision shall survive the expiration or early termination of this Agreement. No termination, cancellation or release agreement entered into by LANDLORD shall release LESSEE from its obligations under this Agreement with regard to Hazardous Substances unless specifically agreed to by LANDLORD in writing.

b. For the purposes of this paragraph, the following definitions shall apply:

(1) "Hazardous Substance," as used in this Agreement, shall mean any product, substance or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either (i) potentially injurious to the public health, safety or welfare, the environment or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of LANDLORD or LESSEE under any applicable statute or common law theory.

(2) "Reportable use" shall mean (i) the installation or use of any above- or below-ground storage tank; (ii) the generation, possession, storage, use, transportation or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to

which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties.

(3) The term "applicable requirements" shall be deemed to refer to all applicable laws, covenants or restrictions of record, building codes, regulations and ordinances.

44. PUBLIC RECORDS DISCLOSURE: All information received by the LANDLORD from the LESSEE or any source concerning this Agreement, including the Agreement itself, may be treated by the LANDLORD as public information subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. (the "Public Records Act"). LESSEE understands that although all materials received by the LANDLORD in connection with this Agreement are intended for the exclusive use of the LANDLORD, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which LESSEE has reasonably requested LANDLORD to hold in confidence is made to the LANDLORD, the LANDLORD shall notify the LESSEE of the request and shall thereafter disclose the requested information unless the LESSEE, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides LANDLORD a legally sound basis for the nondisclosure, and agrees to indemnify, defend, and hold the LANDLORD harmless in any/all actions brought to require disclosure. LESSEE waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event LANDLORD fails to notify LESSEE of any such disclosure request and/or releases any information concerning this Agreement received from the LANDLORD or any other source.

45. CONDITION OF PREMISES: LANDLORD shall deliver the Premises to LESSEE in "As Is" condition on the Commencement Date of this Agreement.

46. MATERIAL MISREPRESENTATION: If during the course of the administration of this Agreement, the LANDLORD determines that the LESSEE has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the LANDLORD, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, the LANDLORD is entitled to pursue any available legal remedies.

47. INTERPRETATIONS: As this Agreement was jointly prepared by both parties, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

48. AUTHORIZED SIGNATORY: Both parties to this Agreement represent that the signatories executing this document are fully authorized to enter into this Agreement.

CITY OF TURLOCK, a municipal corporation

By: Roy W. Wasden
Roy W. Wasden, City Manager

APPROVED AS TO FORM:
By: Phaedra A. Norton
Phaedra A. Norton, City Attorney

ATTEST:

By: Rhonda Greenlee
Rhonda Greenlee, CMC, City Clerk

NORTHERN CALIFORNIA UNIVERSAL
ENTERPRISES COMPANY

By: Joe Wu
Joe Wu, President

Escrow No.: 05-50700265-ALA
Locate No.: CACTI7750-7750-4507-0050700265
Title No.: 05-50700265-LS

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

Lots One and Two in Block 519 of the City of Turlock, according to the Official Map thereof, filed in the Office of the Recorder of Stanislaus County, California.

Excepting therefrom that portion thereof described as follows:

Beginning at the most Easterly corner of said Lot 2; running thence Southwesterly along the Southeasterly line of said Lot 2; thence Northeasterly 58.82 feet to a point on the Easterly line of said Lot 2; thence Southeasterly along the Easterly line of said Lot 2, 18 feet to the point of beginning.

Together with that portion of the Southwesterly 1/2 of 4th Street (abandoned) lying adjacent to said land.

PARCEL NO. 2:

A portion of an alley in Block 519, as said alley is shown on the Official Map of the City of Turlock, according to the Official Map thereof, filed in the Office of the Recorder of Stanislaus County, California on February 6, 1920 in Vol. 9 of Maps, at page 25 more particularly described as follows:

Beginning at the Southwesterly corner of Lot 1, Block 519 of the City of Turlock, as said Block is shown on the Map hereinabove referred to; running thence Southwesterly parallel to the center line of "B" Street, a distance of 10 feet; thence Southeasterly along the center line of said alley a distance of 50 feet; thence Northeasterly, parallel to the center line of "B" Street, a distance of 10 feet; thence Northwesterly, parallel to the center line of said alley 50 feet to the point of beginning.

PARCEL NO. 3:

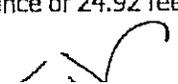
A portion of the alley, now closed, in Block 519 of the City of Turlock, according to the Official Map thereof, filed in the Office of the Recorder of Stanislaus County, California, on February 6, 1920 in Vol. 9 of Maps, at page 25, more particularly described as follows:

Beginning at the most Northerly corner of Lot 32 in said Block 519; thence from said point of beginning, South 42° 15' 07" East along the Northeasterly line of Lots 32, 31 and 30, a distance of 51.34 feet; thence on the arc of a curve to the left, having a radius of 205.487 feet (the center of said curve bears North 29° 28' 25" West), through a central angle of 2° 50' 39", an arc distance of 10.20 feet to a point on the centerline of said alley; thence North 42° 15' 07" West along the centerline of said alley, now closed, a distance of 53.31 feet to a point on the South line of "B" Street; thence South 47° 56' 53" West along said South line of "B" Street, 10.00 feet to the point of beginning.

PARCEL NO. 4:

A portion of Lots 30, 31, and 32 in Block 519 of the City of Turlock, according to the Official Map thereof, filed in the Office of the Recorder of Stanislaus County, California, on February 6, 1920 in Vol. 9 of Maps, at page 25, more particularly described as follows:

Beginning at the most Northerly corner of said Lot 32; thence South 42° 15' 07" East along the Northeasterly line of said Lots 32, 31 and 30, a distance of 51.34 feet; thence on the arc of a curve to the right having a radius of 205.487 feet (the center of said curve bears North 29° 28' 25" West), through a central angle of 23° 55' 34", an arc distance of 85.81 feet to a point of compound curve; thence continuing on the arc of a curve to the right, having a radius of 214.297 feet (the center of said curve bears North 5° 32' 51" West), through a central angle of 6° 39' 50", an arc distance of 24.92 feet, to a point on the Northwesterly line of said Lot 32, 96.44 feet to the point of beginning.



Excepting therefrom all minerals, oil, gas and other hydrocarbon substances below a depth of 500 feet without the right of surface entry, as reserved in the Deed from Tidewater Southern Railway Company, recorded January 20, 1972 in Vol. 2446 of Official Records, page 479, Stanislaus County Records.



CITY OF TURLOCK



REDEVELOPMENT AGENCY



FIVE YEAR IMPLEMENTATION AND HOUSING PRODUCTION PLAN 2010-2014

156 SOUTH BROADWAY
TURLOCK, CA 95380

CITY OF TURLOCK
REDEVELOPMENT AGENCY
BOARD OF DIRECTORS

JOHN S. LAZAR, CHAIR

TED HOWZE, VICE CHAIR

AMY BUBLAK

MARY JACKSON

KURT SPYCHER



ROY W. WARDEN, EXECUTIVE DIRECTOR

HEIDI MCNALLY-DIAL, REDEVELOPMENT MANAGER

DEPUTY EXEC. DIRECTOR



ADOPTED
NOVEMBER 10, 2009

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ATTACHMENTS

MAP OF THE PROJECT AREA

INTRODUCTION

This document contains the Turlock Redevelopment Agency Implementation Plan as required by the California Redevelopment Law (CRL), Health and Safety Code Section 33490. This is the fourth Implementation Plan considered by the Redevelopment Agency since the requirement was first enacted.

This Plan incorporates projections required by SB315 through a ten-year period, 2005-through 2014. This is in response to legislation passed by the State of California in 2002 known as SB701. SB701 clarified the time frame within which a redevelopment agency must eliminate any housing production deficit identified in an Implementation Plan. The legislation specifically states that the existing deficit must be eliminated within ten (10) years after the adoption of a Five-year Implementation Plan. It further states that for project areas in existence as of December 31, 1993, the deficit must be eliminated by December 31, 2014. The Implementation Plan is intended to meet these targeting (2002-2014) requirements of AB637 and SB701. Housing funds provide minimum amounts for various income levels of households by unit. Also spending for households age 65 and over to all other households below 65 years of age is limited in funding from the Housing Fund.

The Implementation Plan Describes

- Projects and the estimated expenditures for the Five-year Implementation Plan timeframe, including estimated expenditures to eliminate any existing housing production deficit by the end of 2014.
- An explanation of how the goals, objectives, proposed projects, and expenditures will help to eliminate blight.
- A description of how the Agency will implement the CRL requirements related to the provision and preservation of low and moderate-income housing

A. PROJECT AREA

The City Council of the City of Turlock adopted the Redevelopment Plan for the Turlock Redevelopment Project Area by Ordinance No. 834 on November 23, 1993. As of November 23, 1993, the definition of blight was contained in Sections 33030 and 33032, inclusive, of the CRL.

On July 9, 1996, the Agency adopted Ordinance No. 906 to expand the Project Area to include Amended Area No. 1. The Implementation Plan in relation to the 1996 Amended Area was included in the Agency's Report to the City Council in accordance with Health and Safety Code Section 33352 as authorized by Health and Safety Code Section 33490(b). Although adopted separately at different times, both the original and amended areas form a single Project Area.

A map of the Project Area and Amended Area No.1 is included as Attachment A. The term "Project Area" includes Amended Area No. 1.

GOALS AND OBJECTIVES

THE MISSION OF THE REDEVELOPMENT AGENCY OF THE CITY OF TURLOCK IS TO IMPROVE THE BLIGHTED AREAS OF TURLOCK, REVITALIZE NEIGHBORHOODS, PROMOTE ECONOMIC DEVELOPMENT AND THE CREATION OF JOBS, PROVIDE AFFORDABLE HOUSING AND ENCOURAGE CITIZEN PARTICIPATION.

1. Eliminate the conditions of blight still existing in the Project Area and to prevent the recurrence of blighting conditions in the Project Area.
2. Provide for the planning, development, re-planning, redesign, clearance, redevelopment, reconstruction and rehabilitation of the Project Area.
3. Aid in providing for such structures and spaces as may be appropriate or necessary in the interest of the general welfare, including without limitation, recreational and other facilities incidental or appurtenant to them.
4. Provide for the alteration, improvement, modernization, reconstruction or rehabilitation of existing structures and by providing for open space type uses, public and private buildings, structures, facilities and improvements.
5. Encourage employment opportunities through environmental and economic improvements resulting from redevelopment activities.
6. Provide for the rehabilitation of commercial structures and residential dwelling units.
7. Provide for participation in the redevelopment of property in the Project Area by owners who agree to so participate in conformity with the Redevelopment Plan.
8. Provide for the management of property owned or acquired by the Agency
9. Provide public infrastructure improvements (including regional facilities) and community facilities, structures, street lighting, landscaping and other improvements which are necessary for the effective redevelopment of the Project Area.
10. Increase, improve and preserve the community's supply of affordable housing.
11. Acquire real property.
12. Dispose of real property acquired by the Agency in the Project Area.
13. Encourage the redevelopment of the Project Area through the cooperation of private enterprise and public agencies.
14. Such other action as may be permitted by law.

REDEVELOPMENT AGENCY ACCOMPLISHMENTS 2005-2009

Housing Projects

First-time homebuyer down payment assistance – 17 units
Crane Terrace – 44 units low income senior housing
Cherry Tree Village – 105 units low income multi-family
Palms Apartments – 24 units low income multi-family
Mobile Home Park Subsidy Program for low income seniors

Non-Housing Projects

Fire Station #1 rebuild
Infrastructure Improvements in the Westside Industrial area
Columbia Park and Facilities Improvements
Acquisition of downtown property
Fulkerth / 99 property acquisition and design work
Lander/South Ave. traffic signal and intersection improvements
Carnegie Center design work
Public Safety Facility design work/property acquisition
Assistance with funding of General Plan Update
Central Park public facility improvements and John Mitchell statue

PURPOSE OF THE IMPLEMENTATION PLAN

The Implementation Plan is intended to be a flexible guide for the Agency's redevelopment program. Opportunities that allow for the Agency's investment into private and public projects may vary in their precise timing, location, costs, expenditure, scope and content set forth in this document. Projects that fulfill the intent and purpose of this document, Turlock's General Plan, and the Agency's Redevelopment Plan shall not require an amendment.

Every city and county in California is authorized to establish a Redevelopment Agency for the purpose of eliminating and preventing blight and providing affordable housing to low-and moderate-income individuals and households. When activated by a City Council's approval of a Redevelopment Plan for a specific Project Area, a Redevelopment Agency can invest property tax revenue in development and improvement projects and programs to combat blight, promote economic development and provide affordable housing. When a Redevelopment Plan is adopted property tax revenue continues to be shared by taxing agencies (i.e. schools, special districts, etc.), but the growth in property tax revenue from resale, improvement and inflation or tax increment is redirected to the Redevelopment Agency to support its activities and programs.

Unlike other governmental entities, a Redevelopment Agency can use, when authorized, eminent domain to acquire and assemble privately owned property and transfer the property to other private individuals for their redevelopment. The Turlock Redevelopment Agency voluntarily relinquished its power to use eminent domain for projects to avoid the controversy associated with this use of eminent domain. A Redevelopment Agency can borrow money or create debt, most often by issuing bonds, to invest in projects and programs consistent with the adopted Redevelopment Plan. In fact, a Redevelopment Agency's debt must exceed its tax increment in order to continue to receive the full tax increment. This prevents a Redevelopment Agency from hoarding the property tax revenue of other taxing agencies. The term of a Redevelopment Agency is thirty years (unless extended) and can only issue debt for the first twenty (20) years. Business and property owners within the Project Area are eligible to participate and utilize Redevelopment Agency programs to develop and improve their property. A Redevelopment Agency must use twenty (20%) percent of its gross tax increment to provide affordable housing to low-and moderate-income individuals and households. The remaining net tax increment revenue can be used to fund other eligible projects and programs aimed at eliminating blight. The Redevelopment Plan adopted when the Agency is activated describes in broad terms the kinds of projects and programs the Agency intends to carryout over the life of the Agency. Since 1993, Redevelopment Agencies must adopt and update Redevelopment Implementation Plans every five years. These Plans, which emphasize affordable housing, identifies more specific projects and programs that the Agency hopes to carryout in the next five years.

The projected funds available to the Agency over the life of the five-year plan are conservatively estimated at almost \$25 million. If tax increment values were to increase to 2007-2008 levels it could be closer to \$30 million. Table 1 displays the previous actual five years revenues and expenditures as well as the current adopted budget and projected revenues and expenditures for the five year period of 2010-2014. The Agency is currently investigating its bonding capacity for leveraging the tax increment to complete the Public Safety Facility to be located downtown in the area bonded by Olive, Broadway, Florence and Lexington. Construction of the much needed Public Safety Facility is the Agency's number one priority. This project, like others, will likely be funded by a variety of sources.

IDENTIFIED PROJECTS

2010-2014

PROPOSED TAX INCREMENT PROJECTS

The proposed projects include the following from the 2009-10 Fiscal Year adopted budget:

From Adopted Budget

1. Construction of Public Safety Facility (Majority likely to be funded from new bond proceeds)

Description: This project provides for the construction of a 58,000 square foot Public Safety Facility. This building will house all police functions and fire administration.

Benefit: This project will provide public safety benefits and eliminate existing blight in the downtown core.

Budgeted Amount from RDA: \$8,428,641 in the current budget. The Agency expects to bond for most of the remaining project costs.

2. Infrastructure Improvements in the Westside Industrial Area

Description: Infrastructure and interchange improvements in the Westside Industrial Specific Plan area.

Benefit: This project will provide basic infrastructure & safety benefit and encourage job creation

Budgeted Amount from RDA: \$3,218,974

3. Columbia Pool and Park Improvements

Description: This project provides for improvements to the pool complex at Columbia Park and the Yerby Center

Benefit: These projects will provide public benefits through creation of recreational opportunities in a low income neighborhood.

Budgeted Amount from RDA: \$325,000

4. Columbia Park Water Feature

Description: This project will provide a water feature for children age 12 and under.

Benefit: This project will provide public benefit through creation of recreational opportunities in a low income neighborhood.

Budgeted Amount from RDA: \$200,000 RDA and \$200,000 CDBG

5. Carnegie Rebuild

Description: The project is a multi use arts and community center envisioned to total approximately 18,000 square feet.

Benefit: This project will generate and improve job creation in the downtown core area in addition to providing public recreation & cultural opportunities. The project will also eliminate a blighted structure destroyed by fire.

Budgeted Amount from RDA: \$3,000,000 plus \$1,500,000 in accrued interest plus other sources are also expected to be used in construction.

6. Downtown Property Acquisition and Parking

Description: This project would provide additional parking downtown through demolition of existing structures and construction of the new parking.

Benefit: Downtown employment, shopping and cultural activities will benefit from additional parking. Elimination of blighted structures will also increase public safety.

Budgeted Amount from RDA: \$2,000,000

7. Debely Field Improvements

Description: This project would provide for removal of existing track & field facilities and installation of new synthetic turf and track at Turlock High School.

Benefit: Public improvements and creation of improved recreational opportunities

Budgeted Amount from RDA: \$2,800,000

Additional Projects Proposed

1. Downtown Property Acquisition

Description & Benefit: As properties become available staff will analyze the potential for benefit to the RDA. Acquisition of property as it becomes available can eliminate blight, provide for public improvements and create jobs.

2. Gateway Improvements – Blight Removal

Description & Benefit: This project would improve blighted and undesirable areas that are entry ways into our city providing a better public image that could assist in job creation.

3. Renovations to War Memorial Building

Description & Benefit: This project would improve an existing older heavily used public facility.

4. Renovations to Existing Fire Station #2

Description & Benefit: This project would improve the building that houses fire services with necessary renovations for energy efficiency. Replacements of roll up doors and single pane windows will enhance aesthetics and provide energy cost savings as well.

5. Renovations to Police/Fire Training Facility

Description & Benefit: This project would involve improvements that provide for better training facilities improving the public safety of both first responders and citizens.

6. Improvements to Pedretti Park

Description & Benefit: This project would provide for lighting upgrades on five heavily used ball fields. The public would benefit from additional recreational facility and open space for public use.

7. Improvements to Regional Sports Complex

Description & Benefit: This project would involve lighting soccer fields providing greater opportunity for recreation and open space for public use.

8. Lighting and Sidewalk Improvements in the area of Wakefield School

Description & Benefit: This project would enhance public safety and eliminate blight.

9. Improvements to Fulkerth Interchange

Description & Benefit: Fulkerth Interchange is an integral part of the Westside Industrial Specific Plan area. These improvements will assist with job creation in the industrial area. Interchange improvements will also improve public safety.

10. Youth Center

Description & Benefit: This project would have multiple benefits to both adults and children. Public meeting and activity space is currently very limited. This project would also provide additional recreational and cultural opportunities to the public.

11. Bike & Skate Park

Description & Benefit: This project would provide recreational opportunities. A skate park currently existing in the center of the City. The west side has been underserved in terms of recreational opportunities

12. Regional Recreation Center

Description & Benefit: This project is envisioned as a multi use open space and recreation facility that encompasses such components as aquatics, bowling and multi purpose courts and facilities. Recreational, open space and cultural opportunities would be enhanced.

13. Business Stimulus Programs

Description & Benefit: These programs could encompass a variety of incentives for businesses to generate job creation.

14. Intersection Improvements Golf Rd / Golden State Blvd.

Description & Benefit: This project is a multi jurisdictional project that would improve public safety, eliminate blight & enhance job creation opportunities.

HOUSING SET ASIDE PROJECTS

Fund Targeting: Provision of Housing According to Need

Over the life of the Redevelopment Plans, the Agency must provide Housing Fund resources to assist Very Low, Lower and Moderate households in at least the same proportion as the total number of units needed for all three income categories.

If the City were to attempt to meet its fair share allocation using the Project Area and Agency activities alone, the production of these units under CRL would be the product of nearly 23,300 residential units developed by private enterprise. This number alone far exceeds the build out in the Project Area, and reflects one of the serious shortcomings of the current Regional Housing Allocation system of the Housing Element requirement; therefore, it is not possible for the Agency to shoulder this burden for the City.

However, it is assumed for purposes of this Implementation Plan that it will be the policy of the Agency to spend no less than 65% of the Housing Fund resources on housing for persons of very-low and low income. Specifically those type of projects include (in no particular order):

- **Project 1-** Continued use of the RDA Housing Set aside as local non federal funding match for HOME and other allocated or awarded federal funds. These funds will be used in programs which include FTHB program, down payment assistance and rehabilitation loans and/or grants programs. Estimated families assisted = 150.
- **Project 2-** Engage in the collaborative development of Downtown housing projects. These projects could include senior housing, development or re-use of second story housing, mixed use housing developments. Estimated housing units produced = 20.
- **Project 3-** Engage in the collaborative development of affordable, transitional and supportive housing projects. Estimated housing units produced = 100.
- **Project 4-** Engage in the collaborative redevelopment of specific neighborhoods where blight exists and housing quality standards are not met to effectuate significant changes in at-risk neighborhoods. Estimated housing units assisted = 30.
- **Project 5-** Provide affordability covenants to ensure and maintain affordable rental housing stock. Estimated housing units maintained = 20.
- **Project 6-** Engage in the collaborative development of housing for those citizens with special needs. Those special needs populations include elderly, frail, persons with disabilities, homeless, victims of domestic violence, persons with substance abuse problems and persons with AIDS. Estimated housing units produced = 10.
- **Project 7-** Provide funds to the Mobile Home Renter's Assistance Program. These funds target low income renters and seniors. Estimated persons assisted = 50.
- **Project 8-** Purchase of affordability covenants to increase or maintain affordable housing stock. Estimated housing units maintained or acquired = 50 units.

AFFORDABLE HOUSING REQUIREMENTS

State law requires that 20% of the tax increment revenues received by the Agency be placed in a Low and Moderate Income Housing Funds (LMIHF). The funds are to be used to increase, improve and preserve the supply of low and moderate income housing in the Project Area and within the City limits of Turlock.

Two separate housing plans guide the use of City of Turlock's housing related funds and address housing needs in the community. Those two comprehensive documents include the Consolidated Plan and the Housing Element of the General Plan. Both of these guiding policy documents are drafted with public participation to address the needs of the community.

MAJOR STATUTORY REQUIREMENTS IMPOSED BY CRL

There are extensive requirements placed on Redevelopment Agencies concerning the use of their Housing Set-Aside Funds. Generally, the major statutory affordable housing requirements imposed on redevelopment agencies by the CRL may be categorized as follows:

Housing Production Requirement:

Agencies must provide specified minimum percentages of new or Agency-assisted substantially rehabilitated housing units in a Project Area, available at specified housing costs. These affordable units, to receive production credit, must have long-term affordability covenants. The term "substantially rehabilitated" is defined as rehabilitation of any multi-family rental unit or any single family Agency-assisted housing unit in which the rehabilitation costs have a value of at least 25% of the after-rehabilitation value of the dwelling and land. The CRL indicates that all substantially rehabilitated housing financially assisted by the Agency count towards the production requirements starting January 1, 2003.

• Targeting Requirement.

Agencies must allocate housing resources in proportion to the units needed as determined by the Stanislaus Council of Governments (StanCOG) Regional Fair Share Allocation. Also, the use of Housing Funds must be in proportion of persons sixty-five (65) years and older to the total population, as shown in the last US Census (for this Implementation Plan, the 2000 Census).

• Housing Fund Requirement.

Agencies must expend a minimum of 20% of tax increment funds allocated to them for the benefit of affordable housing.

• Replacement Housing Requirement.

Agencies must replace housing units removed from the housing stock as a result of redevelopment activities.

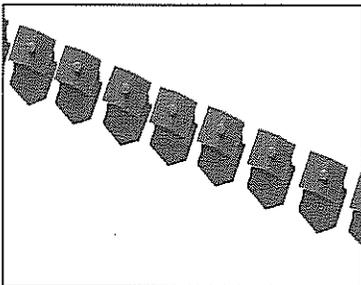
These three requirements are described in greater detail in the following sections.

- Housing Production Requirement and Housing Production Plan.
The CRL affordable housing inclusionary production obligation (the "Housing Production Requirement") applies to project areas created by redevelopment plans and areas added by amendments adopted on or after January 1, 1976. The Turlock Project Area and Amended Area (jointly the "Project Area") are subject to housing production requirements. The housing production requirement addresses housing units produced that are Agency-development dwelling units and units developed by public or private entities or persons other than the Agency, including Agency-assisted dwelling units from resources of the Housing Fund.

To determine the number of housing units, which must meet the affordability requirements, CRL incorporates the following requirements:

- Agency Developed Housing
This requirement applies ONLY to units developed directly by the Agency and DOES NOT apply to units built by developers pursuant to agreements with the Agency. The Housing Production Requirement requires that thirty (30%) percent of all housing developed or substantially rehabilitated by the Agency be available at affordable housing cost to households at or below one hundred twenty (120%) percent of median income. Of those units, one half (50%) must be affordable to households at or below fifty percent of median income (very low-income households). This requirement translates to fifteen (15%) percent of the total units developed or rehabilitated by the Agency (50% of 30% = 15%).
- Housing Developed by Others Entities
When housing is developed or substantially rehabilitated with Agency financial assistance in a project area by public or private entities other than, the Agency, including entities receiving Agency assistance, fifteen (15%) percent of the total number of units must be affordable to households at or below one hundred twenty (120%) percent of median income. Of those units, forty (40%) percent must be affordable to households at or below fifty (50%) percent of County median income. The forty (40%) percent requirement for very low-income households translates to six (6%) percent of the total units developed and/or substantially rehabilitated in a project area (40% of 15% = 6%). This production requirement applies to all of the Agency's redevelopment area. AB1290, adopted by the State in 1993, added a one for two options on affordable units outside of a project area for production unit credit. (Health and Safety Code Section 33413).

CONSOLIDATED PLAN



The Consolidated Plan guides the use of Community Block Grant (CDBG) and HOME Investment partnership Act funds. The City of Turlock adopted its last Consolidated Plan in 2005 for the period of 2005-2009, and is scheduled to go out for an RFP to have a new five year Consolidated Plan drafted for the period of 2010-2015. The requirement for this comprehensive document is derived from the United States Department of Housing and Community Development (HUD) for all communities receiving federal HUD funds.

Specifically, the Consolidated Plan is a planning document that identifies the overall need for affordable housing as well as forms of supportive housing. The plan outlines strategies to address those needs. Further, it describes the City's Housing needs and market conditions, sets out strategy that establishes priorities, identifies resources and establishes a short term investment plan that outlines intended uses of resources.

The Consolidated Plan of 2005-2009, which was adopted in May 2005, provides for the following housing strategies.

- Identifies the existing and projected housing needs and establishes goals, policies , objectives and programs for the preservation , improvement and development of housing to meet the needs of all economic sectors of the community;
- Describes the resources (human and financial), markets, and strategies intended to meet the housing needs of the community;
- Provides investment decision-making guides for elected officials, program administrators, community organizations, housing developers and concerned citizens; and
- Set forth long term (Five year strategy) and short term (Annual Action Plan) guides which describe the general priorities, plans and allocations of federal, state local and private resources and funds.

The Consolidated Plan also identifies categories of community members needing assistance and establishes priorities based upon findings compiled during the data gathering phase of strategy development. Specific income groups are targeted, such as homeless and extremely low income and very low income groups (which are defined using the County median income level as a basis.)

Overall the City of Turlock's strategy has been to address the housing needs of the lower income households using a combination of funding sources. The primary funding sources include Community development Block Grant (CDBG) funds and HOME Investment Partnership Funds. Both CDBG and HOME funds are federal funds that focus on housing and community development assistance that benefit households or persons with incomes up to only 80% of the County median income. Use of the RDA housing Set Aside funds are also used as the required local non-federal match to many of these assistance programs.

The State of California requires jurisdictions to provide for their fair share of housing based on regional housing needs, particularly for lower-income households. The Regional Housing Needs Allocation is intended to balance the distribution of housing for all income levels throughout the region and requires jurisdictions, through their Housing Elements and Housing Production Plans, to address the unmet needs as defined in the allocation.

The definition of unmet need further considers the issue of supply versus demand in conjunction with an analysis of the affordability of the existing housing stock to the City's population base. Housing is considered affordable when the household pays no more than 30% of its income for housing related expenditures.

HOUSING ELEMENT

The Housing Element, an integral component of the City of Turlock's General Plan, presents a comprehensive set of housing policies and action for the years 2007-2014. It builds on an assessment of the City's housing needs (including the regional housing needs allocation distributed by the State through the Stanislaus Council of Governments) and an evaluation of existing housing programs, available land and constraints on housing production.

Specifically, the housing Element identifies goals, objectives of the City's Housing program and specifies policies and programs as well as serves as a clearinghouse of information for the public, such as identification of residentially zoned property throughout the City, housing type and conditions survey of the stock of housing and identification of housing programs designed to assist low income residents. Some of those programs include the down payment assistance programs as well as the residential rehab programs that are design to preserve the existing housing stock.

The City's Housing Program continues to partner with profit and non-profit organizations to construct housing for very low and low income groups (i.e. Cherry Tree, Silver crest, Old Emanuel/ Crane Terrace,). These partnership in the development of affordable housing are particularly important because the market place has historically provided adequate housing for it is the housing for the very low and low income groups that is most needed

The Housing Element has been compiled through extensive community participation and outreach and feedback from the community though workshops, forums, City Council/Planning Commission study sessions and public hearings. Typically, the State of California requires an update of the jurisdiction's Housing Element every five years. The current planning period extends to June 30, 2014.

HOUSING PRODUCTION PLAN

California Redevelopment Law requires an agency to adopt a plan for each project area showing how the Agency intends to meet its housing Production requirements for various periods of time. Specifically, it requires a plan to demonstrate historical production, production over the next five year and ten year periods, as well as over the life of the plan.

The Plan must also include estimates of the number of new or substantially rehabilitated residential units which have been and will be developed with a project area, and the number of affordable units which will be developed in order to meet the requirements of the Health and Safety Code Section 33413. Further, the plan must include estimates of the number of units the Agency itself will develop during the time period of the plan, including the number of affordable housing units. The plan is reviewed every five years in conjunction with the City's Housing Element Update.



Generally, California Redevelopment Law provides that the Agency set aside in a separate Low and Moderate income Housing Fund, (Housing Set Aside) at least twenty percent (20%) of all tax increment revenue allocated to the Agency from the Project Area for the purpose of increasing, improving, and preserving the community's supply of affordable housing.

It is also required that the Housing Fund monies must be targeted to specific income levels, at percentages based on the City's "fair share" allocation reported by StanCOG:

- Extremely Low: Incomes up to 30% of median income, adjusted for family size.
- Very Low: Incomes typically between 30% and, up to 50% of median income, adjusted for family size.
- Lower: Incomes typically between 50% and up to 80% of median income, adjusted for family size.
- Moderate: Incomes typically between 80% and up to 120% of median income, adjusted for family size.

HOUSING TRENDS

The change in the number and types of households in a city is one of the prime determinants of the demand for housing. Households can form and change even in periods of static population growth through adult children leaving home, divorce, and with the aging of the population.

Household Size and Formation - Total Households

Annual household growth in Turlock has been stronger over the last seven years than in the 1990s, but not as high as the historical rate of five percent per year between 1980 and 1990. Stanislaus County also experienced its highest (in the examined time period) annual household growth between 1980 and 1990, at three percent per year.

Between 2000 and 2007, the number of households in Turlock increased by 3.2 percent per year, approximately the same rate as population growth, which has been 3.1 percent per year. By contrast, annual population growth in Stanislaus County has outpaced household growth, increasing at 1.9 percent per year versus 1.1 percent per year for households. This data corresponds with Stanislaus County experiencing an increase in persons per household over the same time period. Table 2 shows household formation trends in Turlock and Stanislaus County since 1980.

Table 2: Household Formation Trends – Turlock and Stanislaus County

<i>Year</i>	<i>Households</i>	<i>Change</i>	<i>% Change</i>	<i>Annual % Change</i>
<i>City of Turlock</i>				
1980	9,918			
1990	14,689	4,771	48.1%	4.8%
2000	18,408	3,719	25.3%	2.5%
2007	22,933	4,525	24.5%	3.2%
<i>Stanislaus County</i>				
1980	94,842			
1990	125,375	30,533	32.2%	3.2%
2000	145,253	19,878	15.8%	1.6%
2007	157,262	12,009	8.3%	1.1%

Source: 1980, 1990, and 2000 Census; 2007 American Community Survey.

Household Size

Along with the persons-per-household figures, household size helps to determine the size of housing units needed within a jurisdiction. In the City of Turlock, “large” households containing five or more persons represented 12 percent of all households in 2007, whereas 51 percent were “small” households with one or two persons. According to the 2007 American Community Survey, the number of large households decreased between 2000 and 2007, from 16 percent in 2000 to 12 percent in 2007. The number of small households remained relatively constant, while three- and four-person households increased from 33 percent to 37 percent of the total.

Household sizes in Stanislaus County vary only slightly from those in the City of Turlock. Roughly 50 percent of the households in the County were “small” in 2007. While “large” households made up a somewhat larger share of the total in Stanislaus County than in Turlock (16 percent versus 12 percent), this share also decreased since 2000. Table 3 shows household size trends in Turlock and Stanislaus County.

Table 3: Household Size Trends – Turlock and Stanislaus County

Household Size	1990		2000		2007	
	Number	Percent	Number	Percent	Number	Percent
<i>City of Turlock</i>						
1 Person	3,138	21.4%	3,911	21.2%	5,151	22.5%
2 Person	4,550	31.0%	5,352	29.2%	6,543	28.5%
3-4 Person	5,013	34.1%	6,166	33.4%	8,561	37.3%
5+ Person	1,988	13.5%	2,979	16.2%	2,678	11.7%
<i>Stanislaus County</i>						
1 Person	24,792	19.8%	28,211	19.4%	32,160	20.4%
2 Person	38,157	30.4%	41,630	28.8%	47,180	30.0%
3-4 Person	43,120	34.4%	48,856	33.6%	53,314	33.9%
5+ Person	19,662	15.8%	26,449	18.2%	24,608	15.6%

Source: 1990 and 2000 Census; 2007 American Community Survey

Persons per Household

The number of persons per household ratio is an important indicator of the relationship between population growth and household formation. For example, if the number of persons per household is decreasing, then households are forming at a faster rate than population growth. Conversely, if population is growing faster than households, then the persons per household would be increasing.

As shown in Table 4, between 1980 and 1990, the number of persons per household slightly increased for the City of Turlock and Stanislaus County. Specifically, the City of Turlock rose from 2.6 persons per household to 2.9 persons per household. The increase in persons per household indicates that population increased at a faster pace than the household formation between 1980 and 1990.

More recently, the persons per household ratio have become more static in the City of Turlock and Stanislaus County. According to the 2000 Census, there were 3.0 persons per household in the City, which is an increase of 0.1 since 1990. The ratio increased slightly in Turlock to 3.1 in 2007. Stanislaus County, on the other hand, has maintained a greater upward trend in persons per household, with ratios of 3.1 in 2000 and 3.3 in 2007.

Table 4: Persons per Household Trend – Turlock and Stanislaus County

Year	City of Turlock	Stanislaus County
1980	2.6	2.6
1990	2.9	2.9
2000	3.0	3.1
2007	3.1	3.3

Source: 1980, 1990, 2000 Census; 2007 American Community Survey.

Housing Tenure

Tenure, or the number of homeowner and renter households, can be affected by many factors, including housing cost (influenced by interest rates, economics, land supply, and development constraints), housing type, housing availability, job availability, public agencies and consumer preference.

During the period 1980 to 1990, the proportion of renter households increased from 46 percent of the households to 48 percent of the City of Turlock. However, since 1990 the percentage of

renter households has been steadily declining, reaching 42 percent in 2007. This decrease in renter households can be primarily attributed to the City of Turlock's housing boom of the late 1990s through 2007, when many single family home subdivisions were built.

Stanislaus County has consistently had a lower proportion of renter households than the City of Turlock. Table 5 compares household tenure of Turlock and Stanislaus County. Renter households accounted for approximately 38 percent of the total between 1980 and 2000, dropping slightly to 36 percent in 2007. Traditionally, college students attending California State University, Stanislaus account for Turlock's higher proportion of renter households.

Table 5: Household Tenure - Turlock and Stanislaus County

	<i>City of Turlock</i>		<i>Stanislaus County</i>	
	<i>Number</i>	<i>Percent</i>	<i>Number</i>	<i>Percent</i>
1980				
Owners	5385	54.3%	59,181	62.4%
Renters	4533	45.7%	95,661	37.6%
1990				
Owners	7,712	52.5%	76,103	60.7%
Renters	6,992	47.6%	49,272	39.3%
2000				
Owners	10,272	55.8%	89,912	61.9%
Renters	8,136	44.2%	55,341	38.1%
2007				
Owners	13,395	58.4%	100,425	63.9%
Renters	9,538	41.6%	56,837	36.1%

Source: 1980, 1990 and 2000 US Census; 2007 American Community Survey

Household Income- Median Household Income

The median household income in the Turlock is estimated at \$48,077 in 2007. Table 6 compares Turlock's and Stanislaus County's median household income in real dollars from 1980 to 2007. The data show that between 2000 and 2007, median household income in Turlock increased slower than the county as a whole (3.0 versus 3.4 percent per year), while it had outpaced County income growth in previous years.

Table 6: Median Household Income Trends - Turlock and Stanislaus County

<i>Year</i>	<i>Income</i>	<i>Change</i>	<i>% Change</i>	<i>Annual % Change</i>
<i>City of Turlock</i>				
1980	\$14,710			
1990	\$27,293	\$12,583	85.5%	8.6%
2000	\$39,050	\$11,757	43.1%	4.3%
2007	\$48,077	\$9,027	23.1%	3.0%
<i>Stanislaus County</i>				
1980	\$16,074			
1990	\$29,793	\$13,719	85.3%	8.5%
2000	\$40,101	\$10,308	34.6%	3.5%
2007	\$50,616	\$10,515	26.2%	3.4%

Source: 1980, 1990 and 2000 US Census; 2007 American Community Survey

Households by Income

Generally, the proportion of households in the City of Turlock with incomes less than \$15,000 has decreased significantly since 2000, from 19 percent in 2000 to eight percent in 2007.

Additionally, according to the 2007 American Community Survey, just over 21 percent of households in Turlock earn over \$100,000 per year. The proportion of households earning between \$15,000 and \$35,000 increased slightly from 26 percent to 29 percent. Table 7 shows household income by cohort.

Table 7: Households by Income – Turlock, 1990-2007

<i>Income Ranges</i>	<i>1990</i>		<i>2000</i>		<i>2007</i>	
	<i>Number</i>	<i>Percent</i>	<i>Number</i>	<i>Percent</i>	<i>Number</i>	<i>Percent</i>
Less Than \$10,000	2,166	14.7%	2,036	11.1%	776	3.4%
\$10,000-\$14,999	1,637	11.1%	1,370	7.5%	1,049	4.6%
\$15,000-\$24,999	2,159	14.7%	2,662	14.5%	4,019	17.5%
\$25,000-\$34,999	2,658	18.1%	2,163	11.8%	2,555	11.1%
\$35,000-\$49,999	2,614	17.8%	3,106	16.9%	3,266	14.2%
\$50,000-\$74,999	1,914	13.0%	3,709	20.2%	3,496	15.2%
\$75,000-\$99,999	513	3.5%	1,833	10.0%	2,914	12.7%
\$100,000+	352	2.4%	1,506	8.2%	4,858	21.2%

Source: 1990 and 2000 Census; 2007 American Community Survey

Income Cohorts

The US Department of Housing and Urban Development (HUD) and the California Department of Housing and Community Development (HCD) estimate Area Median Incomes (AMI) annually for each county or metropolitan area. In turn, these AMIs are used to create qualifying criteria in many housing programs, such as the Community Development Block Grant (CDBG), HOME Investment Partnerships, and Low Income Housing Tax Credits (LIHTC). HUD defined the 2008 AMI for a family of four in the Modesto MSA (defined as Stanislaus County) as \$56,500.

In addition to estimated annual income, HCD has established standard income groups. They are defined as: (1) Extremely Low Income, which are households earning less than 30 percent of AMI; (2) Very Low Income, which are households earning between 30 and 50 percent of the AMI; (3) Low Income, for households earning between 50 percent and 80 percent of the AMI; (4) Moderate Income, for households earning between 80 percent and 120 percent of the AMI, and; (5) Above Moderate Income are households earning over 120 percent of the AMI. Generally, these categories are used to determine household eligibility for federal and local programs.

Table 8 shows the income ranges for each income category based on the fiscal year 2009 Stanislaus County AMI for a four-person household, which is \$56,500. This table also shows the estimated distribution of all Turlock households by these income categories for 2000 and 2007. However, it is important to note that not every household in each income category has four people. For instance, while in 2007 2,661 households in Turlock had annual incomes less than \$17,900, some of those are households of only one or two people, while others are households of three, four, or more people. The category descriptor “Extremely Low” in this case only applies to those households making \$17,900 or less *and* that also have four or more people.

Table 8: Households by 2009 Income Categories – Turlock, 2007
2009 HCD Area Median Income: \$59,600 (four person household)

<i>Income Category</i>	<i>Income Range</i>	<i>Number</i>	<i>Percent</i>
Extremely Low	Less than \$17,900	2,991	13.0%
Very Low	\$17,901 - \$29,800	4,080	17.8%
Low	\$29,801 - \$47,700	4,105	17.9%
Moderate	\$47,701 - \$71,500	3,496	15.2%
Above Moderate	Greater Than \$71,500	8,261	36.0%

Source: 2007 American Community Survey; Dyett & Bhatia

Due to the limitations of this income data, we supplement it with some general estimates of the distribution of households in 2000 by HCD income categories, this time from a different source (Comprehensive Housing Affordability Strategy, or CHAS, data). These are reflected in Table 9 below.

Table 9: Turlock Households by HCD Income Category (2000)

<i>Extremely Low</i>	<i>Very Low</i>	<i>Low</i>	<i>Moderate and Above Moderate</i>
13%	12%	17%	58%

Source: HUD State of the Cities Data System: Comprehensive Housing Affordability Strategy (CHAS) Data, 2000

Comparing Tables 8 and 9, we see that the two data sources and time periods show relatively similar breakdowns of Turlock households by income category. Both sources consider all household sizes, rather than just four-person households; therefore, they both likely overestimate the number of larger households in the Extremely Low and Very Low income cohorts. In line with this data, Turlock expects the share of households with Extremely Low incomes to remain about the same in the future as measured in 2000 and 2007: around 13 percent of all households.

CHAS data also provides information on the tenure of Extremely Low income households. In 2000, 75 percent of Extremely Low income households were renters, and 25 percent were owners.

It is anticipated that the City's use of RDA Housing set aside funds would reflect the needs by income and by household size as part of the selection criteria of housing projects over this five year period.

EXCESS/SURPLUS OF FUNDS

As defined in the California Health and Safety Codes Section 33334.12(g)(1), an Agency has an excess/surplus at any time that unexpended monies in the Agency's low and moderate income fund exceeds the greater of \$1 million or the total funds deposited in the low and moderate income housing fund over the preceding four fiscal years. These surplus/excess funds must be transferred within one year or spent or encumbered within two years.

In the event that an excess or surplus does exist, the Agency has one year to develop a plan to expend the surplus or excess funds. At the end of the year, the Agency has the option to transfer those excess/surplus funds to the County Housing Authority. The funds may not be transferred to the Housing Authority at any point thereafter.

If the excess/surplus funds are not transferred to the County Housing Authority, the Agency must expend or encumber the funds within the following two years. In other words, the Agency has three years from the date upon which an excess/surplus is accumulated to expend or encumber the excess/surplus funds without penalty.

Due to the level of housing development and rehabilitation efforts planned by the Agency within the next year, the Agency is NOT projected to have excess or surplus funds during the period. In addition, given projected expenditures for the housing programs over the next five years, the Agency does not anticipate having excess or surplus funds during the next five year period.

LINKAGE WITH HOUSING SET ASIDE FUND EXPENDITURES

The City of Turlock, through the development of the Consolidated Plan Housing Strategy, has determined that there is a need to provide and encourage the development of very low, low and moderate income housing throughout major portions of the City. The planned use of the Housing Funds in the project area will be undertaken in accordance with these policy documents, and will continue to be expended to fulfill these established goals and objectives. The use of these funds will directly increase and improve the supply of affordable housing within the City of Turlock. In addition, the use of funds for housing programs will help eliminate blighting characteristics such as deteriorated and dilapidated housing, unsafe or unhealthy building conditions and defective design and character of physical condition.

The following table from the Housing Element summarizes the City of Turlock’s quantified objectives for Housing production by Income level over the time frame of the Element. The City of Turlock will meet production requirements through programs listed as set aside project on page 7.

Table 10: Quantified Housing Objectives – Turlock, 2007-2014

	Extremely Low	Very Low	Low	Moderate	Above Moderate
New Construction	346	459	452	664	945
Rehabilitation					
Single Family Homes – Rehab Loans	0	25	25	0	0
Foreclosures	0	0	3	3	0
Multifamily	8	8	8	0	0
Conservation/Preservation ¹	0	0	0	0	0
Total	354	492	488	667	945

1. There are no units at risk of converting from affordable to market-rate during this Housing Element cycle.

Source: Dyett & Bhatia

Housing Stock Characteristics

According to the 2007 American Community Survey, Turlock had a total of 22,933 housing units. Of these units, 13,395 were owner occupied and 9,538 were renter occupied. The highest percentage of both owners and renters lived in single-family residences. Over 90 percent of owner households lived in single-family detached homes. In renter households, 32 percent lived in single-family detached homes, 16 percent lived in single-family attached homes, and 17 percent lived in 3-4 unit buildings.

Housing Units In Need of Rehabilitation or Replacement

In 2003, Laurin Associates conducted a citywide survey of residential property to assess general housing conditions. Units were evaluated by an exterior survey of quality, condition, and improvement action. Table 11 lists the type of information gathered by the survey and the scoring system. The results are summarized in Table 12. As the table shows, 99.8 percent of housing units in Turlock are either in sound condition or in need of minor repairs, such as patching paint or replacing a window or roof patch. The City administers a rehabilitation loan program through its Housing Division for households earning 80 percent of AMI or below, and it has been successful at maintaining the city's housing stock.



Table 11: Housing Condition and Improvement Survey Factors

<i>Factor</i>	<i>Criteria</i>
Housing Type	Single Family Duplex Moderate-Multiple Minor Four-Plex Five-Plex Multi-Family Apartments Multi-Family Condominiums Mobile homes Other (e.g., motel, residential hotel, etc.)
Units in Structure	Actual number within structure or complex.
Improvement Action	Each residential structure was scored according to structural criteria established by the State Department of Housing and Community Development (HCD). There are five structural categories; foundation, roofing, siding, windows, and electrical and two supplemental categories; frontage improvements and additional factors. Within each category, the housing unit is rated from "no repairs needed" to "replacement needed." Points are aggregated for each unit and a designation is made as follows:
<i>Housing Condition Rating</i>	
Sound	9 or less points: no repairs needed, or only one minor repair needed such as exterior painting or window repair
Minor	10 to 15 points: one or two minor repairs needed, or only one minor repair needed such as patching and painting of siding or roof patching or window replacement.
Moderate	16 to 39 points: two or three minor repairs needed.
Substantial	40 to 55 points: repairs needed to all surveyed items: foundation, roof, siding, window, and doors.
Dilapidated	56 or more points: the costs of repair would exceed the cost to replace the residential structure.

Source: Laurin Associates, Turlock Housing Element, 2003

Table 12: Housing Condition Survey Summary, 2003

Type and Condition	Single Family		Multifamily		Duplex		Mobile Home		Total	
	#	%	#	%	#	%	#	%	#	%
Sound	9,445	68.2%	2,487	67.7%	456	49.1%	299	92.3%	12,687	67.6%
Minor	4,366	31.5%	1,186	32.3%	466	50.1%	4	1.1%	6,022	32.0%
Moderate	34	0.3%	0	0%	6	0.6%	6	1.9%	46	0.2%
Substantial	1	0.0%	0	0%	2	0.2%	7	2.2%	10	0.1%
Dilapidated	2	0.0%	0	0%	0	0.0%	8	2.5%	10	0.1%
Total	13,848	100%	3,673	100%	930	100%	324	100%	18,775	100%

Source: Laurin Associates, Turlock Housing Element, 2003

No similar survey of the city's housing stock has been conducted since 2003. The closest approximation for more recent data is from the 2007 American Community Survey, which tracks the number of housing units with incomplete plumbing and kitchen facilities. According to the Survey, less than one percent of units in Turlock had incomplete plumbing and/or kitchen facilities in 2007. Data on incomplete plumbing and/or kitchen facilities are shown in Table 13.

Table 13: Housing Units with Incomplete Plumbing and/or Kitchen Facilities – Turlock, 2007

Housing Units	Number	Percent
Total Housing Units	24,872	100.0%
Plumbing Facilities		
Complete Plumbing Facilities	24,712	99.4%
Incomplete Plumbing Facilities	160	0.6%
Kitchen Facilities		
Complete Kitchen Facilities	24,663	99.2%
Incomplete Kitchen Facilities	209	0.8%

Source: 2007 American Community Survey

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A } RESOLUTION NO. 2013-
LONG-RANGE PROPERTY }
MANAGEMENT PLAN ADDRESSING THE }
DISPOSITION AND USE OF FORMER }
REDEVELOPMENT AGENCY }
PROPERTIES, AND APPROVING THE }
DISPOSITION AND TRANSFER OF }
THOSE PROPERTIES IDENTIFIED IN }
THE PLAN AS GOVERNMENTAL USE, }
ENFORCEABLE OBLIGATION, OR }
FUTURE DEVELOPMENT PROPERTIES }
TO THE CITY OF TURLOCK IN }
CONFORMANCE WITH THE PLAN AND }
THE DISSOLUTION LAW }
_____ }

WHEREAS, Health and Safety Code Section 34191.5(b) requires a successor agency to prepare and submit for approval to the oversight board and the California Department of Finance a long-range property management plan within six months of receiving a finding of completion; and

WHEREAS, Health and Safety Code Section 34191.5(c) requires that the long range property management plan include certain information and address the disposition and use of real property that was owned by the former redevelopment agency; and

WHEREAS, the Turlock Successor Redevelopment Successor Agency received its Finding of Completion under Health and Safety Code Section 34179.7 from the California Department of Finance on April 26, 2013; and

WHEREAS, ORSA has prepared and approved for submittal to the Oakland Oversight Board and the California Department of Finance a Long-Range Property Management Plan (the "Plan") that includes the required information and addresses the disposition and use of real property formerly owned by the Redevelopment Agency of the City of Turlock; and

WHEREAS, approval of the Plan will allow the City of Turlock to retain certain properties for governmental use pursuant to Health and Safety Code Section 34191.5(c)(2), all of which either have no market value and produce no revenue, or were acquired and/or improved using tax allocation bond proceeds and thus are subject to enforceable obligations in the form of bond covenants and/or federal tax laws restricting the use of revenue and sales proceeds to redevelopment purposes; and

WHEREAS, approval of the Plan will allow the City of Turlock to retain certain properties needed to fulfill existing enforceable obligations pursuant to Health and Safety Code Section 34191.5(c)(2), all of which were acquired and/or improved using tax allocation bond proceeds and thus are subject to enforceable obligations in the form of bond covenants and/or federal tax laws restricting the use of revenue and sales proceeds to redevelopment purposes; and

WHEREAS, approval of the Plan will allow the City of Turlock to receive and retain certain properties for future development pursuant to Health and Safety Code Section 34191.5 (c)(2), with the City sharing any net unrestricted proceeds from the sale or lease of such properties to developers with each taxing entity in an amount proportionate to the taxing entity's share of property tax revenues; and

WHEREAS, approval of the Plan will allow the Turlock Redevelopment Successor Agency to proceed with the sale of various properties pursuant to Health and Safety Code Section 34191.5 (c)(2), with the net unrestricted proceeds from the sale to be distributed as property tax to each taxing entity in accordance with Health and Safety Code Section 34191(c)(2)(B) in an amount proportionate to the taxing entity's share of property tax revenues; and

WHEREAS, the Turlock Oversight Board has determined it is in the best interests of the affected taxing entities in Stanislaus County to proceed with disposition and use of former Redevelopment Agency properties pursuant to the Plan.

NOW, THEREFORE IS BE RESOLVED that based on the foregoing recitals and the documentation presented to the Turlock Oversight Board at a public meeting, the Turlock Oversight Board does resolve as follows:

SECTION 1. The Turlock Oversight Board hereby approves the Long-Range Property Management Plan in substantially the form attached to this Resolution as ***Exhibit A***

SECTION 2. The Turlock Oversight Board finds and determines that the Long-Range Property Management Plan, the disposition and use of property pursuant to the Plan, and the provisions of the Plan pertaining to compensation and payments to the taxing entities of net unrestricted revenues and sales proceeds, will be of benefit to the taxing entities for the reasons set forth in the staff report accompanying this Resolution.

SECTION 4. The Turlock Oversight Board hereby approves the transmittal of the Plan to the California Department of Finance substantially in the form attached hereto as ***Exhibit A***, and upon approval of the Plan by the Department of Finance, authorizes Turlock Successor Agency take such actions as necessary to implement the Plan.

SECTION 5. The Turlock Oversight Board hereby approves the disposition and transfer of those properties identified in the Plan as governmental use, those properties needed to fulfill enforceable obligations, and those properties planned for future development, to the City of Oakland in conformance with the Plan and Health and Safety Code Section 34191.5. The disposition of those properties designated in the Plan for sale by Turlock Successor Agency shall be subject to the Board's future approval of the terms and conditions of any such sale.

PASSED AND ADOPTED at a regular meeting of the Oversight Board for the City of Turlock this 13th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Kellie E. Weaver, Board Secretary,
City of Turlock, County of Stanislaus,
State of California