City of Stockton

City Council/Successor Agency of the Redevelopment Agency/Public Financing Authority/Parking Authority Concurrent Agenda

Meeting Agenda - Final

City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority/Parking Authority Concurrent

Kevin J. Lincoln II (At Large) Mayor/Chair
Christina Fugazi (District 5) Vice Mayor/Vice Chair
Sol Jobrack (District 1)
Daniel R. Wright (District 2)
Paul Canepa (District 3)
Susan Lenz (District 4)
Kimberly Warmsley (District 6)

Tuesday, June 14, 2022 **4:00 PM** **Council Chamber, City Hall, 425 N. El Dorado Street, Stockton CA**

Closed Session 4:00 PM :: Regular Session 5:30 PM

1. CLOSED SESSION CALL TO ORDER/ROLL CALL

2. ADDITIONS TO CLOSED SESSION AGENDA

3. ANNOUNCEMENT OF CLOSED SESSION

3.1 22-0515 **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Number of Cases: Two

Name of Case: Fire Fighter Engineer Robert Forster, (Workers' Compensation Appeals Board Case No. ADJ unassigned)

Name of Case: Kurt Wilson v. City Council of Stockton, et al. (San Joaquin County Superior Court Case No. STK-CV-UVM-2019-12404)

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

Department: City Attorney

3.2 22-0516 **CONFERENCE WITH LABOR NEGOTIATOR**

Recommended Action: Agency Designated Representative: City Manager Harry Black

Employee Organizations: Unrepresented Units, Stockton City Employees' Association, Operating Engineer's Local 3, Mid-Management/Supervisory Level Unit, Unrepresented Management/Confidential, Law Department, Stockton Police Management Association, Stockton Firefighters Local 456 International Association of Firefighters, Stockton Fire Management, Stockton Police Officers' Association (SPOA)

This Closed Session is authorized pursuant to section 54957.6(a) of the Government Code.

Department: City Attorney

3.3 22-0517 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

Recommended Action: City Manager

This Closed Session is authorized pursuant to Government Code section 54957.

Department: City Attorney

3.4 22-0518 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

Recommended Action: City Attorney

This Closed Session is authorized pursuant to Government Code section 54957.

Department: City Attorney

3.5 22-0519 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

Recommended Action: City Clerk

This Closed Session is authorized pursuant to Government Code section 54957.

Department: City Attorney

3.6 22-0520 **CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION**

Number of Cases: One

Based on existing facts and circumstances, there is significant exposure to litigation pursuant to Government Code section 54956.9(b).

Department: City Attorney

4. CLOSED SESSION PUBLIC COMMENT*

5. RECESS TO CLOSED SESSION

6. REGULAR SESSION CALL TO ORDER/ROLL CALL

7. INVOCATION/PLEDGE TO FLAG

8. REPORT OF ACTION TAKEN IN CLOSED SESSION

9. ADDITIONS TO REGULAR SESSION AGENDA***

10. RECOGNITIONS, ANNOUNCEMENTS, OR REPORTS

11. PUBLIC COMMENTS* – MATTERS NOT ON THE AGENDA

12. CONSENT AGENDA

12.1 22-0290 AUTHORIZE AGREEMENTS WITH MUNICIPAL ADVISOR FIRMS TO ESTABLISH A POOL FOR THE ISSUANCE OF MUNICIPAL DEBT AND FOR INDEPENDENT REGISTERED MUNICIPAL ADVISOR SERVICES

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Authorize the City Manager to execute agreements with three municipal advisor firms for the purpose of forming a vendor pool to issue bonds and other municipal debt instruments for the financing of capital facilities and infrastructure, and the refinancing of existing debt issuances. The term of the contracts are five years with no option to extend.

2. Authorize the City Manager to include in the executed agreement with Del Rio Advisors, LLC, a section pertaining to them acting as the City's Independent Registered Municipal Advisor, for a term of five years with no option to extend.

3. Authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the motion.

Department: Administrative Services

Attachments: Attachment A - Del Rio Advisors, LLC

Attachment B - Fieldman Agreement

Attachment C - KNN Agreement

12.2 22-0546 CONSIDERATION OF AN ORDINANCE AMENDING TITLE 8, CHAPTER 8.92, SECTIONS 8.92.010 AND 8.92.090 AND ADDING

SECTIONS 8.92.140 AND 8.92.150 OF THE STOCKTON MUNICIPAL CODE RELATING TO ADMINISTRATIVE PENALTIES FOR UNLAWFUL FIREWORKS AND STRICT LIABILITY FOR THE UNLAWFUL IGNITION, USE, DISCHARGE, OR DISPLAY OF FIREWORKS BY OTHER PERSONS

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt an urgency ordinance amending Title 8, chapter 8.92 Section 8.92.010 and 8.92.090 and adding sections 8.92.140 and 8.92.150 of the Stockton Municipal Code relating to administrative penalties for unlawful fireworks and strict liability for the unlawful ignition, use, discharge, or display of fireworks by other persons.

Department: City Attorney

Attachments: Attachment A - Proposed Social Host Ordinance (redline)

Attachment B - Administrative Penalties in Select Jurisdictions

Proposed Social Host Ordinance (clean)

12.3 22-0593 **APPROVAL OF CITY COUNCIL MINUTES**

Recommended Action: RECOMMENDATION

Approve the minutes from the City Council meeting of April 19, 2022 and the Special City Council meeting May 3, 2022

Department: City Clerk

Attachments: Attachment A – 2022-04-19 Minutes

Attachment B – 2022-05-03 Minutes

12.4 21-0329 **AUTHORIZE A FAÇADE IMPROVEMENT FORGIVABLE LOAN FOR $109,316 TO PRICE RITE RESTAURANT EQUIPMENT FOR PROPERTY LOCATED AT 706 EAST WEBER AVENUE**

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1. Authorizing a Fa□ade Improvement Forgivable Loan to Price Rite Restaurant Equipment for property located at 706 East Weber Avenue in the amount of $109,316.

2. Authorizing the City Manager, or designee, to take all actions necessary and appropriate to carry out the purpose and intent of the resolution.

Department: Economic Development

Attachments: Attachment A - Vicinity Map
Attachment B - Property Photos
Attachment C - Renderings
Proposed Resolution - Facade 706 East Weber Avenue

12.5 22-0449 **ADOPT A RESOLUTION TO APPROVE AN AMENDMENT TO THE 2020-2024 CONSOLIDATED PLAN, AND AN AMENDMENT TO THE 2021-2022 ANNUAL ACTION PLAN, AND ACCEPT AND APPROPRIATE THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME-ARPA) AMERICAN RECOVERY SUPPLEMENTAL ACT FUNDING FOR ACTIVITIES TO MITIGATE AND CONTAIN THE SPREAD OF COVID-19**

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Amend the 2020-2024 Consolidated Plan, 2021-2022 Annual Action Plan,

2. Approve and accept the HOME-ARPA funding allocation of $6,380,677,

3. Approve and authorize the execution of the HOME-ARPA Standard Agreement, and any associated documents, with the Department of Housing and Urban Development (HUD) to accept grant funding; and,

4. Authorize the City Manager, or designee, to appropriate grant funds and to take necessary actions to carry out the purpose and intent of this resolution.

Department: Economic Development

Attachments: Attachment A - Resolution No. 2022-04-05-1602
Proposed Resolution - HOME ARP
Exhibit 1 - HOME- ARP

12.6 22-0511 **APPROVE A MOTION TO JUSTIFY EXCEPTION TO THE COMPETITIVE BID PROCESS AND ENTER INTO SERVICE AGREEMENTS WITH EMPOWER RETIREMENT, LLC, FOR INVESTMENT AND RECORDKEEPING ADMINISTRATION SERVICES FOR THE 457(B), 457(B) PART-TIME, TEMPORARY, SEASONAL, AND 401(A) DEFERRED COMPENSATION PLANS**

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Approve entering into the service agreements with Empower Retirement, LLC, for investment and recordkeeping administration services for the 457(b), 457(b) Part-Time, Temporary, Seasonal employees, and 401(a) Deferred Compensation Plans;

2. Authorize the City Manager to execute one-year service agreements with the option of two (2), one (1) year extensions, for investment and recordkeeping administration services; and

3. Approve findings pursuant to Stockton Municipal Code 3.68.070 in support of an exception to the competitive bidding process.

It is also recommended that the City Manager be authorized to take necessary and appropriate actions to carry out the purpose and intent of the motion.

Department: Human Resources

Attachments: Attachment A - 401(a) Plan

Attachment B - 457(b) Deferred Comp Plan

Attachment C - 457(b) Part-Time Deferred Comp Plan

12.7 22-0468 ADOPT A RESOLUTION APPROVING SUBMITTAL OF A GRANT APPLICATION TO THE DEPARTMENT OF WATER RESOURCES DELTA WATER QUALITY AND FISH FACILITIES PROGRAM

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution approving submittal of a grant application to the Department of Water Resources for the Delta Water Quality and Fish Facilities Program.

It is also recommended that the City Manager be authorized to take all necessary and appropriate actions to carry out the purpose and intent of this resolution.

Department: Municipal Utilities

Attachments: Proposed Resolution

12.8 22-0473 AWARD A PROFESSIONAL SERVICES AGREEMENT TO GEOSYNTEC CONSULTANTS, INC. TO PERFORM A GEOTECHNICAL INVESTIGATION FOR THE DELTA WATER TREATMENT PLANT GROUNDWATER RECHARGE PROJECT

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Approve the filing of a Notice of Exemption No. NOE 16-22 under the California Environmental Quality Act (CEQA) for the geotechnical Investigation, (Exhibit 1 to the Resolution).

2. Approve findings pursuant to Stockton Municipal Code section 3.68.070 which support and justify an exception to the competitive bidding process.

3. Award a Professional Services Agreement to Geosyntec Consultants, Inc. of Rancho Cordova, CA in the not-to-exceed amount of $538,303 to perform a geotechnical investigation and complete a hydrogeologic characterization report for the Delta Water Treatment Plant Groundwater Recharge Project.

It is also recommended that the City Manager be authorized to take all appropriate and necessary actions to carry out the purpose and intent of this resolution.

Department: Municipal Utilities

Attachments: Proposed Resolution

Exhibit 1 - NOE16-22

Exhibit 2 - Professional Services Agreement

12.9 22-0475 APPROVE ONE-YEAR EXTENSION TO MEMORANDUM OF UNDERSTANDING BETWEEN THE ANIMAL PROTECTION LEAGUE AND THE CITY OF STOCKTON IN THE AMOUNT OF $1,590,472

Recommended Action: RECOMMENDATION

It is recommended that City Council approve a motion to:

1. Authorize the City Manager to renew the Memorandum of Understanding (MOU) between the Animal Protection League and the City of Stockton, by executing a one-year extension, at a cost of $1,590,472.

It is further recommended that the City Manager be authorized and directed to make any and all expenditures and appropriations on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion.

Department: Police

Attachments: Attachment A - MOU Amendment 3

Attachment B - Animal Protection League - MOU

Attachment C - MOU Amendment 1

Attachment D - MOU Amendment 2

12.10 22-0466 APPROVE MOTION TO AWARD A SERVICE CONTRACT FOR

EMERGENCY ON-CALL TREE SERVICES

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Approve the specifications for Emergency On-Call Tree Services, Project No. OM-22-051.

2. Award a three-year Service Contract in the amount of $604,800 ($201,600 annually) to West Coast Arborists, Inc. of Stockton, CA, for Emergency On-Call Tree Services, Project No. OM-22-051.

3. Authorize the City Manager to execute up to two optional one-year extensions to the original term of the Service Contract, in the amount of $201,600 annually, for a total contract amount of $1,008,000.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Department: Public Works

Attachments: Attachment A - Contract for Services

12.11 22-0391 ADOPT RESOLUTION TO AUTHORIZE THE RECTANGULAR RAPID FLASHING BEACON INSTALLATION PROJECT

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Approve the Notice of Exemption No. NOE43-19 under the California Environmental Quality Act for the Rectangular Rapid Flashing Beacon Installation, Project No. WT19004/Federal Project No. HSIPL-5008(185).

2. Approve the plans and specifications for the Rectangular Rapid Flashing Beacon Installation, Project No. WT19004/Federal Project No. HSIPL-5008(185).

3. Transfer funds in the amount of $59,435 from the Wilson Way Bridge Slope Protection, Project No. WT18021, to the Rectangular Rapid Flashing Beacon Installation, Project No. WT19004/Federal Project No. HSIPL-5008(185).

4. Award a Construction Contract in the amount of $245,946 to Construction H, Inc. of San Pablo, CA, for the Rectangular Rapid Flashing Beacon Installation, Project No. WT19004/Federal Project No. HSIPL-5008(185).

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Department: Public Works

Attachments: Attachment A - Vicinity Map

Proposed Resolution

Exhibit 1 - Notice of Exemption

Exhibit 2 - Construction Contract

12.12 22-0401 APPROVE MOTION TO AWARD A SERVICE CONTRACT FOR CITY OF STOCKTON CUSTODIAL SERVICES

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Award a multi-year Service Contract through June 30, 2027, in the amount not to exceed $5,147,404.59, to Imperial Maintenance Services, Inc. of Stockton, CA, for City of Stockton Custodial Services, Project No. OM-22-005.

2. Authorize the City Manager to execute two optional one-year extensions to this Service Contract upon completion of the original term, in the amount not to exceed $2,275,148.40, for a total amount of $7,422,552.99.

3. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Department: Public Works

Attachments: Attachment A - Contract - Imperial Maintenance

Attachment B - Financial Breakdown - Baseline

Attachment C - Financial Breakdown - Optional Extensions

12.13 22-0404 ADOPT RESOLUTION TO AUTHORIZE THE CRACK SEALING VARIOUS STREETS PROJECT

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Approve Notice of Exemption No. NOE3-22 under the California Environmental Quality Act for the Crack Sealing Various Streets, Project No. WT22003.

2. Approve the plans and specifications for the Crack Sealing Various Streets, Project No. WT22003.

3. Award a Construction Contract in the amount of $224,800 to Pavement Coatings Co. of Sacramento, CA, for the Crack Sealing Various Streets, Project No. WT22003.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Department: Public Works

Attachments: Attachment A - Vicinity Map

Proposed Resolution

Exhibit 1 - Notice of Exemption No. 3-22

Exhibit 2 - Construction Contract

12.14 22-0405 THE FISCAL YEAR 2022-23 PROJECT LIST FOR THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (SB1) AND SUBMITTAL OF REPORTS TO THE CALIFORNIA TRANSPORTATION COMMISSION

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Approve the Fiscal Year 2022-23 project list for the Road Repair and Accountability Act of 2017 (SB1).

2. Approve submittal of reports to the California Transportation Commission related to the Road Repair and Accountability Act of 2017 (SB1).

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Department: Public Works

Attachments: Attachment A - Approved FY 2021-22 Project List

Proposed Resolution

Exhibit 1 - RMRA Project List FY 2022-23

13. ADMINISTRATIVE MATTERS

14. UNFINISHED BUSINESS

15. NEW BUSINESS

15.1 22-0469 APPROVAL OF THE DRAFT MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT INFRASTRUCTURE FINANCING PLAN

Recommended Action: RECOMMENDATION

It is recommended that City Council adopt a Resolution approving the Draft Mossdale Tract Enhanced Infrastructure Financing District (EIFD) Infrastructure Financing Plan (IFP).

Department: City Manager

Attachments: Attachment A - Mossdale Tract EIFD - Financing Plan

Proposed Resolution - Mossdale Tract EIFD IFP

15.1 - PPT - Mossdale Tract EIFD IFP

15.2 22-0451 ADOPT AN ORDINANCE AMENDING STOCKTON MUNICIPAL CODE TITLE 8, CHAPTERS 8.04 COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS, AND GREEN WASTE AND 8.28 CONSTRUCTION AND DEMOLITION DEBRIS WASTE REDUCTION

Recommended Action: RECOMMENDATION

It is recommended that the City Council:

1. Adopt an Ordinance amending Stockton Municipal Code Title 8, Chapters 8.04 (Collection of Solid Waste, Recyclable Materials, and Green Waste) and 8.28 (Construction and Demolition Debris Waste Reduction) to ensure compliance with Senate Bill 1383.

2. Authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the Ordinance adopted by Council.

Department: Public Works

Attachments: Attachment A - Proposed Ordinance (Redline)

Proposed Ordinance (Clean)

15.2 - PPT - SB 1383 Ordinance

15.3 22-0303 ADOPT RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF IMPROVEMENT AREA 2 OF THE CITY OF STOCKTON COMMUNITY FACILITIES DISTRICT NO. 2018-2 (WESTLAKE VILLAGES II), APPROVE AND DIRECT THE

EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVE THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVE SALE OF SUCH BONDS, AND APPROVE OTHER RELATED DOCUMENTS AND ACTIONS

Recommended Action: RECOMMENDATION

It is recommended that City Council adopt a resolution to authorize the issuance and sale of Special Tax Bonds, payable from Special Taxes, for and on behalf of Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) in the estimated amount of $10,625,000 (not-to-exceed $12,500,000), and direct the execution of a Fiscal Agent agreement, approve the bond sale, and approve all necessary actions and documents in connection with the issuance.

Department: Administrative Services

Attachments: Attachment A - Docs being Approved and Terms Used

Proposed Resolution - Issuance Westlake II IA2

Exhibit 1 - 2022 Fiscal Agent Agreement

Exhibit 2 - Bond Purchase Agreement

Exhibit 3 - Preliminary Official Statement

15.3 - PPT - CFD 2018-2 - Westlake Villages II IA 2

15.4 22-0578 **ACCEPT THE FISCAL YEAR 2021-22 SECOND QUARTER BUDGET STATUS UPDATE AND AUTHORIZE BUDGET AMENDMENTS**

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Accept this budget status report on the financial results for the Second Quarter of Fiscal Year (FY) 2021-22, and

2. Authorize five budget amendments shifting General Fund support from the Recreation Fund to the Golf Fund, transferring the budget for the maintenance of VanBuskirk from the Community Services Department Golf Fund to the Public Works Department General Fund, increasing the Tax Collection budget, appropriating fund balance to the Other Benefits Fund, and appropriate from PFF Street Improvements fund balance to Thornton Rd/Hammer Left Turn Lanes project WT15018.

It is further recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of the resolution.

Department: Administrative Services

Attachments: Attachment A - FY 2021-22 Second Quarter Budget Update
Attachment B - FY 2021-22 Second Quarter Revenues
Attachment C - FY 2021-22 Second Quarter Other Fund
Proposed Resolution - FY 2021-22 Second Quarter Update
15.4 - PPT - FY 2021-22 Second Quarter Budget Update

15.5 22-0543 **HOMELESS HOUSING, ASSISTANCE AND PREVENTION (HHAP) GRANT PROGRAM ROUND 3 DISCUSSION**

Recommended Action: RECOMMENDATION

Information only. No action is to be taken.

Department: Economic Development

Attachments: 15.5 - PPT - HHAP Round 3

15.6 22-0545 **ADOPT A RESOLUTION AUTHORIZING THE CITY TO APPLY FOR A GRANT AWARD FROM THE COUNTY OF SAN JOAQUIN TO ACQUIRE AND DEVELOP A LOW-BARRIER SHELTER PROGRAM FOR HOMELESS INDIVIDUALS**

Recommended Action: RECOMMENDATION

It is recommended that the City Council consider adopting a resolution to:

1. Authorize the City Manager to submit a request for, and accept, a one-time capital grant through the County of San Joaquin in the amount of $8,116,629 to support the creation of a low-barrier shelter program for homeless individuals.

2. Authorize an additional request to the County of San Joaquin of $1,371,450 to support the gap in operational funding for the first two years of operation.

3. Upon approval from the County, authorize the appropriation of $3,600,000 of American Rescue Plan Act funds, and total County grant funds, to the Salvation Army of Stockton for daily costs associated with operating a 125-bed shelter and capital project needs.

4. Authorize the City Manager, or designee, to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Department: Economic Development

Attachments: Attachment A - Salvation Army Application
Proposed Resolution - Low-Barrier Shelter
15.6 - PPT - Low Barrier Shelter Beds

15.7 22-0579 **APPOINTMENT TO THE STOCKTON CIVIL SERVICE/EQUAL EMPLOYMENT COMMISSION**

Recommended Action: RECOMMENDATION

Adopt a resolution appointing one member to the Civil Service Commission/Equal Employment Commission for a term commencing immediately and ending June 30, 2025.

Department: City Clerk

Attachments: Attachment A - Redacted Applications

Proposed Resolution - CSC Appointment

16. HEARINGS**

16.1 22-0436 ADOPT THE BUDGET FOR THE FISCAL YEAR 2022-23 CENTRAL STOCKTON LIGHTING MAINTENANCE ASSESSMENT DISTRICT

Recommended Action: RECOMMENDATION

This public hearing is to consider public comments and testimony regarding the Fiscal Year (FY) 2022-23 Central Stockton Lighting Maintenance Assessment District (District) Annual Engineer's Report, budget, and levy of assessments.

After the public hearing, if owners of more than 50 percent of the area of assessable lands within the District have not protested the proposed levy of annual maintenance assessments, it is recommended that the City Council adopt a resolution to:

1. Overrule any and all protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in the District in each zone.

2. Approve and adopt the District's Annual Engineer's Report for the FY 2022-23 containing the budget for each zone and confirm and levy the assessments for each zone as set forth in the Annual Engineer's Report.

3. Certify that the special assessment(s), fee(s), or charge(s) to be placed on the FY 2022-23 Secured Property Tax bill by the City of Stockton are certified to meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. Confirm that the assessments of the annual amount of costs and expenses for the maintenance and operation of the improvements upon the assessable lands in the District, as contained in the Annual Engineer's Report, shall be levied and collected for FY 2022-23. The assessments are in compliance with all laws pertaining to the levy of the annual assessment (State of California Streets and Highways Code Section 22500). The assessments are levied without regard to property valuation. The purpose of the assessments is to pay the costs and expenses for administration, maintenance, and operation of the Central Stockton Lighting Maintenance Assessment District, Zone 4, Oxford Manor.

5. Authorize the City Manager or designee, on behalf of the City Clerk, to file the assessments or a copy thereof certified by the City Clerk with the San Joaquin County Auditor and cause the assessments to be entered on the 2022-23 tax roll for the parcels in the District, Zone 4, Oxford Manor, as set forth in the Annual Engineer's Report on file with the City Clerk.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Department: Public Works

Attachments: Attachment A - Map of Lighting District

Attachment B - Proposed FY 2022-23 Budget

Proposed Resolution

16.1 - PPT - Lighting Maintenance Assessment Dist

16.2 22-0437 **ADOPT THE BUDGET FOR THE FISCAL YEAR 2022-23 STOCKTON CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 96-2**

Recommended Action: RECOMMENDATION

This public hearing is to consider public comments and testimony regarding the Fiscal Year (FY) 2022-23 Stockton Consolidated Landscape Maintenance Assessment District No. 96-2 (Consolidated Landscape District) Annual Engineer's Report, budget, and levy of assessments.

After the public hearing, if owners of more than 50 percent of the area of assessable lands within the Consolidated Landscape District have not protested the proposed levy of annual maintenance assessments, it is recommended that the City Council adopt a resolution to:

1. Overrule any and all protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in the Consolidated Landscape District in each zone.

2. Approve and adopt the Consolidated Landscape District's Annual Engineer's Report for the FY 2022-23 containing the budget for each zone and confirm and levy the assessments for each zone as set forth in the Annual Engineer's Report.

3. Certify that the special assessment(s), fee(s), or charge(s) to be placed on the FY 2022-23 Secured Property Tax bill by the City of Stockton are certified to meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. Confirm that the assessments of the annual amount of costs and expenses for the maintenance and operation of the improvements upon the assessable lands in the Consolidated Landscape District, as contained in the Annual Engineer's Report, shall be levied and collected for FY 2022-23. The assessments are in compliance with all laws pertaining to the levy of the annual assessment (State of California Streets and Highways Code Section 22500). The assessments are levied without regard to property valuation. The purpose of the assessments is to pay the costs and expenses for maintenance and operation of public parks and landscape improvements in public rights-of-way and public open spaces.

5. Authorize the City Manager or designee, on behalf of the City Clerk, to file the assessments or a copy thereof certified by the City Clerk with the San Joaquin County Auditor and cause the assessments to be entered on the 2022-23 tax roll for the parcels in the Consolidated Landscape District and each zone within the Consolidated Landscape District as set forth in the Annual Engineer's Report on file with the City Clerk.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Department: Public Works

Attachments: Attachment A - Vicinity Map
Attachment B - Proposed FY 2022-23 Budget
Attachment C - Summary of Zones
Proposed Resolution
16.2 - PPT - Landscape Maint Assessment Dist

16.3 22-0486 **HOLD PUBLIC HEARING FOR APPROVAL OF THE ANNUAL ENGINEER'S REPORT, FISCAL YEAR 2022-23 ANNUAL BUDGET, AND CONFIRM AND LEVY ASSESSMENTS FOR THE STOCKTON CONSOLIDATED STORM DRAINAGE MAINTENANCE ASSESSMENT DISTRICT 2005-1**

Recommended Action: RECOMMENDATION

The City Council, at its meeting on April 19, 2022, preliminarily approved and confirmed the Engineer's estimate of costs and expenses of the Consolidated Storm Drainage Maintenance Assessment District 2005-1 and the annual assessments related thereto and set a required public hearing for June 14, 2022.

It is recommended that the City Council now conduct a public hearing to consider public comment and testimony regarding the approval and adoption of the annual budgets and assessment rolls for the District.

After the public hearing, if a majority protest based on assessment amount does not exist, it is recommended that the City Council adopt a resolution to:

1. Overrule all public hearing protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in the District in each zone.

2. Approve and adopt the Stockton Consolidated Storm Drainage Maintenance Assessment District No. 2005-1 (District) Annual Engineer's Report for the Fiscal Year (FY) 2022-23, which contains the budget for each zone.

3. Confirm and levy the assessments for each zone as set forth in the Report.

4. File the assessments of a copy thereof, certified by the City Clerk or other City official, with the San Joaquin County Auditor and cause the assessments to be entered on the 2022-23 tax roll as set forth in the Annual Engineer's Report on file with the City Clerk.

5. Approve the Annual Report providing for various Amendments to the several Zone Assessment Diagrams showing segregated parcels created since the last Annual Report and directing the City Clerk to deliver said assessment to the Superintendent of Streets of the City, along with all Amendments to the Assessment Diagrams attached, with a certificate of such confirmation and of the date thereto, and that said Superintendent of Streets shall record all said Amendments to the Assessment Diagrams and assessment in a suitable book to be kept for that purpose.

6. Authorize the City Clerk to file in the office of the County Recorder a copy of the Amendments to the Assessment Diagrams, after the recording of the assessment and the Amendments to the Assessment Diagrams in the office of the Superintendent of Streets.

It is further recommended that the City Manager be authorized to take all appropriate and necessary actions to carry out the purpose and intent of this resolution.

Department: Municipal Utilities

Attachments: Attachment A - District Zones Location Map
Attachment B - Summary of Zone Budgets
Proposed Resolution
16.3 - PPT - Storm Drainage Maint Assessment Dist 2005-1

16.4 22-0489 **HOLD PUBLIC HEARING FOR APPROVAL OF THE ENGINEER'S REPORT, FISCAL YEAR 2022-23 ANNUAL BUDGETS AND ASSESSMENTS FOR INDUSTRIAL STORM DRAINAGE BASIN MAINTENANCE DISTRICTS**

Recommended Action: RECOMMENDATION

It is recommended that the City Council conduct the public hearing called for at its meeting on April 19, 2022, to consider public comment and testimony regarding the approval and adoption of the annual budgets and assessment rolls for the six districts listed below (each, a "District").

At the conclusion of the public hearing, if less than fifty percent (50%) of the owners of the assessable lands within a district file a protest of the proposed levy of annual maintenance assessments, it is recommended that the City Council adopt resolutions to:

1. Overrule all public hearing protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in each District, provided, as to each District, no majority protest exists.

2. Approve and adopt the preliminary Fiscal Year (FY) 2022-23 annual budget for each District.

3. Confirm and levy FY 2022-23 assessments for each of the following six industrial storm drainage basin maintenance assessment districts (Districts).

1) Western Pacific Industrial Park Storm Drainage Basin Maintenance District, Project Number 81-1 (Western Pacific)

2) Charter Way Industrial Site Storm Drainage Basin Maintenance District, Project Number 86-4 (Charter Way)

3) Arch Road Industrial Park Storm Drainage Basin Maintenance District, Project Number 84-2 (Arch Road)

4) Airport Gateway Center Storm Drainage Basin Maintenance District (Airport Gateway)

5) Stockton Airport Business Center Storm Drainage Basin Maintenance District, Project Number 84-1 (Stockton Airport)

6) North Newcastle Storm Pump Station and Basin Maintenance District, Project Number 20-1 (North Newcastle)

4. Approve and adopt the Report showing the 2022-23 assessments and the adjusted drainage acres to be used in assessing the costs and expenses in connection therewith as the method of assessment to be used to pay the costs and expenses of the maintenance and operation.

5. Approve, confirm, and levy the assessments, as set forth in the Report, of the annual amount of costs and expenses to maintain and operate the improvements upon the several subdivisions of land in each District, in proportion to the estimated benefits to be received by said subdivisions, respectively, from the operation of said improvements and of

the expenses incidental thereto, as set forth in each respective Report.

It is further recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of these resolutions.

Department: Municipal Utilities

Attachments: Attachment A - Storm Drainage Basin Districts Map
Attachment B - 2022-2023 Industrial District Budget
Proposed Resolution Airport Gateway Center
Proposed Resolution Arch Road Industrial
Proposed Resolution Charter Way Industrial
Proposed Resolution North Newcastle
Proposed Resolution Stockton Airport Business
Proposed Resolution Western Pacific
16.4 - PPT - Storm Drainage Basin Maint Dist

17. CITY MANAGER'S UPDATE

18. COUNCIL COMMENTS

19. ADJOURNMENT

INFORMATIONAL ITEMS

1. 22-0594 COUNCIL COMMITTEE/BOARD AND COMMISSION MINUTES

Recommended Action: RECOMMENDATION

Information item only. No action required.

Department: City Clerk

Attachments: Audit 2021-12-13
CICP 2021-08-11
LegEnv 2021-11-17
LegEnv 2021-12-15
LegEnv 2022-01-19

CERTIFICATE OF POSTING

I declare, under penalty of perjury, that I am employed by the City of Stockton and that I caused this agenda to be posted in the City Hall notice case on June 8, 2022, in compliance with the Brown Act.

Eliza R. Garza, CMC
City Clerk

By: Allison Lambertson Digitally signed by Allison Lambertson Date: 2022.06.08 12:09:30 -07'00'

Deputy

**Citizens may comment on any subject within the jurisdiction of the City Council/Successor Agency to the Redevelopment Agency/Public Finance Authority/Parking Authority, including items on the Agenda. Each speaker is limited to three minutes. Speakers must submit "Request to Speak" cards to the City Clerk, and be prepared to speak when called. No speaker cards will be received after the close of the Citizen's Comments portion of the meeting.*

***Speakers should hold comments on items listed as a Hearing until the Hearing is opened. If a large number of people desire to speak at a Hearing, the Mayor/Chair may reduce the amount of time allocated to each speaker to three (3) minutes.*

****Additions to the Agenda - Government Code Section 54954.2(b)(2), allows members of the City Council present at the meeting to take immediate action, with either a two-thirds or unanimous vote, to place an item on the agenda that action must be taken and that the item came to the attention of the City subsequent to the agenda being posted.*

All proceedings before this meeting body are conducted in English. The City of Stockton does not furnish language interpreters and, if one is needed, it shall be the responsibility of the person needing one.

In accordance with the Americans With Disabilities Act and California Law, it is the policy of the City of Stockton to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require a copy of a public hearing notice, or an agenda and/or agenda packet in an appropriate alternative format; or if you require other accommodation, please contact the Office of the City Clerk located at 425 North El Dorado Street, Stockton, California 95202 during normal business hours or by calling (209) 937-8459, at least 5 days in advance of the hearing/meeting. Advance notification within this guideline will enable the City/Agency to make reasonable arrangements to ensure accessibility.

Materials related to an item on this agenda submitted to City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 425 North El Dorado Street, Stockton, California 95202, during normal business hours. Such documents are also available on the City's website at www.stocktongov.com subject to staff's ability to post the documents before the meeting.

CHALLENGING CITY DECISIONS: The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section 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 City of Stockton, 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.

File #: 22-0290, **Version:** 1

AUTHORIZE AGREEMENTS WITH MUNICIPAL ADVISOR FIRMS TO ESTABLISH A POOL FOR THE ISSUANCE OF MUNICIPAL DEBT AND FOR INDEPENDENT REGISTERED MUNICIPAL ADVISOR SERVICES

RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Authorize the City Manager to execute agreements with three municipal advisor firms for the purpose of forming a vendor pool to issue bonds and other municipal debt instruments for the financing of capital facilities and infrastructure, and the refinancing of existing debt issuances. The term of the contracts are five years with no option to extend.

2. Authorize the City Manager to include in the executed agreement with Del Rio Advisors, LLC, a section pertaining to them acting as the City's Independent Registered Municipal Advisor, for a term of five years with no option to extend.

3. Authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the motion.

Summary

The City, on an as-needed basis, issues debt to finance the construction of capital facilities and infrastructure, and refinance existing debt when it is advantageous to do so. The frequency varies from year to year; however, the City typically issues or refinances existing debt from once to as much as five times per year. The City issues several types of debt including Lease Revenue Bonds, Certificates of Participation, Revenue Bonds, and Land-secured debt (1913/15 Act assessment bonds, Mello-Roos or Marks-Roos bonds).

Entering into agreements with the three recommended firms will create a pool of pre-qualified firms to provide municipal advisor services to support City debt issuances.

In addition, staff recommends selection of Del Rio Advisors as an Independent Registered Municipal Advisor (IRMA) to provide day-to-day financial advisory services and act as a liaison between City staff and the financing team. The IRMA is also expected to assist in the development of capital facility or infrastructure financial plans and assist and advise the City as to the most cost-effective financing plan for the debt that is being considered.

DISCUSSION

Background

On July 25,2017, the City Council, through Motion 2017-07-25-1102, authorized agreements with four financial (municipal) advisor firms to form a vendor pool to issue bonds and other municipal debt instruments for the financing of capital facilities and infrastructure, and the refinancing of existing debt. The pool expires on June 30, 2022.

Since March 2011, Del Rio Advisors, LLC served as the City's IRMA and provided the City with financial advice throughout its bankruptcy proceedings, various debt issuances and debt refunding transactions.

Present Situation

On November 29, 2021, the City released a Request for Statement of Qualifications (RFSOQ) for municipal advisor services. The objective of the RFSOQ was to ensure a fair, competitive procurement of municipal advisor services and identify firms capable of meeting the City's needs.

The City received four responses from interested municipal advisor firms. While all four firms met the minimum qualifications, the limited prospects for debt issuance projects in the next five years and scoring of the separate proposals has led to a recommendation to include only three of the firms in the pool.

Staff recommends executing agreements with the three firms listed below, forming a Municipal Advisor vendor pool.

- Del Rio Advisors, LLC
- Fieldman, Rolapp & Associates, Inc.
- KNN Public Finance, LLC

The firms all demonstrated a wide range of experience and expertise related to debt issues in California. It is anticipated the City will have a highly qualified pool of municipal advisors available for all types of financing that the City may pursue.

The committee also recommends that the City include in the contract with Del Rio Advisors, LLC, a section specific to the services provided as the City's IRMA, including day-to-day financial advisory services and acting as a liaison between City staff and financing teams. Del Rio Advisors, LLC will also assist in the development of capital facility and infrastructure financial plans, and advise the City as to the most cost-effective financing plan for debt being considered.

FINANCIAL SUMMARY

The cost for municipal advisor services related to bond financings are reimbursed or paid directly from proceeds generated from the bond sale. In cases of land-based district formation work (CFD and 1915 Act Districts), costs for municipal advisor services are paid from developer deposits placed with the City.

Compensation for the City's IRMA for work not directly related to bond financings will be paid as part of the City's debt administration program using account 2030-004-630006-400. Sufficient funds are budgeted in this account to cover estimated costs for these services. The City's debt program is supported through an annual allocation of costs to the funds that are responsible for making payments on the City's outstanding debt including a small contribution from the General Fund.

Attachment A - Contract with Del Rio Advisors, LLC (including IRMA role)
Attachment B - Contract with Fieldman, Rolapp & Associates, Inc.
Attachment C - Contract with KNN Public Finance, LLC

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Del Rio Advisors, LLC ("Contractor") to provide Municipal Advisor and IRMA Services as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: July 1, 2022 Terminates on: June 30, 2027

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: $ See Exhibit E

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

(a) Exhibit A – Statement of Work
(b) Exhibit B – Insurance
(c) Exhibit C – General Terms & Conditions
(d) Exhibit D – Professional Services Special Terms & Conditions
(e) Exhibit E – Compensation Schedule
(f) Exhibit F – Timeline
(g) Exhibit G - Special Funding Terms & Conditions ARPA (If applicable check box) YES ☐

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Del Rio Advisors, LLC
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature — Date: 5/31/22

Kenneth L. Dieker, Principal
Printed Name and Title of Person Signing

1325 Country Club Drive, Modesto, CA 95356
Address

CITY OF STOCKTON

Harry Black, City Manager — Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:
Lori M. Asuncion, Acting City Attorney

BY:

EXHIBIT A

STATEMENT OF WORK

MUNICIPAL ADVISOR SERVICES AND

INDEPENDENT REGISTERED MUNICIPAL ADVISOR SERVICES (IRMA)

1. Project Objectives

1.1 Municipal Advisor and IRMA Services

2. Project Scope – Municipal Advisor Services

2.1 The nature of services to be provided by Contractor shall include, but not be limited to, the following:

2.1.1 Assist in structuring and managing debt financing in accordance with the City's financing plan and goals including developing a detailed financing schedule and assignments of responsibility.

2.1.2 Coordinate the efforts of bond counsel, disclosure counsel, underwriters, trustee, and verification agent and other specialized consultants on the preparation and approval of the financing documents by the City Council.

2.1.3 Attend all meetings and present materials for the debt financing.

2.1.4 Assist in preparation and coordination of comprehensive presentations to the rating agencies and bond insurers, if required.

2.1.5 Assist in assembling the Official Statement for the financing in a manner consistent with existing laws, regulations, and standards of the securities industry

2.1.6 Assist the Chief Financial Officer and treasury staff in negotiating and obtaining bids from bond/disclosure counsel, underwriters, and specialized consultants. Undertake pre-pricing analysis before the sale; develop target pricing range for all maturities; advise the City on pricing on the day of sale; assist in the negotiation of pricing and provide a post-pricing analysis with relevant comparable data to assist the City in memorializing the transaction.

2.1.7 Coordinate the delivery, printing and final approval of legal documents, and the preparation of closing certificates and final Official Statement.

2.1.8 Coordinate all specialized consultant reports and the verification report with the verification agent and bond counsel.

2.2 City staff will provide all readily available plans, documentation, and data necessary for completing the above tasks.

2.3 City staff will be available as needed and will assist with coordination of stakeholder meetings and public outreach.

3. Independent Registered Municipal Advisor (IRMA) Services

Contractor shall assist the City in the development of a sound financial plan for the capital facility or infrastructure that is planned to be financed and assist in the establishment of a district. The Contractor will also be requested to assist and advise the City as to the most cost-effective financing plan for the debt that is being considered and recommend alternatives regarding innovative options available in order to assist the City. In addition, Contractor shall help the City staff with City's debt administration and other operations upon request.

3.1 Fiduciary Duty - Contractor is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board (MSRB). As such, Contractor has a Fiduciary duty to the City and must provide both a Duty of Care and Loyalty that entail the following:

3.1.1 Duty of Care

- Exercise due care in performing its municipal advisory activities.
- Possess the degree of knowledge and expertise needed to provide the City with informed advice.
- Make a reasonable inquiry as to the facts that are relevant to the determination as to whether to proceed with a course of action or that form the basis for any advice provided to the City; and
- Contractor must undertake a reasonable investigation to determine that Municipal Advisor is not forming any recommendation on materially inaccurate or incomplete information; Municipal Advisor must have a reasonable basis for:
    - Any advice provided to or on behalf of the City
    - Any representations made in a certificate that Municipal Advisor signs that will be foreseeably relied on by the City, any other party involved in the

municipal securities transaction or municipal financial product, or investors in the City securities; and

- Any information provided to the City of other parties involved in the municipal securities transaction when participating in the preparation of an official statement.

3.1.2 Duty of Loyalty - Contractor must deal honestly and with the utmost good faith with City and act in City's best interests without regard to the financial or other interests of Contractor. Contractor will eliminate or provide full and fair disclosure (included herein) to City about each material conflict of interest (as applicable). Contractor will not engage in municipal advisory activities with City as a municipal entity, if Contractor cannot manage or mitigate its conflicts in a manner that will permit Contractor to act in City's best interests.

3.2 Conflicts of Interest and Other Matters Requiring Disclosures

As of the date of the Agreement, there are no actual or potential conflicts of interest that Contractor is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If Contractor becomes aware of any potential conflict of interest that arises after this disclosure, Contractor will disclose the detailed information in writing to City in a timely manner. The following are potential conflicts of interest to be considered:

- The fee paid to Contractor increases the cost of investment to City. The increased cost occurs from compensating Contractor for municipal advisory services provided.
- Contractor does not act as principal in any of the transaction(s) related to this Agreement.
- Contractor works with the San Joaquin Area Flood Control Agency ("Agency"). The governing board of the Agency consists of persons from the governing boards of the member agencies including members of the City Council of the City of Stockton. Contractor hereby discloses this role and does not believe this creates a conflict of interest with any ongoing role as Municipal Advisor to the City.
- During the term of the municipal advisory relationship, this Agreement will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this agreement and the revised writing will be promptly delivered to City.
- Contractor does not have any affiliate that provides any advice, service, or product to or on behalf of the City that is directly or indirectly related to the municipal advisory activities to be performed by Contractor.

- Contractor has not made any payments directly of indirectly to obtain or retain the City's municipal advisory business.
- Contractor has not received any payments from third parties to enlist Contractor's recommendation to City of its services, any municipal securities transaction, or any municipal finance product.
- Contractor has not engaged in any fee-splitting arrangements involving Contractor and any provider of investments or services to City.
- Contractor has a conflict of interest from compensation for municipal advisory activities to be performed, that is contingent on the size or closing of any transactions as to which Contractor is providing advice.
- Contractor does not have any other engagements or relationships that might impair Contractor's ability either to render unbiased and competent advice to or on behalf of City or to fulfill its fiduciary duty to the City, as applicable; and
- Contractor does not have any legal or disciplinary events that are material to City's evaluation of the municipal advisory or the integrity of its management of advisory personnel.

3.3 Legal Events and Disciplinary History

Contractor does not have any legal events and disciplinary history on their Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations, and civil litigation. City may electronically access Contractor's most recent Forms MA and each most recent Forms MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

3.4 Registration and Customer Complaints

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- Contractor is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board

- Within the Municipal Securities Rulemaking Board ("MSRB") website at www.msrg.org, City may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

3.5 Recommendations

If Contractor is requested by City to prepare written documentation that makes a recommendation of a municipal securities transaction, a municipal financial product or is requested to review the recommendation of another party within the scope of this engagement, Contractor will determine, based on the information obtained through reasonable diligence of Contractor, whether a municipal securities transaction or municipal financial product is suitable for City. In addition, Contractor will inform City of:

- The evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation.
- The basis upon which Contractor reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for City; and
- Whether Contractor has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the City's objectives.
- If City elects a course of action that is independent of or contrary to the advice provided by Contractor, Contractor is not required on that basis to disengage from City.

4. Internal and External Standards and Guidelines

Any professional certifications or licenses that may be required will be at the sole cost and responsibility of the Contractor.

Contractor shall possess all necessary licenses to perform the work specified within these documents, including a City of Stockton Business License which must be kept in effect during the term of this Agreement.

5. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: Del Rio Advisors, LLC
Kenneth L. Dieker, Principal
1325 Country Club Drive
Modesto, CA 95356

City: City of Stockton
Attn: City Manager
425 N. El Dorado Street
Stockton, CA 95202

5. Option to Renew

The term of the Agreement shall be five years and may not be extended, however, should Vendor be involved in an issuance on June 30, 2027, contract shall apply through the closing of that issuance.

Exhibit B:
Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)

4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence or claim, **$1,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this

provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work***.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation**. City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work**. All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work**. All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. **Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. **Changes**. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. **Contractor's Status**.

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. Licenses, Certifications and Permits. Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. Records and Audits. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. Confidentiality. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. Conflicts of Interest. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. Waiver. In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. Governing Law. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. No Personal Liability. No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. **Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statue, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. **Non-Discrimination.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). http://www.dol.gov/oasam/regs/statutes/titlevi.htm. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. **Force Majeure**. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. **Taxes and Charges.** Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. **Cumulative Rights.** Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. **Advice of Attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. **Heading Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. **Entire Agreement, Integration, and Modification.**

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. **Authority.** The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D

PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. Definitions. The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. General. The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. Time for Performance.

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid on the rates set forth in Exhibit E attached hereto and made a part of this Agreement.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

EXHIBIT E

COMPENSATION SCHEDULE

City's financing projects will have individual aspects that may impact the pricing listed below. The Contractor is paid contingent upon a successful closing of debt issuance and will be paid from the debt proceeds at closing of the transaction. The payment will be made by the trustee/fiscal agent for the transaction. The Contractor will be paid quarterly for IRMA services, upon receipt of the invoices.

1. Project Price

Hourly Rates. Contractor shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

Team Member	Hourly Rate
Kenneth L. Dieker	$200.00

Option One – Public Offering or Private Placement to Institutional Investors

Public Offering / Private Placement		
ow	High	Fee (1, 2)
$0	$5,000,000	$32,500
$5,000,001	$10,000,000	$42,500
$10,000,001	$25,000,000	$52,500
$25,000,001	$50,000,000	$62,500
$50,000,001	$75,000,000	$72,500
>$75,000,001		$82,500

(1) Add to this figure a "not-to-exceed" $750 for normal reimbursable expenses.

(2) All fees assume negotiated bond sale; add $5,000.00 for competitive sale.

Reimbursable expenses include normal items such as mileage, travel, meals, document reproduction or any other expenses incurred by the MA on behalf of the City.

Option Two – Direct Placement to Banks and Other Financial Institution

Direct Placement		
Low	High	Fee (1, 2)
$0	$5,000,000	$27,500
$5,000,001	$10,000,000	$27,500
$10,000,001	$25,000,000	$32,500
$25,000,001	$50,000,000	$37,500
$50,000,001	$75,000,000	$42,500
>$75,000,001		$47,500

(1) Add to this figure a "not-to-exceed" $750 for normal reimbursable expenses.

Reimbursable expenses include normal items such as mileage, travel, meals, document reproduction or any other expenses incurred by the MA on behalf of the City.

2. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton Administrative Services Department
Attention: Kevin Beltz
425 N. El Dorado Street
Stockton, CA 95202

EXHIBIT F

TIMELINE

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CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Fieldman, Rolapp & Associates, Inc. ("Contractor") to provide Municipal Advisor Services as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: July 1, 2022 Terminates on: June 30, 2027

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: $ See Exhibit E

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.
(a) Exhibit A – Statement of Work
(b) Exhibit B – Insurance
(c) Exhibit C – General Terms & Conditions
(d) Exhibit D – Professional Services Special Terms & Conditions
(e) Exhibit E – Compensation Schedule
(f) Exhibit F – Timeline
(g) Exhibit G - Special Funding Terms & Conditions ARPA (If applicable check box) YES ☐

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Fieldman, Rolapp & Associates, Inc.
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

James V. Fabian 5/9/2022
Authorized Signature Date

James V. Fabian, Principal
Printed Name and Title of Person Signing

1 Samsone Street, Suite 3500, San Francisco, CA 94104
Address

CITY OF STOCKTON

Harry Black, City Manager Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:
Lori M. Asuncion, Acting City Attorney

BY:

EXHIBIT A

STATEMENT OF WORK

MUNICIPAL ADVISOR SERVICES

1. Project Objectives

1.1 Municipal Advisor Services

2. Project Scope

2.1 The nature of services to be provided by Contractor shall include, but not be limited to, the following:

2.1.1 Assist in structuring and managing debt financing in accordance with the City's financing plan and goals including developing a detailed financing schedule and assignments of responsibility.

2.1.2 Coordinate the efforts of bond counsel, disclosure counsel, underwriters, trustee, and verification agent and other specialized consultants on the preparation and approval of the financing documents by the City Council.

2.1.3 Attend all meetings and present materials for the debt financing.

2.1.4 Assist in preparation and coordination of comprehensive presentations to the rating agencies and bond insurers, if required.

2.1.5 Assist in assembling the Official Statement for the financing in a manner consistent with existing laws, regulations, and standards of the securities industry

2.1.6 Assist the Chief Financial Officer and treasury staff in negotiating and obtaining bids from bond/disclosure counsel, underwriters, and specialized consultants. Undertake pre-pricing analysis before the sale; develop target pricing range for all maturities; advise the City on pricing on the day of sale; assist in the negotiation of pricing and provide a post-pricing analysis with relevant comparable data to assist the City in memorializing the transaction.

2.1.7 Coordinate the delivery, printing and final approval of legal documents, and the preparation of closing certificates and final Official Statement.

2.1.8 Coordinate all specialized consultant reports and the verification report with the verification agent and bond counsel.

2.2 City will provide all readily available plans, documentation, and data necessary for completing the above tasks.

2.3 City staff will be available as needed and will assist with coordination of stakeholder meetings and public outreach.

3. Internal and External Standards and Guidelines

Any professional certifications or licenses that may be required will be at the sole cost and responsibility of the Contractor.

Contractor shall possess all necessary licenses to perform the work specified within these documents, including a City of Stockton Business License which must be kept in effect during the term of this Agreement.

4. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: Fieldman, Rolapp & Associates, Inc.
James V. Fabian, Principal
1 Samsone Street, Suite 3500
San Francisco, CA 94104

City: City of Stockton
Attn: City Manager
425 N. El Dorado St.
Stockton, CA 95202

5. Option to Renew.

The term of the Agreement shall be five years and may not be extended, however, should Contractor be involved in an issuance on June 30, 2027, contract shall apply through the closing of that issuance.

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

Exhibit B:
Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **$2,000,000** per occurrence or claim, $2,000,000 aggregate. (If Claims-made, see below.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this

Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton**.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (note – applicable only to professional liability)

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Contractor shall provide proof of such compliance and verification to the City upon request.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton Attn: City Risk Services
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation**. City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work**. All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work**. All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. Timeliness. Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. Changes. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. Amendment. No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. Contractor's Status.

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. **Licenses, Certifications and Permits**. Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. **Records and Audits**. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. **Confidentiality**. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. **Conflicts of Interest**. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. **Waiver**. In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. **Governing Law**. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. **No Personal Liability**. No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statue, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). http://www.dol.gov/oasam/regs/statutes/titlevi.htm. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D

PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. **General.** The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. **Time for Performance.**

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid on the rates set forth in Exhibit E attached hereto and made a part of this Agreement.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

EXHIBIT E

COMPENSATION SCHEDULE

City's financing projects will have individual aspects that may impact the pricing listed below. The Contractor is paid contingent upon a successful closing of debt issuance and will be paid from the debt proceeds at closing of the transaction. The payment will be made by the trustee/fiscal agent for the transaction.

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

COPs/Revenue Bonds

$47,500 contingent upon the successful closing of the bonds for any size bond issue. The fee will be increased by $10,000 if there are more than one series of bonds or refunding bonds. Verifiable approved out of pocket expenses is capped at $2,500.

Assessment Debt (Mello Roos)

$42,500 contingent upon the successful closing of the bonds for any size bond issue. The fee will be increased by $10,000 if there are more than one series of bonds or refunding bonds. Verifiable approved out of pocket expenses is capped at $2,500.

Formation services for land-secured districts will be billed at hourly rates (listed below) payable from the Developer's Deposit capped at $30,000 for a typical land secured district formation process.

SCHEDULE OF FEES (Effective January 1, 2002)	
Executive Officer	$380 Per Hour
Principal	$365 Per Hour
Executive/Senior Vice President	$355 Per Hour
Vice President	$305 Per Hour
Assistant Vice President	$285 Per Hour
Senior Associate	$250 Per Hour
Associate	$225 Per Hour
Analyst	$125 Per Hour
Administrative Assistant	$90 Per Hour
Clerical	$55 Per Hour

1.1 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor.

Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.

ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.

iii. Travel expenses shall be reimbursed in accordance with the City's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

2. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton Administrative Services Department
Attention: Kevin Beltz
425 N. El Dorado Street
Stockton, CA 95202

EXHIBIT F

TIMELINE

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APPENDIX 1

Disclosure Statement

Under the Dodd-Frank Wall Street Reform and Consumer Protection Act, as a municipal advisor, CONTRACTOR has a fiduciary duty to the City of Stockton (the "CITY") with respect to the municipal advisory services we provide to the CITY. Under new Municipal Securities Rulemaking Board Rules G-42(b) and (c), we are providing this disclosure statement ("Disclosure Statement') to you which includes our scope of services (including activities not included within the scope), a description of the form and basis of our compensation, a description of the term of our engagement, a description of actual or potential conflicts of interest, and a description of how to access to our SEC Form MA and the Forms MA-I for our professionals. We will be submitting a proposal for the provision of financial advisory services (the "Agreement") if engaged by the City.

While it is not required that you acknowledge receipt of this Disclosure Statement, we would appreciate acknowledgement as an indication that you understand the disclosures made herein.

The Project

Services to be Provided. The Agreement describes the scope of our Services, including any limitations on our Services.

Form and Basis of Compensation

The Agreement describes the form and basis of our compensation.

Representations and Conflict of Interest

MSRB Rule G-42 requires that municipal advisors provide to their CITYs disclosures relating to all material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. With respect to all aspects of the relationship between CONTRACTOR and the CITY, CONTRACTOR adheres to its fiduciary duty to the CITY, which includes a duty of loyalty to the CITY in performing all municipal advisory activities for the CITY. The duty of loyalty obligates CONTRACTOR to deal honestly and with the utmost good faith with the CITY and to act in the CITY's best interest without regard to any interest CONTRACTOR has or may have. CONTRACTOR has a wide range of CITYs so our success and profitability are not dependent on maximizing short-term revenue generated from individual recommendations to our CITYs but is instead dependent on long-term profitability based on a foundation of integrity, quality and adherence to our fiduciary duty. Furthermore, CONTRACTOR's supervisory structure provides strong safeguards against individual representatives of CONTRACTOR violating their duty due to personal interests.

CONTRACTOR makes the following representations to the CITY with regard to the Services:

A. Other than the compensation to be paid to CONTRACTOR, we have no other interest, direct or indirect, that would interfere with or impair in any matter or degree the performance of our obligations. During our work on the Services, we do not intend to acquire or obtain any such interest, direct or indirect. If any such interest is acquired or obtained, we will immediately advise the CITY.

B. We have not provided any gift or consideration to any officer, employee or agent of the CITY to either obtain the Agreement or any assignment from the CITY, including the Services. Neither our firm, nor its officers or employees will provide any such gift or consideration to any officer, employee or agent of the CITY to influence decisions with regard to the Services or our obligations under the Agreement.

C. The compensation agreed to between the CITY and CONTRACTOR for our Services has attributes that can potentially create conflicts of interest which we outline below:

A conflict may arise to the extent that our compensation for the Services is based on the size of the Project and/or is contingent on the completion of the Project. While this form of compensation is customary in the market for financial services to municipal entities, this may present conflict of interest as we would have an incentive to recommend to the CITY the Project even if it is unnecessary or provides insufficient benefit or advise the CITY to increase the size of the Project. This potential conflict is mitigated by CONTRACTOR's fiduciary duty to the CITY.

Information Regarding Legal Events and Disciplinary Actions

MSRB Rule G-42 requires that municipal advisors provide their CITYs disclosures of legal or disciplinary events material to the evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. CONTRACTOR sets out required disclosures and related information below:

A. There are no legal or disciplinary events material to the CITY's evaluation of CONTRACTOR or the integrity of CONTRACTOR's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA- I with the Securities and Exchange Commission (the "SEC").

B. CONTRACTOR's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001612429

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and KNN Public Finance, LLC ("Contractor") to provide Municipal Advisor Services as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: July 1, 2022 Terminates on: June 30, 2027

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: $ See Exhibit E

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

(a) Exhibit A – Statement of Work
(b) Exhibit B – Insurance
(c) Exhibit C – General Terms & Conditions
(d) Exhibit D – Professional Services Special Terms & Conditions
(e) Exhibit E – Compensation Schedule
(f) Exhibit F – Timeline
(g) Exhibit G - Special Funding Terms & Conditions ARPA (If applicable check box) YES ☐

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

KNN Public Finance, LLC
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature 5/16/2022 Date

Melissa Shick, Director
Printed Name and Title of Person Signing

2054 University Ave., Suite 300, Berkeley, CA 94704
Address

CITY OF STOCKTON

Harry Black, City Manager Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:
Lori M. Asuncion, Acting City Attorney

BY:

(Rev. 3.22.22)

EXHIBIT A

STATEMENT OF WORK

MUNICIPAL ADVISOR SERVICES

1. Project Objectives

1.1 Municipal Advisor Services

2. Project Scope

2.1 The nature of services to be provided by Contractor shall include, but not be limited to, the following:

2.1.1 Assist in structuring and managing debt financing in accordance with the City's financing plan and goals including developing a detailed financing schedule and assignments of responsibility.

2.1.2 Coordinate the efforts of bond counsel, disclosure counsel, underwriters, trustee, and verification agent and other specialized consultants on the preparation and approval of the financing documents by the City Council.

2.1.3 Attend all meetings and present materials for the debt financing.

2.1.4 Assist in preparation and coordination of comprehensive presentations to the rating agencies and bond insurers, if required.

2.1.5 Assist in assembling the Official Statement for the financing in a manner consistent with existing laws, regulations, and standards of the securities industry

2.1.6 Assist the Chief Financial Officer and treasury staff in negotiating and obtaining bids from bond/disclosure counsel, underwriters, and specialized consultants. Undertake pre-pricing analysis before the sale; develop target pricing range for all maturities; advise the City on pricing on the day of sale; assist in the negotiation of pricing and provide a post-pricing analysis with relevant comparable data to assist the City in memorializing the transaction.

2.1.7 Coordinate the delivery, printing and final approval of legal documents, and the preparation of closing certificates and final Official Statement.

2.1.8 Coordinate all specialized consultant reports and the verification report with the verification agent and bond counsel.

2.2 City will provide all readily available plans, documentation, and data necessary for completing the above tasks.

2.3 City staff will be available as needed and will assist with coordination of stakeholder meetings and public outreach.

3. Internal and External Standards and Guidelines

Any professional certifications or licenses that may be required will be at the sole cost and responsibility of the Contractor.

Contractor shall possess all necessary licenses to perform the work specified within these documents, including a City of Stockton Business License which must be kept in effect during the term of this Agreement.

4. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: KNN Public Finance, LLC
Melissa Shick, Director
2054 University Ave., Suite 300
Berkeley, CA 94704

City: City of Stockton
Attn: City Manager
425 N. El Dorado Street
Stockton, CA 95202

5. Option to Renew.

The term of the Agreement shall be five years and may not be extended, however, should Contractor be involved in an issuance on June 30, 2027, contract shall apply through the closing of that issuance.

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

Exhibit B:
Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **$2,000,000** per occurrence or claim, $2,000,000 aggregate. (If Claims-made, see below.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this

Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (note – applicable only to professional liability)

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Contractor shall provide proof of such compliance and verification to the City upon request.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton Attn: City Risk Services
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation**. City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work**. All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work**. All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. Timeliness. Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. Changes. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. Amendment. No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. Contractor's Status.

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. Licenses, Certifications and Permits. Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. Records and Audits. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. Confidentiality. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. Conflicts of Interest. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. Waiver. In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. Governing Law. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. No Personal Liability. No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statue, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). http://www.dol.gov/oasam/regs/statutes/titlevi.htm. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D

PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. Definitions. The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. General. The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. Time for Performance.

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid on the rates set forth in Exhibit E attached hereto and made a part of this Agreement.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

EXHIBIT E

COMPENSATION SCHEDULE

City's financing projects will have individual aspects that may impact the pricing listed below. The Contractor is paid contingent upon a successful closing of debt issuance and will be paid from the debt proceeds at closing of the transaction. The payment will be made by the trustee/fiscal agent for the transaction.

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 Transaction Fees

Transaction Type	Fee Range
COPS/Revenue Bonds	$40,000 - $80,000
Assessment Bonds/Mello-Roos Bonds (Rated and Non-Rated)	$35,000 - $70,000

The final fees determined in the context of a specific transaction within the proposed fee ranges will be based on the complexity of the transaction and will not, in fact, vary based on the par amount of the offering.

Contractor typically negotiates fixed fees at the time the plan of finance is known, based on factors that impact complexity and time commitments, such as bond structure, credit structure and type (including, rated and non-rated), project specifics (such as single or multiple projects, and estate issues, or tax considerations), disclosure issues, financing vehicle, interest rate mode, and the method of sale (public versus private offering).

State laws (specifically Government Code Section 53592) requires the basis of compensation for financial advisory services to be rendered on a basis other than as a percentage of the amount of the bonds to be sold.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

i. Expenses, fees or charges for printing, reproduction, or binding of documents at actual costs with no markup added to the actual cost.

ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.

iii. Travel expenses shall be reimbursed in accordance with the City's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

In addition, Contractor includes a $550 overhead data charge per transaction for access to Bloomberg and TM3. Given the expectation of limited travel costs, Contractor expects reimbursable expenses to the minimal and capped at $1,000 per transaction.

1.3 Disclosures

As fixed transaction fees are paid from bond proceeds (i.e., cost of issuance) payment is therefore contingent on the successful closing of bonds. Contingent fee structures do raise a potential conflict of interest, which is addressed in our MSRB G-42 disclosure statement contained **in Exhibit 1 MSRB Rule G-42 Additional Disclosures.**

2. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton Administrative Services Department
Attention: Kevin Beltz
425 N. El Dorado Street
Stockton, CA 95202

EXHIBIT F

TIMELINE

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APPENDIX 1

MSRB Rule G-42 Additional Disclosures

MSRB Rule G-42

Disclosure of Conflicts of Interest and Legal or Disciplinary Events

Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of CONTRACTOR and its associated persons.

Conflicts of Interest

Other Municipal Advisor Relationships. CONTRACTOR serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another CONTRACTOR client. For example, CONTRACTOR serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it will to your entity, if hired. CONTRACTOR may serve overlapping jurisdictions, such as San Joaquin County, who has been a client of the firm. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, CONTRACTOR could potentially face a conflict of interest arising from these competing client interests. CONTRACTOR fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

Compensation. CONTRACTOR represents that in connection with the issuance of municipal securities, CONTRACTOR may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, CONTRACTOR hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding CONTRACTOR's ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair CONTRACTOR's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

If CONTRACTOR becomes aware of any additional potential or actual conflict of interest after this disclosure, CONTRACTOR will disclose the detailed information in writing to the Issuer in a timely manner.

Legal or Disciplinary Events

CONTRACTOR has never been subject to any legal, disciplinary or regulatory actions nor was it ever subject to any legal, disciplinary or regulatory actions previously, when it was a division of Zions First National Bank or Zions Public Finance, Inc.

A regulatory action disclosure has been made on Form MA-I for one of CONTRACTOR municipal advisory personnel relating to a 1998 U.S. Securities and Exchange Commission ("SEC") order that was filed while the municipal advisor was employed with a prior firm, (not CONTRACTOR). The details of which are available in Item 9; C(1), C(2), C(4), C(5) and the corresponding regulatory action DRP section on Form MA and Item 6C; (1), (2), (4), (5) and the corresponding regulatory action DRP section on Form MA-I. Issuers may electronically access CONTRACTOR Public Finance's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

The SEC permits certain items of information required on Form MA and Form MA-I to be provided by reference to such required information already filed on a regulatory system (e.g., FINRA CRD). The above noted regulatory action has been referenced on both Form MA and MA-I due to the information already filed on FINRA's CRD system and is publicly accessible through BrokerCheck at http://brokercheck.finra.org. For purposes of accessing such BrokerCheck information, the Municipal Advisor's CRD number is 4457537.

There has been no change to any legal or disciplinary event that has been disclosed on CONTRACTOR's original SEC registration Form MA filed on February 8, 2016 or Form MA-I's filed on January 22, 2016.

File #: 22-0546, **Version:** 1

CONSIDERATION OF AN ORDINANCE AMENDING TITLE 8, CHAPTER 8.92, SECTIONS 8.92.010 AND 8.92.090 AND ADDING SECTIONS 8.92.140 AND 8.92.150 OF THE STOCKTON MUNICIPAL CODE RELATING TO ADMINISTRATIVE PENALTIES FOR UNLAWFUL FIREWORKS AND STRICT LIABILITY FOR THE UNLAWFUL IGNITION, USE, DISCHARGE, OR DISPLAY OF FIREWORKS BY OTHER PERSONS

RECOMMENDATION

It is recommended that the City Council adopt an urgency ordinance amending Title 8, chapter 8.92 Section 8.92.010 and 8.92.090 and adding sections 8.92.140 and 8.92.150 of the Stockton Municipal Code relating to administrative penalties for unlawful fireworks and strict liability for the unlawful ignition, use, discharge, or display of fireworks by other persons.

Summary

Existing City law prohibits the use of illegal fireworks and imposes penalties on the individuals who use them. The proposed ordinance extends that liability to those in charge of property, like property owners and tenants, for violations which occur on their property. The proposed ordinance also revises the penalties for illegal firework use.

DISCUSSION

Background

The Stockton Municipal Code (SMC) at Chapter 8.92 governs the sale, possession, and use of fireworks. Under current law, a person cannot possess or use dangerous fireworks within the City. Sale and use of “safe and sane fireworks,” as defined by state law, is permitted but regulated by the SMC concerning location, dates, and times. The SMC imposes $1,000 administrative penalties for all relevant violations, including illegal use and sale.

City staff report difficulty in enforcing the current prohibitions on illegal use. Due in large part to the temporary nature of the illegal activity, the high frequency by which the activity occurs on and around July 4th of each year, and number of officers able to respond to calls results in a comparatively low number of issued citations relative to the number of violations reported or heard by residents.

Present Situation

On May 18, 2022, the Council Legislative and Environmental Committee and Planning Commission considered an ordinance imposing strict liability upon property owners where the illegal activity occurs and increasing administrative penalties for fireworks violations. Via Motion 2022-05-18-0303 the Committee voted unanimously to recommend the adoption of the proposed ordinance.

The proposed ordinance introduces the following regulations into SMC Chapter 8.92.

Social Host Liability

A social host is defined in proposed subsection 8.92.010(L) as anyone either “in charge of property” (including owners, tenants, landlords, and property managers) or anyone in charge of an activity on a property. These social hosts would be responsible for illegal firework activity which occurs on their property or at their events.

Exceptions to Liability

Proposed section 8.92.140(B) places strict liability on social hosts for illegal firework use on their property, unless the following exceptions apply:

8.92.140(B)(1): An exemption for tenants in multifamily properties where the violations occur in common areas of their property.

8.92.140(B)(2): An exception for social hosts who contact law enforcement or fire officials prior to those officials arriving at a scene or receiving a complaint of a violation.

8.92.140(B)(3): An owner exception where the property owner can demonstrate that at the time of the violation, (a) the property was rented/leased to another person, (b) the owner was not present at the property, and (c) the owner had no knowledge of the violation.

Violations in the Right-of-Way

Proposed section 8.92.140(C) includes a provision that social hosts may also be held liable for violations in the public rights-of-way adjacent to their private property where the social host aided or abetted in the violation. Two of the cities surveyed by Staff included this provision, Sacramento and Long Beach.

Penalties for Violation - Fines

Staff reviewed the administrative penalties of eleven jurisdictions and included the information in “Attachment B”. With the exception of City of Fresno who recently increased its penalties in May of 2022, no surveyed cities levied more than $1,000 for a first violation. Among the surveyed cities, the most severe penalties for third and further violations were $5,000, levied by Sacramento and San Bernardino.

The SMC currently imposes $1,000 fines for violations of the chapter on fireworks. The proposed ordinance at 8.92.090(A) provides for a three-tier system with penalties of $1,000, $2,000, and $3,000 for each successive violation. As drafted, the penalty would apply to all violations of the fireworks chapter: not just social hosts.

Penalties for Violation - Cost Recovery

Consistent with Committee direction, this proposed ordinance includes a definition for “response

costs" at 8.92.010(J) and implements response costs as a penalty at 8.92.090(B). As drafted, the response cost penalty would apply to any person using fireworks unlawfully: not just social hosts. All offenders from a single response would be jointly and severally liable for the cost.

Reward Fund

Proposed section 8.92.150 permits the City Manager to create and administer a reward fund consisting of penalties from fireworks violations, and authorizes rewards of up to $250 to any person who provides information leading to the identification and successful prosecution of an offender. Of the surveyed cities, San Bernardino uses such a reward fund.

Process

Violation of the social host ordinance, like other violations of the firework ordinance, would typically be enforced through issuance of an administrative citation, not initiation of criminal proceedings: though the ordinance does not foreclose the option for the City to prosecute a violation as a criminal matter.

Non-criminal violations would be served by mail, would specify that offenders have 30 days to pay, and would state that persons charged have 10 days to file a notice of appeal to dispute the violation according to the City's standard appeal policy at Chapter 1.44. The mailed violation would also include an itemized statement of response costs being charged to the offender.

The notices of violation would, as a practical matter, be mailed to the record owner of the property unless the citing officials, at the time of violation, knew the identity of the tenant or other responsible social host. If an exception applied, a property owner would be able to provide the City a lease agreement or other documents as evidence there was an active lease at the time of violation, and the notice of violation could then be re-issued in the name of the tenant social host.

FINANCIAL SUMMARY

There are no General Fund costs associated with adoption of the ordinance as drafted. Expanding liability to property owners for firework violations may increase the amount of penalties received for those violations. Due to the cost recovery component, the City may recover some costs currently expended during firework enforcement.

Attachment A - Proposed Social Host Ordinance (redline)
Attachment B - Administrative Penalties in Select Jurisdictions

ORDINANCE NO.

AN URGENCY ORDINANCE AMENDING TITLE 8, CHAPTER 8.92, SECTIONS 8.92.010 AND 8.92.090 AND ADDING SECTIONS 8.92.140 AND 8.92.150 OF THE STOCKTON MUNICIPAL CODE RELATING TO ADMINISTRATIVE PENALTIES FOR UNLAWFUL FIREWORKS AND STRICT LIABILITY FOR THE UNLAWFUL IGNITION, USE, DISCHARGE, OR DISPLAY OF FIREWORKS BY OTHER PERSONS

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

SECTION I. DECLARATION OF URGENCY

Pursuant to Section 508 of the City of Stockton Charter, the City Council of the City of Stockton has determined that the provisions contained herein are necessary for the immediate preservation of the public peace, health, or safety within the incorporated areas of the City. This determination is based on the following facts and circumstances:

1. Fireworks can cause significant anxiety in adults and children, especially veterans and others with post-traumatic stress, as well as pets; and

2. Fireworks pose a serious risk of fire and the City historically experiences an increase of fire damage as result of the use of fireworks on or around the Fourth of July Holiday; and

3. During the period of June 28 to July 5, 2021, the City experienced three building fires, twenty-four grass fires, twenty-one outside rubbish and trash fires, and numerous other fireworks related fires; and

4. There is a need for deterrence and enforcement tools with which emergency responders can hold those posing a significant risk to public health and safety accountable for the unlawful possession and detonation of fireworks in this City.

SECTION II. AMENDMENT OF CODE

Title 8, Chapter 8.92, section 8.92.010 of the Stockton Municipal Code is amended and shall read as follows:

8.92.010 Definitions.

The following words and phrases, as used in this chapter, are defined as follows:

A. “Applicant” means a nonprofit organization that applies for a fireworks sales permit as provided in this chapter.

B. “City Manager” means the City Manager of the City of Stockton and/or designee or designees.

C. “Dangerous fireworks” mean: (1) dangerous fireworks as set forth in California State Fireworks Law (Sections 12505 and 12561 of the Health and Safety Code and the relevant sections of Title 19, Code of Regulations, Subchapter 6), as hereinafter may be amended from time to time, which are hereby incorporated by reference; or (2) safe and sane fireworks, as defined in subsection J below, that have been modified in any respect from their original design

D. “Fire Chief” means the Fire Chief of the City of Stockton or the Fire Chief’s designee.

E. “Nonprofit organization” means:

1. Any organization that: (a) has been created for charitable, religious, philanthropic or educational purposes, (b) has obtained tax exempt status from the Internal Revenue Service or the State Franchise Tax Board, (c) has had a Stockton zip code mailing address for more than 12 consecutive months immediately prior to filing an application, and (c) primarily serves City residents;

2. An organization that: (a) itself has not obtained tax exempt status from the Internal Revenue Service or the State Franchise Tax Board but is an integral part of a recognized national organization that has obtained such tax exempt status, (b) has had a Stockton zip code mailing address for more than 12 consecutive months immediately prior to filing an application, and (c) primarily serves City residents;

3. Any organization that: (a) has not obtained tax exempt status from the Internal Revenue Service or the State Franchise Tax Board but has been created for charitable, religious, philanthropic or educational purposes and the net proceeds of such organization are committed to the promotion of the objectives of the organization and not for private gain, (b) has had a Stockton zip code mailing address for more than 12 consecutive months immediately prior to filing an application, and (c) primarily serves City residents.

F. “Permit” means a fireworks sale permit.

G. “Permittee” means an applicant to which the City has issued a permit.

H. “Person” means and includes any individual, firm, partnership, joint venture, association, concern, corporation, state, trust, business trust, receiver, syndicate, or any other group of combination acting as a unit.

I. “Residents of the City” or “City residents” mean and include owners of businesses and/or property in the City as well as occupants of residential dwellings.

J. "Response costs" means costs associated with law enforcement, fire, medical, or other emergency personnel responding to, remaining at, and leaving the scene where dangerous fireworks, or safe and sane fireworks at a prohibited date, time, or location, were used or discharged, including but not limited to:

1. Salaries and benefits of law enforcement, fire, medical, or other emergency personnel;

2. Administrative costs;

3. The cost of any medical treatment of injuries to any law enforcement, fire, medical, or other emergency personnel;

4. The cost of using any city equipment;

5. The cost of repairing any damaged city equipment or property; and

6. Any other costs related to enforcement of this chapter.

~~J~~K. "Safe and sane fireworks" or "fireworks" mean safe and sane fireworks as set forth in California State Fireworks Law (Sections 12529 and 12562 of the Health and Safety Code and the relevant sections of Title 19, Code of Regulations, Subchapter 6), as hereinafter may be amended from time to time, which are hereby incorporated by reference.

L. "Social host" means a person who either:

1. Is in charge of a property, including, but not limited to, an owner, tenant, landlord, or property manager; or

2. Organizes, supervises, officiates, conducts, controls, or is otherwise in charge of the activity on a property.

~~K~~M. "Stockton zip code" means those zip codes as established from time to time by the Fire Chief.

SECTION III. AMENDMENT OF CODE

Title 8, Chapter 8.92, section 8.92.090 of the Stockton Municipal Code is amended and shall read as follows:

8.92.090 Administrative penalties—Appeals.

A. In addition to any other remedy available at law, any person ~~who possess, uses, stores, and/or displays dangerous fireworks or any person who sells, possesses, uses or discharges safe and sane fireworks on or at dates, times, and/or locations other than~~

~~those permitted by this chapter, or any permittee~~ who violates any provision of this chapter~~,~~ is subject to an administrative penalty~~,~~ in an amount as provided below:

1. $1,000 for a first violation;

2. $2,000 for a second violation within one year of a previous violation; and

3. $3,000 for each additional violation within one year of two or more previous violations

~~A. The amount of the administrative penalty shall be $1,000.00 dollars for each violation.~~

~~B. Appeals of administrative penalties shall be made and heard in accordance with Chapter 1.44 of this Code. (Ord. 2017-03-28-1502 § 3; Ord. 2012-02-28-1601 C.S. § 1)~~

B. Any person who ignites, uses, discharges, or displays any dangerous firework or safe and sane firework in violation of 8.92.015 shall be liable for the response costs relating to the violation. The amount of response costs constitutes a debt owed to the City. All persons, including strictly liable social hosts and those with the care, custody or control of offending minors, who violate this chapter in the same incident are jointly and severally liable for response costs.

C. This chapter may be enforced by the officials provided in section 1.24.020.

D. Violations of this chapter may be served by first-class or certified mail.

E. Payment for violations of this chapter shall be remitted to the City within 30 calendar days of the date of the notice. Payment of any such costs may be stayed upon the filing of a timely appeal.

F. A person charged under this chapter may, within 10 calendar days of the date of the notice, appeal in accordance with Chapter 1.44 of this Code. Failure to timely file an appeal constitutes a failure to exhaust available administrative remedies and bars any further review or appeal of the violation.

G. Violations of this chapter are hereby declared to be a public nuisance.

H. All remedies prescribed under this chapter are cumulative and the election of one or more remedies does not bar the City from the pursuit of any other remedy to enforce this chapter.

SECTION IV. AMENDMENT OF CODE

Title 8, Chapter 8.92, section 8.92.140 is added to the Stockton Municipal Code and shall read as follows:

8.92.140 Strict liability for unlawful ignition, use, discharge, or display of fireworks by another person.

A. Ignition, Use, Discharge, or Display by Minors. Any person having the care, custody, or control of a person under 18 years of age shall be strictly liable for any unlawful ignition, use, discharge, or display of dangerous fireworks or safe and sane fireworks in violation of section 8.92.015. Nothing in this subsection A shall limit the liability of any social host for a violation of this chapter.

B. Social Host Liability. Any social host shall be strictly liable for any unlawful ignition, use, discharge, or display of any dangerous fireworks or safe and sane fireworks in violation of 8.92.015 at their property or gathering; except that:

1. No person who has the right to use, possess or occupy a unit in a multifamily residential property under a lease, rental agreement or contract shall be liable under this subsection B for violations of section 8.92.015 occurring in the common areas of the property.

2. No social host shall be liable under this subsection B who initiates contact with law enforcement or fire officials to assist in removing any person from the property or terminating the activity in order to comply with this chapter, if the request for assistance is made before the arrival of law enforcement or fire officials to the property and before any other person contacts law enforcement or fire officials to complain about the violation of this chapter.

3. No owner of private property shall be liable under this subsection B for a violation of section 8.92.015 on that property if that owner can demonstrate that at the time of such violation they:

a. Rented or leased the property to another;

b. Were not present; and

c. Had no prior knowledge of the violation.

C. Violations in the Right-of-Way. No social host shall aid or abet another person's violation of a provision of this chapter in a public right-of-way adjacent to the social host's property. A social host aids and abets another person's violation of a provision of this chapter if he or she knows of the other person's unlawful purpose and the social host specifically intends to, and does in fact, aid, facilitate, promote, encourage, or instigate the other person's commission of that violation.

SECTION V. AMENDMENT OF CODE

Title 8, Chapter 8.92, section 8.92.150 is added to the Stockton Municipal Code and shall read as follows:

8.92.150 Reward Fund.

The City Manager may establish a special fund consisting of penalties collected from violations of this chapter to pay rewards in the amount of no more than $250 to individuals providing information leading to the identification of, and successful criminal or civil action against, any person violating this chapter. The City Manager may create rules concerning administration of the fund and eligibility for rewards.

SECTION VI. SEVERABILITY

If any section of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the act which can be given without the invalid provisions or application, and to this end the provisions of this act are severable.

SECTION VII. EFFECTIVE DATE

This ordinance shall take effect and be in full force immediately after its passage.

ADOPTED: _____

EFFECTIVE: _____

_____
KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

_____
ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

Administrative Penalties in Select Jurisdictions

City	County	1st Offence	2nd Offence	3rd Offence
Anaheim*	Orange	$1,000	$2,000	$3,000
Bakersfield	Kern	$1,000	$1,000	$1,000
Fresno	Fresno	$2,000	$3,000	$5,000
Livermore	Alameda	$500	$500	$500
Lodi	San Joaquin	$1,000	$2,000	$3,000
Long Beach	Los Angeles	$1,000	$1,000	$1,000
Manteca	San Joaquin	$750	$1,000	$1,000
Merced	Merced	$1,000	$1,500	$2,000
Modesto**	Stanislaus	$1,000	$1,000	$1,000
Sacramento	Sacramento	$1,000	$2,500	$5,000
San Bernardino	San Bernardino	$1,000	$2,500	$5,000

*Fines represent violations for “dangerous fireworks,” violations for improper use of “safe and sane” fireworks are $250, $500, $1,000.

**Fines represent violations for “dangerous fireworks,” violations for improper use of “safe and sane” fireworks are $250, $500, $750.

ORDINANCE NO.

AN URGENCY ORDINANCE AMENDING TITLE 8, CHAPTER 8.92, SECTIONS 8.92.010 AND 8.92.090 AND ADDING SECTIONS 8.92.140 AND 8.92.150 OF THE STOCKTON MUNICIPAL CODE RELATING TO ADMINISTRATIVE PENALTIES FOR UNLAWFUL FIREWORKS AND STRICT LIABILITY FOR THE UNLAWFUL IGNITION, USE, DISCHARGE, OR DISPLAY OF FIREWORKS BY OTHER PERSONS

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

SECTION I. DECLARATION OF URGENCY

Pursuant to Section 508 of the City of Stockton Charter, the City Council of the City of Stockton has determined that the provisions contained herein are necessary for the immediate preservation of the public peace, health, or safety within the incorporated areas of the City. This determination is based on the following facts and circumstances:

1. Fireworks can cause significant anxiety in adults and children, especially veterans and others with post-traumatic stress, as well as pets; and

2. Fireworks pose a serious risk of fire and the City historically experiences an increase of fire damage as result of the use of fireworks on or around the Fourth of July Holiday; and

3. During the period of June 28 to July 5, 2021, the City experienced three building fires, twenty-four grass fires, twenty-one outside rubbish and trash fires, and numerous other fireworks related fires; and

4. There is a need for deterrence and enforcement tools with which emergency responders can hold those posing a significant risk to public health and safety accountable for the unlawful possession and detonation of fireworks in this City.

SECTION II. AMENDMENT OF CODE

Title 8, Chapter 8.92, section 8.92.010 of the Stockton Municipal Code is amended and shall read as follows:

8.92.010 Definitions.

The following words and phrases, as used in this chapter, are defined as follows:

A. “Applicant” means a nonprofit organization that applies for a fireworks sales permit as provided in this chapter.

B. “City Manager” means the City Manager of the City of Stockton and/or designee or designees.

C. “Dangerous fireworks” mean: (1) dangerous fireworks as set forth in California State Fireworks Law (Sections 12505 and 12561 of the Health and Safety Code and the relevant sections of Title 19, Code of Regulations, Subchapter 6), as hereinafter may be amended from time to time, which are hereby incorporated by reference; or (2) safe and sane fireworks, as defined in subsection J below, that have been modified in any respect from their original design

D. “Fire Chief” means the Fire Chief of the City of Stockton or the Fire Chief’s designee.

E. “Nonprofit organization” means:

1. Any organization that: (a) has been created for charitable, religious, philanthropic or educational purposes, (b) has obtained tax exempt status from the Internal Revenue Service or the State Franchise Tax Board, (c) has had a Stockton zip code mailing address for more than 12 consecutive months immediately prior to filing an application, and (c) primarily serves City residents;

2. An organization that: (a) itself has not obtained tax exempt status from the Internal Revenue Service or the State Franchise Tax Board but is an integral part of a recognized national organization that has obtained such tax exempt status, (b) has had a Stockton zip code mailing address for more than 12 consecutive months immediately prior to filing an application, and (c) primarily serves City residents;

3. Any organization that: (a) has not obtained tax exempt status from the Internal Revenue Service or the State Franchise Tax Board but has been created for charitable, religious, philanthropic or educational purposes and the net proceeds of such organization are committed to the promotion of the objectives of the organization and not for private gain, (b) has had a Stockton zip code mailing address for more than 12 consecutive months immediately prior to filing an application, and (c) primarily serves City residents.

F. “Permit” means a fireworks sale permit.

G. “Permittee” means an applicant to which the City has issued a permit.

H. “Person” means and includes any individual, firm, partnership, joint venture, association, concern, corporation, state, trust, business trust, receiver, syndicate, or any other group of combination acting as a unit.

I. “Residents of the City” or “City residents” mean and include owners of businesses and/or property in the City as well as occupants of residential dwellings.

J. “Response costs” means costs associated with law enforcement, fire, medical, or other emergency personnel responding to, remaining at, and leaving the scene where dangerous fireworks, or safe and sane fireworks at a prohibited date, time, or location, were used or discharged, including but not limited to:

1. Salaries and benefits of law enforcement, fire, medical, or other emergency personnel;

2. Administrative costs;

3. The cost of any medical treatment of injuries to any law enforcement, fire, medical, or other emergency personnel;

4. The cost of using any city equipment;

5. The cost of repairing any damaged city equipment or property; and

6. Any other costs related to enforcement of this chapter.

K. “Safe and sane fireworks” or “fireworks” mean safe and sane fireworks as set forth in California State Fireworks Law (Sections 12529 and 12562 of the Health and Safety Code and the relevant sections of Title 19, Code of Regulations, Subchapter 6), as hereinafter may be amended from time to time, which are hereby incorporated by reference.

L. “Social host” means a person who either:

1. Is in charge of a property, including, but not limited to, an owner, tenant, landlord, or property manager; or

2. Organizes, supervises, officiates, conducts, controls, or is otherwise in charge of the activity on a property.

M. “Stockton zip code” means those zip codes as established from time to time by the Fire Chief.

SECTION III. AMENDMENT OF CODE

Title 8, Chapter 8.92, section 8.92.090 of the Stockton Municipal Code is amended and shall read as follows:

8.92.090 Administrative penalties—Appeals.

A. In addition to any other remedy available at law, any person who violates any provision of this chapter is subject to an administrative penalty in an amount as provided below:

1. $1,000 for a first violation;

2. $2,000 for a second violation within one year of a previous violation; and

3. $3,000 for each additional violation within one year of two or more previous violations

B. Any person who ignites, uses, discharges, or displays any dangerous firework or safe and sane firework in violation of 8.92.015 shall be liable for the response costs relating to the violation. The amount of response costs constitutes a debt owed to the City. All persons, including strictly liable social hosts and those with the care, custody or control of offending minors, who violate this chapter in the same incident are jointly and severally liable for response costs.

C. This chapter may be enforced by the officials provided in section 1.24.020.

D. Violations of this chapter may be served by first-class or certified mail.

E. Payment for violations of this chapter shall be remitted to the City within 30 calendar days of the date of the notice. Payment of any such costs may be stayed upon the filing of a timely appeal.

F. A person charged under this chapter may, within 10 calendar days of the date of the notice, appeal in accordance with Chapter 1.44 of this Code. Failure to timely file an appeal constitutes a failure to exhaust available administrative remedies and bars any further review or appeal of the violation.

G. Violations of this chapter are hereby declared to be a public nuisance.

H. All remedies prescribed under this chapter are cumulative and the election of one or more remedies does not bar the City from the pursuit of any other remedy to enforce this chapter.

SECTION IV. AMENDMENT OF CODE

Title 8, Chapter 8.92, section 8.92.140 is added to the Stockton Municipal Code and shall read as follows:

8.92.140 Strict liability for unlawful ignition, use, discharge, or display of fireworks by another person.

A. Ignition, Use, Discharge, or Display by Minors. Any person having the care, custody, or control of a person under 18 years of age shall be strictly liable for any unlawful ignition, use, discharge, or display of dangerous fireworks or safe and

sane fireworks in violation of section 8.92.015. Nothing in this subsection A shall limit the liability of any social host for a violation of this chapter.

B. Social Host Liability. Any social host shall be strictly liable for any unlawful ignition, use, discharge, or display of any dangerous fireworks or safe and sane fireworks in violation of 8.92.015 at their property or gathering; except that:

1. No person who has the right to use, possess or occupy a unit in a multifamily residential property under a lease, rental agreement or contract shall be liable under this subsection B for violations of section 8.92.015 occurring in the common areas of the property.

2. No social host shall be liable under this subsection B who initiates contact with law enforcement or fire officials to assist in removing any person from the property or terminating the activity in order to comply with this chapter, if the request for assistance is made before the arrival of law enforcement or fire officials to the property and before any other person contacts law enforcement or fire officials to complain about the violation of this chapter.

3. No owner of private property shall be liable under this subsection B for a violation of section 8.92.015 on that property if that owner can demonstrate that at the time of such violation they:

a. Rented or leased the property to another;

b. Were not present; and

c. Had no prior knowledge of the violation.

C. Violations in the Right-of-Way. No social host shall aid or abet another person's violation of a provision of this chapter in a public right-of-way adjacent to the social host's property. A social host aids and abets another person's violation of a provision of this chapter if he or she knows of the other person's unlawful purpose and the social host specifically intends to, and does in fact, aid, facilitate, promote, encourage, or instigate the other person's commission of that violation.

SECTION V. AMENDMENT OF CODE

Title 8, Chapter 8.92, section 8.92.150 is added to the Stockton Municipal Code and shall read as follows:

8.92.150 Reward Fund.

The City Manager may establish a special fund consisting of penalties collected from violations of this chapter to pay rewards in the amount of no more than $250 to individuals providing information leading to the identification of, and successful criminal or civil action

against, any person violating this chapter. The City Manager may create rules concerning administration of the fund and eligibility for rewards.

SECTION VI. SEVERABILITY

If any section of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the act which can be given without the invalid provisions or application, and to this end the provisions of this act are severable.

SECTION VII. EFFECTIVE DATE

This ordinance shall take effect and be in full force immediately after its passage.

ADOPTED: _____

EFFECTIVE: _____

_____
KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

_____
ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

File #: 22-0593, **Version:** 1

APPROVAL OF CITY COUNCIL MINUTES

RECOMMENDATION

Approve the minutes from the City Council meeting of April 19, 2022 and the Special City Council meeting May 3, 2022

Attachment A - 2022-04-19 Minutes
Attachment B - 2022-05-03 Minutes

MINUTES
CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY/PUBLIC FINANCING AUTHORITY/PARKING AUTHORITY CONCURRENT MEETING OF APRIL 19, 2022

Council Chamber, City Hall 425 N. El Dorado St. Stockton, CA

Note: The CLOSED SESSION of the City Council of the City of Stockton scheduled for 4:00 PM was cancelled.

~~1. CLOSED SESSION CALL TO ORDER/ROLL CALL~~

~~2. ADDITIONS TO CLOSED SESSION AGENDA~~

~~3. ANNOUNCEMENT OF CLOSED SESSION~~

~~3.1 22-0339 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION~~

~~Number of Cases: One~~

~~Name of Case: Kurt Wilson v. City Council of Stockton, et al. (San Joaquin County Superior Court Case No. STK-CV-UVM-2019-12404)~~

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

Legislation Text

~~3.2 22-0340 CONFERENCE WITH LABOR NEGOTIATOR~~

Legislation Text

~~3.3 22-0341 PUBLIC EMPLOYEE PERFORMANCE EVALUATION:~~

Legislation Text

~~3.4 22-0342 PUBLIC EMPLOYEE PERFORMANCE EVALUATION:~~

Legislation Text

~~3.5 22-0343 PUBLIC EMPLOYEE PERFORMANCE EVALUATION:~~

Legislation Text

~~3.6 22-0344 CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION~~

~~Number of Cases: One~~

~~Based on existing facts and circumstances, there is significant exposure to litigation pursuant to Government Code section 54956.9 (b).~~

Legislation Text

~~4. PUBLIC COMMENT~~

~~5. RECESS TO CLOSED SESSION~~

6. REGULAR SESSION CALL TO ORDER/ROLL CALL - 5:30 PM

Roll Call
Present:
Paul Canepa
Christina Fugazi
Sol Jobrack
Kevin J Lincoln II
Kimberly Warmsley
Daniel Wright
Absent:
Susan Lenz.

7. INVOCATION/PLEDGE TO FLAG

Pastor John Foster, Cathedral of the Asuncion gave the Invocation and the Pledge of Allegiance was led by Councilmember Jobrack.

8. REPORT OF ACTION TAKEN IN CLOSED SESSION

None

9. ADDITIONS TO REGULAR SESSION AGENDA

None

10. RECOGNITIONS, ANNOUNCEMENTS, OR REPORTS

10.1 22-0397 PROCLAMATION: EARTH DAY - APRIL 24, 2022

RECIPIENTS: Alicia Valenzuela and Nate Knodt

Legislation Text

Alicia Valenzuela - thanked Council, Earth Day Event

Nate Knodt - recognized other team members, Celebrating Earth Day

11. PUBLIC COMMENTS - MATTERS NOT ON THE AGENDA

Nate Knodt - Stockton Arena, Stockton Heat Hockey, Stockton Kings

Bennie Martin - police department shooting

Ernest Williams - Stockton City Charter, Council authority

Barry Oaks - retention and recruitment, Police Department, Police Chief

Ralph White - police; Crime Stoppers reward money; Police Chief town hall

Council Correspondence - Public Comments

12. CONSENT AGENDA

Approve the Consent Agenda with a single vote save item 12.12 which was heard separately.

Moved by: Daniel Wright, seconded by Sol Jobrack.

Vote: Motion carried 6-0

Yes: Paul Canepa, Christina Fugazi , Sol Jobrack, Kevin J Lincoln II, Kimberly Warmsley, and Daniel Wright.
Absent: Susan Lenz.

12.1 22-0240 APPROVE A MOTION TO JUSTIFY EXCEPTION TO THE COMPETITIVE BID PROCESS AND ENTER INTO A COOPERATIVE PURCHASING AGREEMENT WITH THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) VALUEPOINT PROGRAM, FOR PROCUREMENT OF ACQUISITION SUPPORT SERVICES THROUGH CIVIC INITIATIVES, LLC

Motion 2022-04-19-1201:

1. Approving the use of a Cooperative Purchasing Agreement through the National Association of State Procurement Officials (NASPO) ValuePoint Cooperative Purchasing Program, Master Agreement 19-19-05 to provide the City access to guaranteed labor category rates for support services from Civic Initiatives, LLC;

2. Authorizing the City Manager to execute a multi-year agreement with options to renew, to support American Rescue Plan procurement portfolio

with Civic Initiative LLC, for immediate support services; and

3. Approving findings which support and justify an exception to the competitive bid process.

Authorizing the City Manager to take necessary and appropriate actions to carry out the purpose and intent of the motion.

Legislation Text

Attachment A - CoOp Agreement with Civic Initiatives

12.2 22-0345 APPROVAL OF CITY COUNCIL MINUTES

Motion 2022-04-19-1202 approving the minutes from the City Council Special meetings of February 28, 2022 and March 7, 2022

Legislation Text

Attachment A 2022-02-28 Special

Attachment B 2022-03-07 Special

12.3 22-0372 RATIFYING THE SAN JOAQUIN COUNCIL OF GOVERNMENTS' ANNUAL FINANCIAL PLAN FOR FISCAL YEAR 2022-23

Motion 2022-04-19-1203 ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2022-23.

Legislation Text

Attachment A - SJCOG FY 22-23 Annual Financial Plan

12.4 22-0264 ACCEPT THE 2022-2023 ANNUAL HEALTH BENEFITS REPORT AND ADOPT THE MONTHLY PREMIUM RATES FOR THE CITY'S HEALTH PLANS FOR FISCAL YEAR 2022-2023

Motion 2022-04-19-1204:

1. Accepting the 2022-2023 Annual Health Benefits Report for the City's medical, dental, and vision plans; and

2. Approving the recommended monthly premium rates for the City's health plans for Fiscal Year (FY) 2022-2023; and

3. Approving entering into a Memorandum of Understanding (MOU) agreement with PRISM to join their pool for Delta Dental FY 2022-2023; and

4. Approving consolidating employer paid Life Insurance, AD&D, and

Long-Term Disability through Lincoln (PRISM); and

5. Authorizing the City Manager or their designee to execute health benefit policies and plans to address the health care needs of the City's employees.

Legislation Text

Attachment A - 2022-2023 Health Benefits Report

Attachment B - Employee and Employer Health Contributions

12.5 22-0365 PRELIMINARILY APPROVE THE 2022-23 STOCKTON CONSOLIDATED STORM DRAINAGE MAINTENANCE ASSESSMENT DISTRICT 2005-1 ANNUAL ENGINEERS' REPORT, THE PROPOSED FISCAL YEAR 2022-23 BUDGET, AND SET A PUBLIC HEARING FOR JUNE 14, 2022

Resolution 2022-04-19-1205:

1. Preliminarily approving the Fiscal Year (FY) 2022-23 Annual Engineers' Report for the Stockton Consolidated Storm Drainage Maintenance Assessment District 2005-1.

2. Preliminarily approving the FY 2022-23 proposed budgets for each zone.

3. Setting a Public Hearing for June 14, 2022.

4. Authorizing the City Clerk to publish notice of the public hearing.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Legislation Text

Attachment A - District Zones Location Map

Attachment B - Summary of Zone Budgets

Proposed Resolution

Approved Resolution 2022-04-19-1205

12.6 22-0368 PRELIMINARILY APPROVE THE 2022-23 ANNUAL ASSESSMENTS FOR INDUSTRIAL STORM DRAINAGE BASIN MAINTENANCE DISTRICTS AND ANNUAL ENGINEERS' REPORT, THE PROPOSED FISCAL YEAR 2022-23 BUDGET, AND SET A PUBLIC HEARING FOR JUNE 14, 2022

Resolutions 2022-04-19-1206-01, 2022-04-19-1206-02, 2022-04-19-1206-03, 2022-04-19-1206-04, 2022-04-19-1206-05, 2022-04-19-1206-

06:

1. Preliminarily approving the Fiscal Year 2022-23 annual assessments for the six Storm Drainage Basin Maintenance Districts proposed budgets.

2. Preliminarily approving and confirming the Engineer's estimate of the itemized costs and expenses of the maintenance and incidental expenses contained in the proposed budget.

3. Approving setting a Public Hearing for June 14, 2022, for the following industrial storm drainage basin districts:

- Western Pacific Industrial Park Storm Drainage Basin Maintenance District, Project Number 81-1 (Western Pacific)
- Charter Way Industrial Site Storm Drainage Basin Maintenance District, Project Number 86-4 (Charter Way)
- Arch Road Industrial Park Storm Drainage Basin Maintenance District, Project Number 84-2 (Arch Road)
- Airport Gateway Center Storm Drainage Basin Maintenance District (Airport Gateway)
- Stockton Airport Business Center Storm Drainage Basin Maintenance District, Project Number 84-1 (Stockton Airport)
- North Newcastle Storm Pump Station and Basin Maintenance District, Project Number 20-1 (North Newcastle)

4. Authorizing the City Clerk to publish notice of the public hearing.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of these resolutions.

Legislation Text

Attachment A - Storm Drainage Basin Districts Map

Attachment B - Budgets for Each District

Proposed Resolution Western Pacific

Proposed Resolution Charter Way Industrial

Proposed Resolution Arch Road Industrial

Proposed Resolution Airport Gateway Center

Proposed Resolution Stockton Airport Business

Proposed Resolution North Newcastle

Approved Resolution 2022-04-19-1206-01

Approved Resolution 2022-04-19-1206-02

Approved Resolution 2022-04-19-1206-03

Approved Resolution 2022-04-19-1206-04

Approved Resolution 2022-04-19-1206-05

Approved Resolution 2022-04-19-1206-06

12.7 22-0322 PRELIMINARILY APPROVE THE FISCAL YEAR 2022-23 CENTRAL STOCKTON LIGHTING MAINTENANCE DISTRICT ANNUAL ENGINEER'S REPORT, PRELIMINARILY APPROVE THE PROPOSED FISCAL YEAR 2022-23 BUDGET, AND SET A PUBLIC HEARING FOR JUNE 14, 2022

Resolution 2022-04-19-1207:

1. Preliminarily approving the Central Stockton Lighting Maintenance District Annual Engineer's Report for the Fiscal Year 2022-23.

2. Preliminarily approving the proposed Fiscal Year 2022-23 budget.

3. Setting a public hearing for June 14, 2022.

4. Authorizing the City Clerk to publish notice of the public hearing.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Legislation Text

Attachment A - Vicinity Map

Attachment B - Proposed FY 2022-23 Budget

Proposed Resolution

Approved Resolution 2022-04-19-1207

12.8 22-0366 PRELIMINARILY APPROVE THE FISCAL YEAR 2022-23 STOCKTON CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 96-2 ANNUAL ENGINEER'S REPORT, PROPOSED FISCAL YEAR 2022-23 BUDGET, AND SET A PUBLIC HEARING FOR JUNE 14, 2022

Resolution 2022-04-19-1208:

1. Preliminarily approving the Stockton Consolidated Landscape Maintenance Assessment District No. 96-2 Annual Engineer's Report for the Fiscal Year 2022-23.

2. Preliminarily approving the proposed Fiscal Year 2022-23 budget.

3. Setting a public hearing for June 14, 2022.

4. Authorizing the City Clerk to publish notice of the public hearing.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Legislation Text

Attachment A - Vicinity Map

Attachment B - Proposed FY 2022-23 Budget

Attachment C - Preliminary Summary of Zones

Proposed Resolution - LMD Landscape Preliminary

Approved Resolution 2022-04-19-1208

12.9 22-0235 AUTHORIZE CONTRACT AMENDMENT NO. 2 WITH ALPHA ANALYTICAL LABORATORIES, INC. TO PROVIDE LABORATORY SERVICES

Motion 2022-04-19-1209:

1. Authorizing Contract Amendment No. 2 (Attachment A) in the amount of $163,300 with Alpha Analytical Laboratories, Inc., Elk Grove, California, to provide laboratory services; and

2. Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Contract Amendment No. 2

Attachment B - Contract

Attachment C - Contract Amendment No. 1

Attachment D - Cost Increase Request and Proposed Tests

12.10 22-0297 APPROVE A RESOLUTION TO ACCEPT TRUST FUNDS OF THE ESTATE OF THE DECEDENT, CARL O. SCHATZ AS ORDERED BY THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN JOAQUIN IN THE AMOUNT OF $200,000 AND AMEND THE FY 2021-22 BUDGET

Resolution 2022-04-19-1210:

1. Accepting funding from the estate of the decedent, Carl O. Schatz as ordered by the Superior Court of California, County of San Joaquin in the amount of $200,000; and

2. Appropriating revenue and expenditure budget in the Police Special Revenue Fund; and

3. Authorizing the City Manager, or designee, to take all necessary and appropriate actions to carry out the purpose and intent of the resolution.

Legislation Text

Attachment A - Court Order

Proposed Resolution

Approved Resolution 2022-04-19-1210

12.11 22-0328 APPROVE MOTION TO AUTHORIZE THE SUBMITTAL OF PROJECTS TO THE SAN JOAQUIN COUNCIL OF GOVERNMENTS FOR "ONE VOICE" PROJECT PRIORITIES FOR FEDERAL FISCAL YEAR 2022-2023

Motion 2022-04-19-1211:

1. Authorizing the submittal of three projects to the San Joaquin Council of Governments for proposed federal funding as part of the annual "One Voice" trip to Washington, D.C.

2. Authorizing associated agreements and undertake actions to accept and receive the funding in the event that the funding requests are successful, including any future amendments.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Legislation Text

12.12 22-0394 ADOPT RESOLUTION TO AUTHORIZE THE ALEXANDRIA AND FIVE MILE SLOUGH CULVERT REPLACEMENT PROJECT

Legislation Text

Attachment A - Vicinity Map

Proposed Resolution

Exhibit 1 - Notice of Exemption

Exhibit 2 - Construction Contract

Approved Resolution 2022-04-19-1212

Approve **Resolution 2022-04-19-1212:**

1. Approving the Notice of Exemption No. NOE32-21 under the California Environmental Quality Act for the Alexandria and Five Mile Slough Culvert Replacement, Project No. WT19018.

2. Approving the plans and specifications for the Alexandria and Five Mile

Slough Culvert Replacement, Project No. WT19018.

3. Awarding a Construction Contract in the amount of $708,215 to Sinclair General Engineering Construction, Inc. of Oakdale, CA, for the Alexandria and Five Mile Slough Culvert Replacement, Project No. WT19018.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Moved by: Paul Canepa, seconded by Daniel Wright.

Vote: Motion carried 6-0

Yes: Paul Canepa, Christina Fugazi , Sol Jobrack, Kevin J Lincoln II, Kimberly Warmsley, and Daniel Wright.
Absent: Susan Lenz.

13. ADMINISTRATIVE MATTERS

None

14. UNFINISHED BUSINESS

None

15. NEW BUSINESS

15.1 22-0227 APPROVE THE 2022 STOCKTON TOURISM BUSINESS IMPROVEMENT DISTRICT BUDGET AND SERVICE PLAN, AND 2021 ANNUAL REPORT

Legislation Text

Proposed Resolution

Exhibit 1 - TBID Visit Stockton 2022 Service Plan

Exhibit 2 - TBID Visit Stockton 2021 Annual Report

Exhibit 3 - TBID Visit Stockton 2022 Budget

PPT - Visit Stockton (TBID) Council Update

Approved Resolution 2022-04-19-1501

Approve **Resolution 2022-04-19-1501**:

1. Approving the 2022 Annual Service Plan for the Stockton Tourism Business Improvement District;

2. Approving the 2022 Operating Budget and Assessment for the Stockton Tourism Business Improvement District;

3. Approving the 2021 Annual Report for the Stockton Tourism Business Improvement District; and

4. Authorizing the City Manager, or designee, to take necessary and appropriate actions to carry out the purpose of this resolution.

Moved by: Christina Fugazi , seconded by Kimberly Warmsley.

Vote: Motion carried 6-0

Yes: Paul Canepa, Christina Fugazi , Sol Jobrack, Kevin J Lincoln II, Kimberly Warmsley, and Daniel Wright.
Absent: Susan Lenz.

15.2 22-0289 AUTHORIZE AWARD OF 5-YEAR CONTRACTS FOR PROFESSIONAL SERVICES WITH PFM ASSET MANAGEMENT LLC AND CHANDLER ASSET MANAGEMENT SERVICES, INC., TO PROVIDE INVESTMENT MANAGEMENT SERVICES

Legislation Text

Attachment A - Agreement - PFM Asset Management

Attachment B - Agreement - Chandler Asset Management

PPT - Investment Management Presentation

Approve **Motion 2022-04-19-1502:**

1. Approving findings that support an exception to the competitive bidding requirement pursuant to Stockton Municipal Code section 3.68.070(A)(3) for negotiated contracts following solicitation of competitive proposals;

2. Awarding 5-year Professional Services Contracts to PFM Asset Management LLC and Chandler Asset Management Services, Inc., to provide investment management services at a rate of 3.80 basis points (0.038%) on the monthly average portfolio balance; and

3. Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Moved by: Daniel Wright, seconded by Paul Canepa.

Vote: Motion carried 6-0

Yes: Paul Canepa, Christina Fugazi , Sol Jobrack, Kevin J Lincoln II, Kimberly Warmsley, and Daniel Wright.
Absent: Susan Lenz.

15.3

22-0373 ADOPT A RESOLUTION TO ACCEPT AND APPROPRIATE FUNDING FROM THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD WATER AND WASTEWATER ARREARAGE PAYMENT PROGRAM; APPROVE THE ALLOCATION OF FUNDS AND APPROVE A WAIVER OF ELIGIBLE CUSTOMER LATE FEES

Legislation Text

Proposed Resolution

PPT - Wastewater Arrearage Payment Program

Approved Resolution 2022-04-19-1503

Approve **Resolution 2022-04-19-1503**:

1. Accepting and appropriating funds from the California State Water Resources Control Board for the Water and Wastewater Arrearage Payment Program in an amount up to $2,253,527.34.

2. Approving the allocation of funds in accordance with all Water and Wastewater Arrearage Payment Program requirements.

3. Approving a waiver of customer late payment fees eligible under the Water and Wastewater Arrearage Payment Program.

Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Moved by: Sol Jobrack, seconded by Daniel Wright.

Vote: Motion carried 6-0

Yes: Paul Canepa, Christina Fugazi , Sol Jobrack, Kevin J Lincoln II, Kimberly Warmsley, and Daniel Wright.
Absent: Susan Lenz.

15.4 22-0390 DISCUSSION ON POTENTIAL 4TH OF JULY CELEBRATION

This item was discussion only. No action taken

Legislation Text

16. HEARINGS

16.1 22-0323 HOLD PUBLIC HEARING TO APPROVE THE ANNUAL BUDGET AND ASSESSMENT ROLLS FOR THE 2022-23 HOLIDAY PARK MAINTENANCE DISTRICT

Legislation Text

Attachment A - Holiday Park Annual Budget

Attachment B - Holiday Park Assessment District Map

Proposed Resolution - Holiday Park 2022_2023

PPT - Holiday Park Maintenance District Assessment

Approved Resolution 2022-04-19-1601

Approve **Resolution 2022-04-19-1601:**

1. Overriding any and all public hearing protests.

2. Approving the Annual Budget for Holiday Park Budget for FY2022-23.

3. Confirming and approving the assessment of $46,598 for the Holiday Park Maintenance District for FY2022-23.

4. Authorizing the City of Stockton Chief Financial Officer to assess those parcels within the assessment district.

5. Certifying the assessments meet the requirements pertaining to the levy of annual assessments.

6. Approving a subsidy in the amount of $81,489 from the Strong Communities Fund (210-000) to continue operations and maintenance of the facility.

7. Authorizing the City Manager to take appropriate actions to carry out the purpose and intent of the resolution.

Moved by: Daniel Wright, seconded by Christina Fugazi .

Vote: Motion carried 5-0

Yes: Paul Canepa, Christina Fugazi , Sol Jobrack, Kevin J Lincoln II, and Daniel Wright.
Abstain: Kimberly Warmsley.
Absent: Susan Lenz.

16.2 22-0134 PUBLIC HEARING TO ACCEPT THE ECONOMIC DEVELOPMENT SUBSIDY 2021 ANNUAL REPORT

Legislation Text

Attachment A - Government Code 53083

Attachment B - Annual Report 2021

PPT - Economic Development Subsidy Report

Approve **Motion 2022-04-19-1602:**

1. Accepting the Economic Development Subsidy 2021 Annual Report, which includes all subsidies the City has provided to developers/business entities for economic development purposes over $100,000; and

2. Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Moved by: Sol Jobrack, seconded by Paul Canepa.

Vote: Motion carried 6-0

Yes: Paul Canepa, Christina Fugazi , Sol Jobrack, Kevin J Lincoln II, Kimberly Warmsley, and Daniel Wright.
Absent: Susan Lenz.

16.3 22-0265 ADOPT A RESOLUTION CERTIFYING AN ENVIRONMENTAL IMPACT REPORT, ADOPT AN ORDINANCE FOR PRE-ZONING, ADOPT A DEVELOPMENT AGREEMENT, AND ADOPT A RESOLUTION AUTHORIZING ANNEXATION REQUESTS FOR A PROPOSED INDUSTRIAL DEVELOPMENT AT 5110, 5150, 5268, 5280, AND 5290 MARIPOSA ROAD, 4500 EAST CLARK ROAD, AND 4600 AND 4610 MARFARGOA DRIVE (APNS 179-220-10; -11; -12; -13; -16; -17; -18; -19; -24) (P20-0805)

RECOMMENDATION It is recommended that the City Council: 1. Adopt a Resolution certifying the Mariposa Industrial Park Environmental Impact Report (SCH #2020120283), including a Statement of Overriding Considerations, and adopt a Mitigation Monitoring and Reporting Program; and 2. Adopt an Ordinance for the Pre-zoning of APNs 179-220-10; -11; -12; -13; -16; -17; -18-; 19; and -24 to Industrial, Limited (IL); and 3. Adopt an Ordinance for a Development Agreement; and 4. Adopt a Resolution authorizing the filing of an annexation application with the San Joaquin Local Agency Formation Commission; and 5. Authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the resolutions.

Legislation Text

Attachment A - Location Map and Aerial Photo

Attachment B - Zoning Map

Attachment C - General Plan Land Use Map

Attachment D - Project Plan

Attachment E - Draft EIR

Attachment G - Prezone Description

Attachment F - Final EIR

Attachment H - City Services Plan

Attachment I - Annexation Map

Attachment J - Development Agreement

Attachment K - Planning Commission Resolutions

Attachment L - MSR 10 Year Horizon Exhibit

Proposed Resolution - Environmental Impact Report

Exhibit 1 - Final EIR

Exhibit 2 - Statement of OC Revised

Exhibit 3 - Findings and MMRP Revised

Proposed Resolution - Annexation

Exhibit 1 - City Services Plan

Exhibit 2 - Prezone Description and Map

Exhibit 3 - Draft Montezuma Agreement

Exhibit 4 - MSR 10 Year Horizon Exhibit

Proposed Ordinance - Prezone

Exhibit 1 - Prezone Description and Map

Proposed Ordinance - Development Agreement

Exhibit 1 - Development Agreement

PPT - Mariposa Industrial Park Annexation

Note: This item was continued by staff to a meeting date uncertain

Around the Bench Memo

17. CITY MANAGER'S UPDATE

City Manager Black - Police Chief finalists panel interviews tomorrow, April 20, 2022, 5:30 PM town hall, meet and greet

18. COUNCIL COMMENTS

Councilmember Warmsley - COVID trends, community facilities; Celebration at Sikh Temple; Police Department Events; blight; City welcome signs; extended hours at community centers; Martin Luther King corridor, feasibility study; violence in the community, Stockton Together; County Fair, June 3, 2022; social media; McKinley Park; mobile City Hall and library; staffing; mental health; community tragedy

Vice Chair Fugazi-timeline for projects; Saturday April 30, 2022, First Baptist Church "Be the match" event; Edison High school projects; Earth day April 24, 2022 at Victory Park; thanked Police department and Mayor, candlelight vigil

Councilmember Jobrack - Martin Luther King project request; cleanliness of the community; donation of discretionary funds to Crime Stoppers

Councilmember Canepa -funds for improvements in the community; employee appreciation; candlelight vigil, thanked Mayor Lincoln

Mayor Lincoln-community safety; priority of youths, loss of Alicia Reynaga; close meeting moment of silence for Alicia Reynaga

19. ADJOURNMENT - 7:53 PM

INFORMATIONAL ITEMS

1. 22-0351 COUNCIL COMMITTEE/BOARD AND COMMISSION MINUTES

Information item only. No action taken.

Legislation Text

CSC 2021-11-18

CSC 2021-12-16

PC 2021-12-09

PC 2022-01-13

PC 2022-01-27

ELIZA R. GARZA, CMC
STOCKTON CITY CLERK

MINUTES
CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY/PUBLIC FINANCING AUTHORITY/PARKING AUTHORITY
CONCURRENT - SPECIAL
MEETING OF MAY 3, 2022

Council Chamber, City Hall 425 N. El Dorado St. Stockton, CA

1. SPECIAL SESSION CALL TO ORDER/ROLL CALL - 4:32 PM

Roll Call
Present:
Paul Canepa
Christina Fugazi
Sol Jobrack
Susan Lenz
Kevin J Lincoln II
Kimberly Warmsley
Daniel Wright

2. INVOCATION/PLEDGE TO FLAG

Chaplin Jesse Kenyon of Stockton Police Department provided the invocation and Councilmember Wright led the pledge.

3. ADDITIONS TO SPECIAL SESSION AGENDA

None

4. RECOGNITIONS, ANNOUNCEMENTS, OR REPORTS

4.1 PROCLAMATION/CERTIFICATE: MENTAL HEALTH MONTH

4.2 22-0389 PROCLAMATION/CERTIFICATE: PROFESSIONAL MUNICIPAL CLERKS WEEK - MAY 1-7, 2022

Legislation Text

RECIEPIENT: City Clerk's Office

Katherine Roland, Assistant City Clerk - thanked City Clerk and staff

Eliza Garza, City Clerk - thanked staff

5. PUBLIC COMMENTS - MATTERS NOT ON THE AGENDA

Kathleen Gapusan - thanked Mayor and City Manager; new Police Chief; pools; Pixie Woods; sidewalks

Nate Knodt - small business week; revitalize Downtown Stockton; Stockton Heat game

Mark Stebbins - South Stockton community

Council Correspondence - Public Comment

6. CONSENT AGENDA

Approve the Consent Agenda with a single vote

Moved by: Christina Fugazi , seconded by Daniel Wright.

Vote: Motion carried 7-0

Yes: Paul Canepa, Christina Fugazi , Sol Jobrack, Susan Lenz, Kevin J Lincoln II, Kimberly Warmsley, and Daniel Wright.

6.1 22-0438 APPROVAL OF CITY COUNCIL MINUTES

Motion 2022-05-03-0601 approving the minutes from the City Council meeting of April 5, 2022

Legislation Text

Attachment A - 2022-04-05 Minutes

7. ADMINISTRATIVE MATTERS

None

8. UNFINISHED BUSINESS

None

9. NEW BUSINESS

9.1 22-0402 OVERVIEW OF THE "MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT" AND DRAFT INFRASTRUCTURE FINANCING PLAN

Informational only. No action taken

Legislation Text

Attachment A - Draft EIFD Infrastructure Financing Plan

9.1 - PPT - EIFD Workshop

9.2 22-0285 ADOPT RESOLUTION TO AUTHORIZE THE NEW CITY HALL RENOVATIONS AND RELOCATION PROJECT

Legislation Text

Attachment A - Vicinity Map

Proposed Resolution

Approved Resolution 2022-05-03-0902

Exhibit 1 - Contract with Roebbelen Contracting

Exhibit 2 - Amdt 5 - Indigo Hammond + Playle Architects

9.2 - PPT - New City Hall Renovations and Relocation

The following persons spoke to this item: Antonio Guydon, Ralph White, Ernest Williams and Mark Stebbins

Approve **Resolution 2022-05-03-0902**

1. Approving the plans and specifications for the New City Hall Renovations and Relocation, Project No. E016015.

2. Appropriating funds in the amount of $12,600,000 from the General Fund Known Contingency Reserves to the New City Hall Renovations and Relocation, Project No. E016015 and authorize the transfer of fund from the General Fund to the General Capital Improvement Fund.

3. Awarding a Construction Contract in the amount of $42,348,123 to Roebbelen Contracting, Inc., of El Dorado Hills, CA, for the New City Hall Renovations and Relocation, Project No. E016015.

4. Executing Amendment No. 5 to the Standard Agreement with Indigo, Hammond + Playle Architects, LLP to extend the termination date to December 31, 2024, and increase funding in the amount of $600,000 for design construction support services for the Tenant Improvements to the Waterfront Towers for the Relocation of City Hall, Project No. E016015.

Approving the City Manager take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Moved by: Daniel Wright, seconded by Susan Lenz.

Vote: Motion carried 7-0

Yes: Paul Canepa, Christina Fugazi , Sol Jobrack, Susan Lenz, Kevin J Lincoln II, Kimberly Warmsley, and Daniel Wright.

9.3

22-0288 ADOPT RESOLUTION TO AUTHORIZE APPROPRIATION OF $10.2 MILLION IN GENERAL FUND DOLLARS TO CITY COUNCIL PRIORITY PROJECTS

Legislation Text

Attachment A - List for Funding Consideration

Proposed Resolution - Council Priority Projects $10.2 million

9.3 - PPT - Appropriation for Council Priority Projects

The following persons spoke to this item: Gina Calder, Mary Pennini, Nate Knodt, Julie Devincenzi (document filed), Barbra Kilian, Yvonne Sampson, David Ross, Mark Stebbins, Ernest Williams, Ralph White and Michelle Padilla

Document Filed by Julie Devinchenzi

Council Correspondence - Public Comments

Approve **Motion 2022-05-03-0902** approving Option B allocating 5 million dollars to trees, 4 million to sidewalks, 1.1 million to Pixie Woods and $100,000 Oak Park baseball fields improvement.

Moved by: Christina Fugazi , seconded by Susan Lenz.

Vote: Motion carried 4-2

Yes: Christina Fugazi , Susan Lenz, Kevin J Lincoln II, and Kimberly Warmsley.
No: Paul Canepa, and Sol Jobrack.
Recuse:Daniel Wright.

Note: Meeting went into recess at 7:57 PM and reconvened at 8:05 PM

10. HEARINGS

10.1 22-0329 PUBLIC HEARING: FY 2022-23 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIP, AND EMERGENCY SOLUTIONS GRANT PROGRAMS

Legislation Text

Attachment A - Grant Applications

Proposed Resolution - 2022-23 Action Plan

Approved Resolution 2022-05-03-1001

Exhibit 1 - Draft Action Plan

Exhibit 2 - 2022-2023 Sources and Uses draft

10.1 - PPT - 22-23 Action Plan

The following persons spoke to this item: Jamie Guerrero and Jose Nuno

Note: A memorandum to the commission, dated April 29, 2022, regarding Item 10.1 was distributed around the bench and filed

Around the Bench Memo

Approve **Resolution 2022-05-03-1001**

1. Approving the FY 2022-23 Annual Action Plan for the Community Development Block Grant, HOME Investment Partnership, and Emergency Solutions Grant Programs; and

2. Authorizing the City Manager or designee, to appoint staff as the Certifying Officer responsible for completing the environmental review process to ensure compliance with the National Environmental Policy Act (NEPA); and

3. Authorizing the City Manager, or designee, to execute and submit all documents to the U.S. Department of Housing and Urban Development and to take actions necessary and appropriate to carry out the purpose and intent of the resolution.

Moved by: Susan Lenz, seconded by Daniel Wright.

Vote: Motion carried 7-0

Yes: Paul Canepa, Christina Fugazi , Sol Jobrack, Susan Lenz, Kevin J Lincoln II, Kimberly Warmsley, and Daniel Wright.

11. CITY MANAGER'S UPDATE

None

12. COUNCIL COMMENTS

Councilmember Wright- fallen officer memorial at Stockton Police Department on May 5, 2022 at 11:00 AM

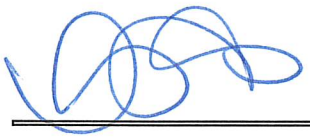
Councilmember Warmsley - Cinco de Mayo celebrations; Public Works department, May 11, 2022 cleanup at McKinley park; Survivor Speaks statewide conference; safety in community; One Voice Conference; welcoming of new Chief of Police

Councilmember Fugazi - fires; unsheltered; Stockton Small Business Week, events; Teacher Appreciation Week

Councilmember Canepa - Cinco de Mayo parade; street repairs timeline; community safety

Mayor Lincoln - Teacher Appreciation Week; Cinco de Mayo parade; Downtown Stockton; Stockton Heat; moment of silence for Mattie Harrel

13. ADJOURNMENT - 9:02 PM



ELIZA R. GARZA, CMC
STOCKTON CITY CLERK

File #: 21-0329, **Version:** 1

AUTHORIZE A FAÇADE IMPROVEMENT FORGIVABLE LOAN FOR $109,316 TO PRICE RITE RESTAURANT EQUIPMENT FOR PROPERTY LOCATED AT 706 EAST WEBER AVENUE

RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1. Authorizing a Façade Improvement Forgivable Loan to Price Rite Restaurant Equipment for property located at 706 East Weber Avenue in the amount of $109,316.

2. Authorizing the City Manager, or designee, to take all actions necessary and appropriate to carry out the purpose and intent of the resolution.

Summary

The owner of 706 East Weber Avenue, Four Ten Enterprises, Inc. DBA Price Rite Restaurant Equipment, has applied for a Commercial Façade Improvement Forgivable Loan to make exterior improvements to the property (Attachment A - Vicinity Map, Attachment B - Property Photos, Attachment C - Rendering of Proposed Improvements). The total cost of the project is $298,000. The financial assistance requested from the City of Stockton is $109,316, allocated from the federally funded Community Development Block Grant (CDBG) program. The property owner will contribute $188,684 toward the project, meeting the matching funds requirement within the Commercial Façade Improvement Forgivable Loan Program (Façade Improvement Program) guidelines. The proposed project will enhance the appearance of the building and have a positive impact on the surrounding properties.

DISCUSSION

Background

In 1988, City Council adopted the CDBG Commercial Loan Program. The program included the Façade Improvement Program to improve the downtown area. At that time, the Façade Improvement Program was limited to the Central Stockton Redevelopment Area and was limited to $10,000 as a one-time loan per commercial property.

In 1999, City Council authorized revisions to the Commercial Loan Program, which included changes that allowed larger properties to receive additional financial assistance from the Façade Improvement Program. For every 50 linear feet of building frontage, a property is eligible for a $10,000 base loan. A property owner may qualify for an additional loan if they contribute at least $5,000 (for a maximum of $10,000) in matching funds for each additional loan obtained.

The total project cost is $298,000, and of this amount, $40,000 is in the form of four (4) $10,000 base loans from the City with an additional $40,000 in matching funds for the project. Pursuant to section 5.1 of the program guidelines, “The Economic Development Director, or designee, shall have discretionary authority to reduce or increase funding for a project based upon specific criteria such as remaining funds, impact on surrounding neighborhoods, and financial need.” Due to the current construction supply chain causing high bids, the property owner requested additional financial assistance. Based on funds available in the current fiscal year and the project area’s impact on enhancing the property’s façade, an additional $29,316 has been approved by City staff to recommend funding to complete this project.

The property owner is responsible for the remaining $188,684 of this project. Of this amount, $40,000 is their matching funds obligation under the program guidelines, and the additional $148,684 is the remaining project costs. The following table demonstrates the breakdown of funding for this project:

	CITY	**PROPERTY OWNER**	**TOTAL**
Base Loan #1	$10,000	--	$10,000
Matching Funds	$10,000	$10,000	$20,000
Base Loan #2	$10,000	--	$10,000
Matching Funds	$10,000	$10,000	$20,000
Base Loan #3	$10,000	--	$10,000
Matching Funds	$10,000	$10,000	$20,000
Base Loan #4	$10,000	--	$10,000
Matching Funds	$10,000	$10,000	$20,000
Additional Funds	$29,316	$148,684	$178,000
TOTAL	**$109,316**	**$188,684**	**$298,000**

Present Situation

Price Rite Restaurant Equipment purchased the commercial property at 706 East Weber Avenue in 2011. Price Rite Restaurant Equipment has requested financial assistance of $109,316 for façade improvements to the property. The subject property is within a Low/Moderate Income Area and is eligible for the Façade Improvement Program. As noted above, the Façade Improvement Program eligibility is based on location, matching funds, and a commitment to maintaining the exterior of the building, keeping it free of graffiti and other blighting influences. Beyond these essential eligibility criteria, façade loans are considered at the request and initiative of the applicants and available funding per fiscal year.

This façade improvement project involves exterior renovations consistent with the City’s Design Review Guidelines. As part of the façade improvement project, the proposed improvements include exterior paint, installing brick veneer, and repairing and painting the existing awning.

The total project cost is $298,000. Under the Façade Improvement Program described above, this project is eligible for $80,000 in façade loan funds and approved for an additional $29,316 totaling $109,316. Funds are in the form of a forgivable loan and financed per program guidelines over a six (6) year term at 10% simple interest. The property owner is responsible for the remaining $188,684 for the project.

Under this program and per the Façade Improvement Program guidelines, the principal and interest payments are forgiven annually if the property owner maintains the exterior of the building, keeping it free of graffiti and other blighting influences.

The anticipated project will improve the appearance of the building and have a positive impact on the surrounding properties. This project encourages and complements the investment of private sector funds.

ENVIRONMENTAL CLEARANCE

This project is exempt from the National Environmental Protection Act (NEPA) requirements. It has been determined to be categorically excluded under Title 24 of the Code of Federal Regulations - Housing and Urban Development, Section 58.35 (a)(iii). City staff determined that the proposed improvements will not have an adverse effect on historic properties. The California State Historic Preservation Office has concurred with this determination under 36 Code of Federal Regulations, Part 800 (§106).

FINANCIAL SUMMARY

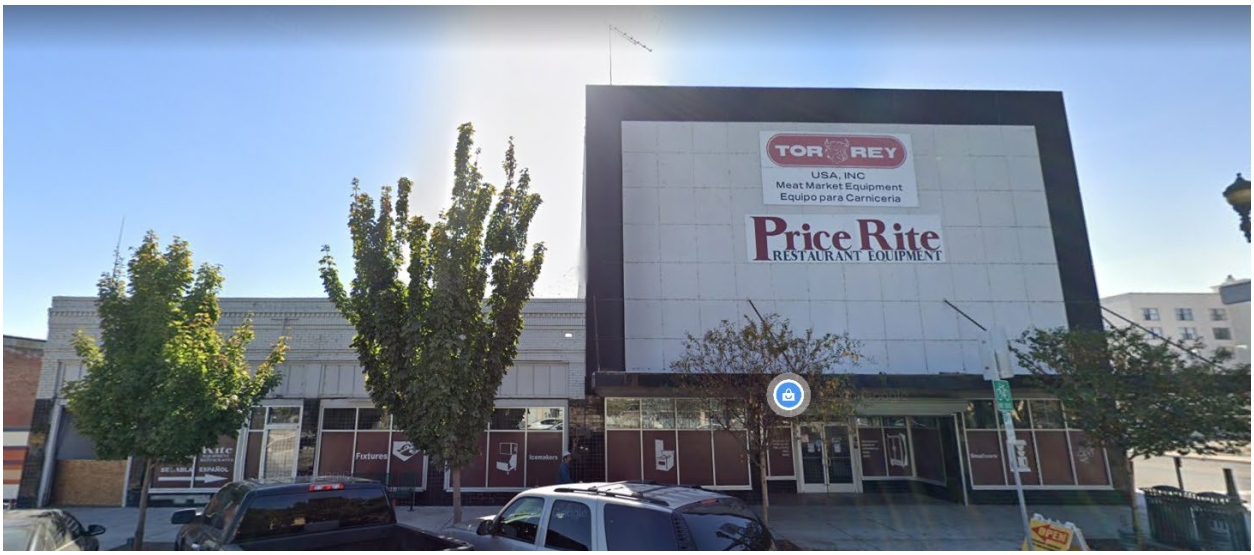
This action will have no impact on the General Fund or to any other unrestricted funds as the program is supported through Federal Housing and Urban Development Department funding. Sufficient funds are available in the Community Development Block Grant (CDBG) Fund, Business Development Division, Façade Program account for the $109,316 forgivable loan.

Attachment A - Vicinity Map
Attachment B - Property Photos
Attachment C - Rendering of Proposed Improvements

VICINITY MAP

706 East Weber Avenue

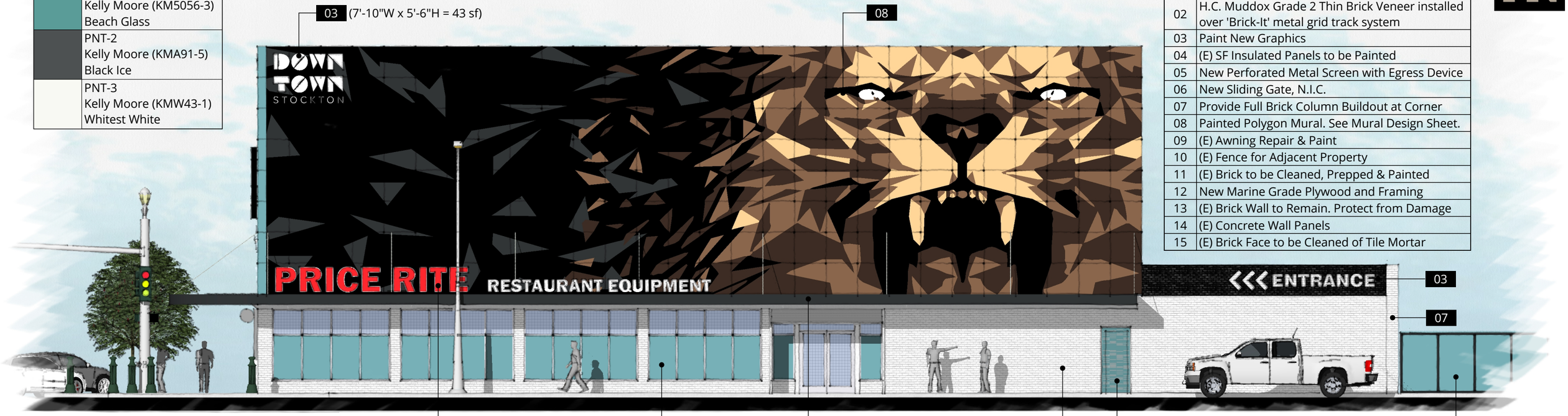
PROPERTY PHOTOS



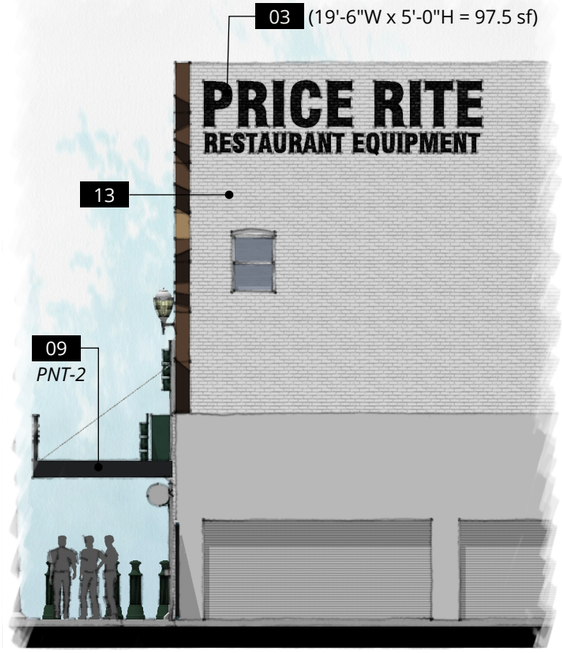
RENDERING OF PROPOSED IMPROVEMENTS

	PAINT LEGEND
	PNT-1 Kelly Moore (KM5056-3) Beach Glass
	PNT-2 Kelly Moore (KMA91-5) Black Ice
	PNT-3 Kelly Moore (KMW43-1) Whitest White

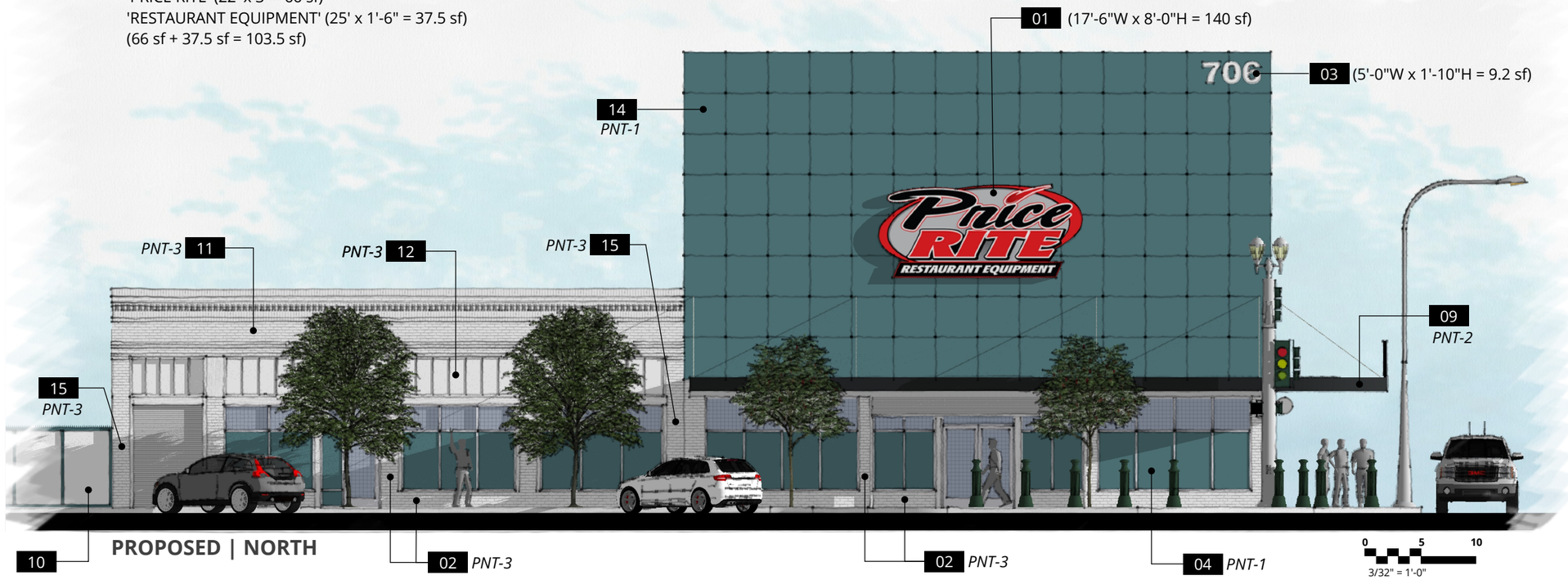
00	KEYNOTE LEGEND
01	Install illuminated signage
02	H.C. Muddox Grade 2 Thin Brick Veneer installed over 'Brick-It' metal grid track system
03	Paint New Graphics
04	(E) SF Insulated Panels to be Painted
05	New Perforated Metal Screen with Egress Device
06	New Sliding Gate, N.I.C.
07	Provide Full Brick Column Buildout at Corner
08	Painted Polygon Mural. See Mural Design Sheet.
09	(E) Awning Repair & Paint
10	(E) Fence for Adjacent Property
11	(E) Brick to be Cleaned, Prepped & Painted
12	New Marine Grade Plywood and Framing
13	(E) Brick Wall to Remain. Protect from Damage
14	(E) Concrete Wall Panels
15	(E) Brick Face to be Cleaned of Tile Mortar



PROPOSED | WEST



PROPOSED | PARTIAL SOUTH

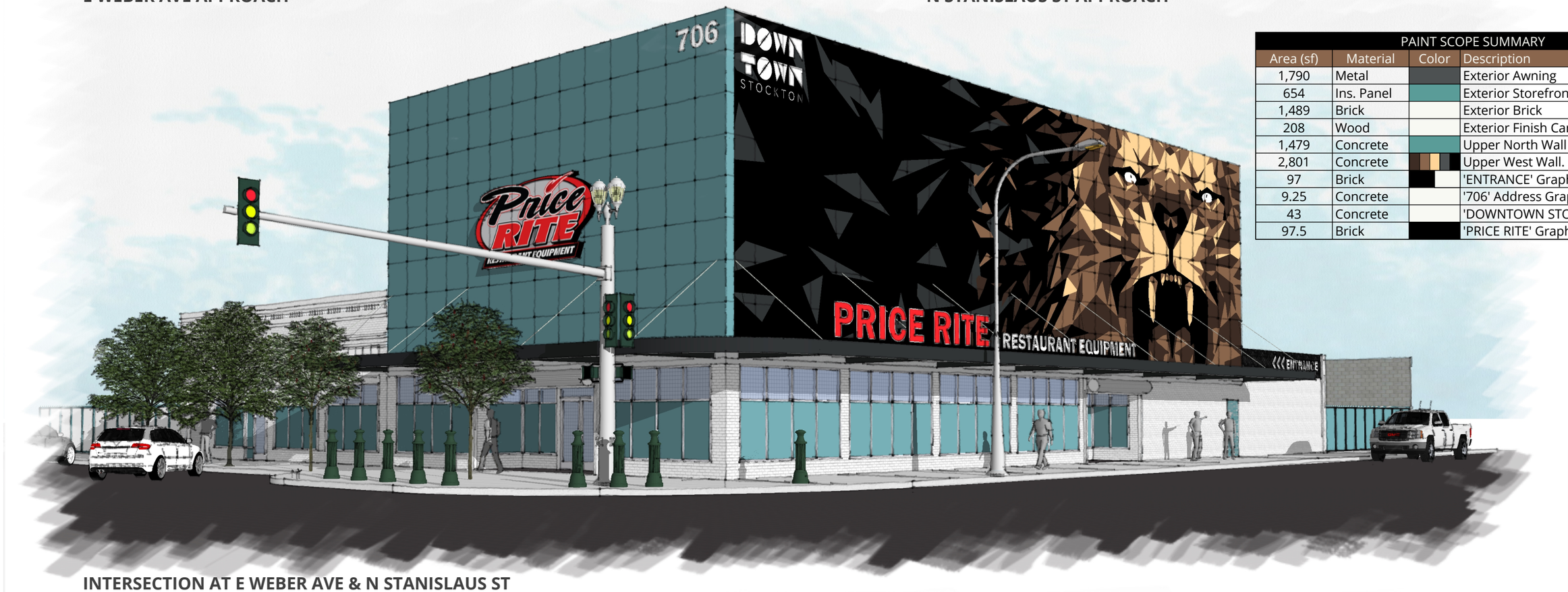


PROPOSED | NORTH

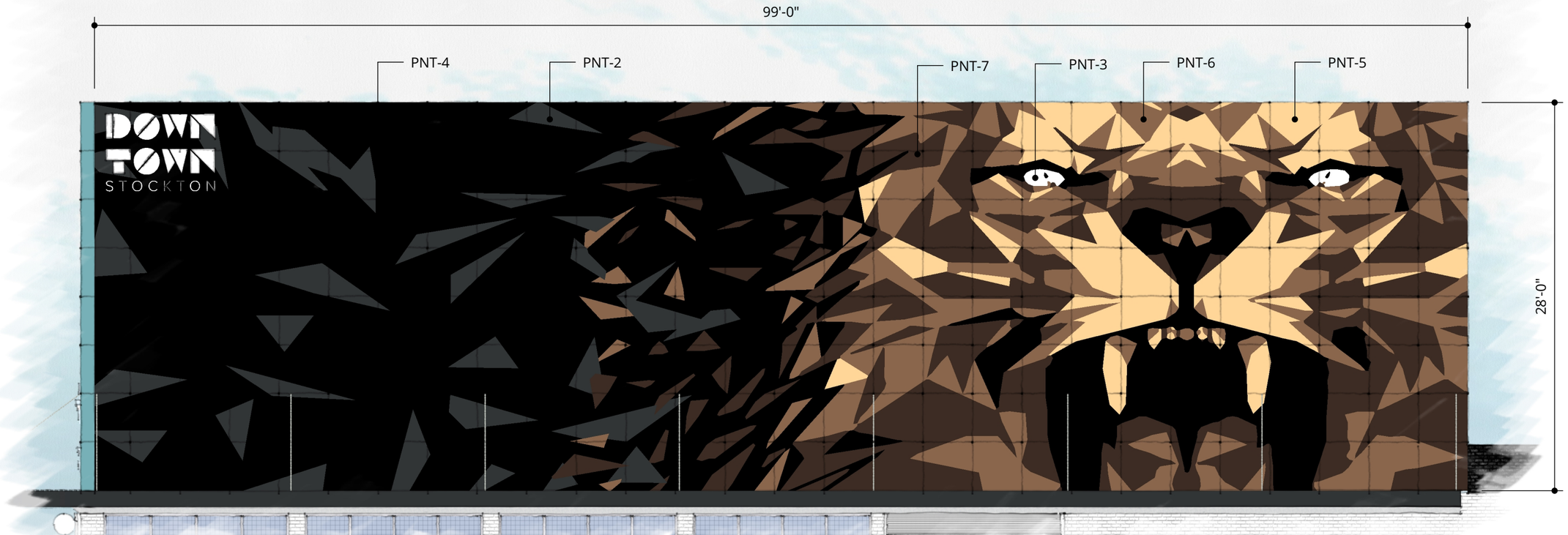
E WEBER AVE APPROACH

N STANISLAUS ST APPROACH

PAINT SCOPE SUMMARY			
Area (sf)	Material	Color	Description
1,790	Metal		Exterior Awning
654	Ins. Panel		Exterior Storefront Insulated Panels
1,489	Brick		Exterior Brick
208	Wood		Exterior Finish Carpentry
1,479	Concrete		Upper North Wall
2,801	Concrete		Upper West Wall. See Mural Design
97	Brick		'ENTRANCE' Graphic + Arrows
9.25	Concrete		'706' Address Graphic
43	Concrete		'DOWNTOWN STOCKTON' Graphic
97.5	Brick		'PRICE RITE' Graphic at South Wall



INTERSECTION AT E WEBER AVE & N STANISLAUS ST



MURAL PAINT LEGEND
PNT-2 Kelly Moore (KMA91-5) Black Ice
PNT-3 Kelly Moore (KMW43-1) Whitest White
PNT-4 Kelly Moore (407) Carbon
PNT-5 Kelly Moore (42) Wise Owl
PNT-6 Kelly Moore (232) Toscana
PNT-7 Kelly Moore (KM4560-5) Mexican Chocolate

MURAL DESIGN CONCEPT

2020 HAS BEEN A HISTORICAL YEAR OF TRAGEDY AND DESPAIR. MANY INDIVIDUALS AND BUSINESSES HAVE SUFFERED AND STILL ARE SUFFERING AS WE STRIVE TO RISE ABOVE THESE CHALLENGING TIMES. AS PROUD STOCKTON BUSINESS OWNERS, THE 'PRICE RITE RESTAURANT EQUIPMENT' TEAM HAS ELECTED TO DEDICATE THE WEST FACADE OF THEIR BUILDING TO AN INSPIRATIONAL MURAL AS PART OF THEIR FACADE IMPROVEMENT PACKAGE. THE INTENT OF THE MURAL DESIGN IS TO EVOKE EMOTION AND INTEREST AMONG PASSERSBY AND SERVE AS A SYMBOLIC BEACON FOR DOWNTOWN STOCKTON. WE DEVELOPED THIS BOLD LION DESIGN AROUND THE IDEA OF INSTILLING A SENSE OF **COURAGE**, **STRENGTH**, AND **PRIDE** BACK INTO THE LOCAL COMMUNITY. WE BELIEVE THE CITY OF STOCKTON HAS THE COURAGE TO LEARN AND GROW; THE FEROCITY AND STRENGTH TO PERSEVERE; AND THE COMMUNITY PRIDE TO MAINTAIN A PATH OF SUCCESS.

THE PAINT APPLICATION OF THE DESIGN HAS BEEN DISTILLED DOWN TO THREE (3) PRIMARY COLORS. THE GOAL BEHIND THIS DESIGN APPROACH WAS TO MINIMIZE COMPLEXITY AND AFFORD OPPORTUNITIES TO MULTIPLE PAINTING VENDORS. THE EXISTING ~2,800 sf CONCRETE PANEL CLAD WALL SYSTEM WILL REQUIRE STEAM CLEANING PRIOR TO RECEIVING ITS NEW MATTE EXTERIOR PAINT MURAL FINISH. UPON REQUEST, THE ARCHITECT CAN PROVIDE THE VECTOR ARTWORK FILE FOR USE BY THE PAINTER OR ARTIST. BELOW IS A BREAKDOWN OF PAINT COVERAGE QUANTITIES FOR EACH OF THE MURAL COLORS:

PNT-2 (Grey): 193 sf
PNT-3 (White): 5 sf
PNT-4 (Black): 1,436 sf
PNT-5 (Tan): 212 sf
PNT-6 (Brown): 410 sf
PNT-7 (Dark Brown): 545 sf

TOTAL: 2,801 sf

0 5 10
1/8" = 1'-0"

Resolution No.

STOCKTON CITY COUNCIL

AUTHORIZE A FAÇADE IMPROVEMENT FORGIVABLE LOAN FOR $109,316 TO PRICE RITE RESTAURANT EQUIPMENT FOR PROPERTY LOCATED AT 706 EAST WEBER AVENUE, APN 149-180-23

In 1988, the City Council adopted the Community Development Block Grant Commercial Loan Program which helped provide funds to improve the downtown area and to provide a local incentive for the Enterprise Zone application process; and

In 1999, the City Council authorized revisions to the Commercial Loan Program, which included changes to the Façade Improvement Program and allowed larger properties to receive additional financial assistance to improve commercial façades; and

On December 16, 2003, the City Council approved revisions to the Façade Improvement Forgivable Loan Program authorizing additional areas outside of Downtown Stockton in need of financial assistance; and

In July 2007, the Commercial Façade Improvement Forgivable Loan Program was further revised by the City Council to expand the program boundary beyond the downtown core and increase funding available to commercial property owners; and

Four Ten Enterprises, Inc. DBA Price Rite Restaurant Equipment has applied for a Commercial Façade Improvement Forgivable Loan and is eligible for $80,000, and approved for an additional $29,316 pursuant to section 5.1 of the program guidelines, for a total of $109,316 for façade improvements to the commercial property located at 706 East Weber Avenue; and

It is anticipated that this project will improve the appearance of the building and have a positive impact on surrounding properties and neighborhood; and

The project encourages and complements the investment of private sector funds in the West End (Downtown Stockton) Redevelopment Area; now, therefore,

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

1. The City Manager is hereby authorized and directed to execute a Façade Improvement Forgivable Loan Agreement between the City of Stockton and Four Ten Enterprises, Inc. DBA Price Rite Restaurant Equipment in the amount of $109,316, for the commercial property located at 706 East Weber Avenue, Stockton, California, to be evidenced by a Promissory Note and secured by a Deed of Trust on said property.

2. This project is exempt from the National Environmental Protection Act (NEPA) requirements. It has been determined to be categorically excluded under Title 24 of the Code of Federal Regulations – Housing and Urban Development, section 58.35 (a)(iii). City staff determined that the proposed improvements will not have an adverse effect on historic properties. The California State Historic Preservation Office has occurred with this determination under 36 Code of Federal Regulations, Part 800 (§106).

3. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 14, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

File #: 22-0449, **Version:** 1

ADOPT A RESOLUTION TO APPROVE AN AMENDMENT TO THE 2020-2024 CONSOLIDATED PLAN, AND AN AMENDMENT TO THE 2021-2022 ANNUAL ACTION PLAN, AND ACCEPT AND APPROPRIATE THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME-ARPA) AMERICAN RECOVERY SUPPLEMENTAL ACT FUNDING FOR ACTIVITIES TO MITIGATE AND CONTAIN THE SPREAD OF COVID-19

RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Amend the 2020-2024 Consolidated Plan, 2021-2022 Annual Action Plan,

2. Approve and accept the HOME-ARPA funding allocation of $6,380,677,

3. Approve and authorize the execution of the HOME-ARPA Standard Agreement, and any associated documents, with the Department of Housing and Urban Development (HUD) to accept grant funding; and,

4. Authorize the City Manager, or designee, to appropriate grant funds and to take necessary actions to carry out the purpose and intent of this resolution.

Summary

In response to the pandemic outbreak of the coronavirus disease COVID-19 the US Department of Housing and Urban Development (HUD) announced the allocation of nearly $5 billion in American Rescue Plan Act funds to assist households that are homeless, at risk of homelessness, and other vulnerable populations, such as individuals fleeing domestic violence, sexual assault stalking or human trafficking, by providing housing, rental assistance, supportive services, and non-congregate shelter.

The supplemental $5 billion is allocated through the HOME Investment Partnership Program to States, Counties, and local jurisdictions. The City of Stockton is an entitlement jurisdiction that receives an annual allocation of HOME, CDBG, and ESG funding and has received notification that the City has been allocated $6,380,677 of HOME-ARPA funds.

On April 5, a public hearing was held for community input on the HOME-ARPA activities and City Council gave authorization to accept, appropriate, and execute the HOME-ARPA supplemental funding Agreement and the authority to allocate the funding to eligible affordable housing projects (Attachment A - Resolution No. 2022-04-05-1602). The prior public comment period did not meet the 15-day requirement. To remain in compliance with HUD regulations, the public comment period has been republished to the required 15-day public comment period. The republished public comment

period began May 31, 2022, and ended June 14, 2022. Because of the new public comment period, Council must reapprove the recommended actions.

HOME-ARPA eligible activities include:

- Production or Preservation of Affordable Housing
- Tenant-Based Rental Assistance (TBRA)
- Supportive Services, Homeless Prevention Services, and Housing Counseling
- Purchase and Development of Non-Congregate Shelter

Staff recommends that the Council approve a resolution authorizing the acceptance, appropriation, and execution of the HOME-ARPA supplemental funding Agreement and authority to allocate the funding to eligible affordable housing projects.

DISCUSSION

Background

On January 31, 2020, COVID-19 was declared a Public Health emergency by the United States; and on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency to begin the process of making resources available to the state to combat COVID-19.

In response to the continued pandemic outbreak of the coronavirus disease COVID-19 HUD announced the allocation of nearly $5 billion in American Rescue Plan Act funds to help communities across the country create affordable housing and services for people experiencing or at risk of experiencing homelessness, individuals fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

The City of Stockton was allocated a combined $6,380,677 of supplemental HOME American Rescue Plan Act funding to assist individuals or households that are homeless or at risk of homelessness, and other vulnerable populations in need of housing, rental assistance, supportive services, and non-congregate shelter.

Present Situation

The City is committed to increasing the availability of affordable housing for its most vulnerable low-income residents. Upon Council approval, and in accordance with the HOME-ARPA guidelines, the City agrees that HOME-ARPA grant funds of $6,380,677 will support the following eligible activities:

- Production or Preservation of Affordable Housing focused on homeless housing activities, not limited to acquisition, rehabilitation, and new construction.
- Tenant-Based Rental Assistance (TBRA)
- Supportive Services, Homeless Prevention Services, and Housing Counseling
- Purchase and Development of Non-Congregate Shelter
- Funded activities are supported by the Homeless Needs Assessment as outlined in the 2020-20224 Consolidated Plan and attached as part of this exhibit.

Staff recommends that the Council re-approve the resolution authorizing the acceptance, appropriation, and execution of the HOME-ARPA supplemental funding Agreement.

Revised Public Comment Period

Amendments to the 2020-2024 Consolidated Plan and 2021-2022 Annual Action Plan are being re-presented before the City Council to allow for a repeat of the public comment period required by HUD. The prior public comment period, in line with other HUD COVID-related funds, was five days and began on March 7, 2022, and ended on March 12, 2022. This five-day public comment period was not in compliance with the HUD regulations for the HOME-ARPA funding program. Per HUD guidance the public comment period must be 15-days. The republished and increased public comment period began May 31, 2022 and ended June 14, 2022. Due to the public comment period extension, the City Council must reapprove the recommended actions.

FINANCIAL SUMMARY

There is no financial impact on the City's General Fund or any other unrestricted fund because of the recommended action. The grant does not require any matching funds from the City, and 15% of the grant can be allocated for administrative and planning costs. HOME-ARPA funds will be appropriated in the Special Grants Fund, Housing Division, and EDD Administration Program.

Attachment A - Resolution No. 2022-04-05-1602

Resolution No. 2022-04-05-1602

STOCKTON CITY COUNCIL

ADOPT A RESOLUTION TO APPROVE AN AMENDMENT TO THE 2020-2024 CONSOLIDATED PLAN, AND AN AMENDMENT TO THE 2021-2022 ANNUAL ACTION PLAN, AND ACCEPT AND APPROPRIATE THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) AMERICAN RECOVERY SUPPLEMENTAL ACT FUNDING FOR ACTIVITIES TO MITIGATE AND CONTAIN THE SPREAD OF COVID-19

On January 31, 2020, COVID-19 was declared a Public Health emergency by the United States; and on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency to begin the process of making resources available to the state to combat COVID-19, and

In response to the continued pandemic outbreak of the coronavirus disease COVID-19 HUD announced the allocation of nearly $5 billion in American Rescue Plan Act funds to help communities across the country create affordable housing and services for people experiencing or at risk of experiencing homelessness, individuals fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, and

The City of Stockton was allocated a combined $6,380,677 of supplemental HOME American Rescue Plan Act funding to assist individuals or households that are homeless or at risk of homelessness, and other vulnerable populations in need of housing, rental assistance, supportive services, and non-congregate shelter, and

The supplemental $5 billion is allocated through the HOME Investment Partnership Program to States, Counties, and local jurisdictions. The City of Stockton is an entitlement jurisdiction that receives an annual allocation of HOME, CDBG, and ESG funding and has received notification that the City has been allocated $6,380,677 of HOME-ARPA funds, and

In accordance with the HOME-ARPA guidelines, the City agrees that HOME-ARPA grant funds of $6,380,677 will support the following eligible activities:

- Production or Preservation of Affordable Housing
- Tenant-Based Rental Assistance (TBRA)
- Supportive Services, Homeless Prevention Services, and Housing Counseling Purchase and Development of Non-Congregate Shelter; now, therefore,

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

1. Amend the 2020-2024 Consolidated Plan, 2021-2022 Annual Action Plan (Exhibit 1).

2. Approve and accept the HOME-ARPA funding allocation of $6,380,677.

3. Approve and authorize the execution of the HOME-ARP Standard Agreement, and any associated documents, with the Department of Housing and Urban Development (HUD) to accept grant funding.

4. The City Manager, or designee, is authorized to appropriate grant funds.

5. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED April 5, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

CITY OF STOCKTON

SUBSTANTIAL AMENDMENT TO THE CITY OF STOCKTON 2020-2024 CONSOLIDATED PLAN AND FISCAL YEAR 2021 ANNUAL ACTION PLAN TO INCLUDE HOME-ARPA FUNDINGSP – 05 EXECUTIVE SUMMARY 91.200 (c), 91.220 (b), 91.300 (c), 91.320 (b)

On April 8, 2021, in response to the pandemic outbreak of the coronavirus disease COVID-19 the US Department of Housing and Urban Development (HUD) announced the allocation of nearly $5 billion in American Rescue Plan Act funds to help communities across the country create affordable housing and services for people experiencing or at risk of experiencing homelessness, individuals fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

In 2021, the City of Stockton submitted the 2021 – 2024 Consolidated Plan and the FY 2021 Annual Action to the Department of Housing and Urban Development (HUD).

To prevent and contain the spread of COVID-19 and its financial and health impacts HUD has waived certain CDBG and ESG program requirements. The CDBG 15 percent public service cap has been eliminated, the public comment period has been reduced from 30 days to five days (5) and allows for the ability to conduct virtual meetings in lieu of in-person public hearings in order to comply with national and local social distancing requirements.

SUBSTANTIAL AMENDMENT TO FY 2020-2024 CONSOLIDATED PLAN:

Amendments to the approved Consolidated Plan and the Annual Action Plan shall be required whenever the City seeks to:

1) Make a change in its allocation priorities or a change in the method of distribution of funds.
2) Carry out an activity, using funds from any program covered by the Consolidated Plan (including program income), not previously described in the Annual Action Plan; or
3) Change the purpose, scope, location, or beneficiaries of an activity.

Amendments are categorized as “substantial” or “non-substantial”. An amendment is considered “substantial” if it exceeds five percent (5%) of the City’s annual entitlement.

- SP-35 Anticipated Resources 91.215(a)(4), 91.220(c)(1,2). $6,380,677 in HOME-ARP funds is identified as additional financial resources.

CITIZEN PARTICIPATION PLAN PROCESS:

Due to COVID-19, HUD has issued guidance that reduces the public comment period from 30 days to five days (5) and that reasonable notice and the opportunity for community comment are provided. HUD also allows for the ability to conduct virtual meetings in lieu of in-person public hearings to comply with national and local social distancing requirements. A five-day public comment period begins on March 7, 2022, with the posting of the public notice in the Record, on the City of Stockton website, and through email distribution to program distribution list inviting comments through March 12, 2022.

CITY OF STOCKTON
SUBSTANTIAL AMENDMENT TO FY 2021-2022 ACTION PLAN

AP 15 Expected Resources:
Annual Action Plan is substantially amended to allocate HOME-ARPA funds to the following eligible activities to prevent and respond to the spread of COVID-19.

Program	Proposed Activity	Ending Date	Existing Budget	New Budget
HOME-ARPA	Homeless Services and Housing Activities	9/30/2030	One-time award	$5,742,610
HOME-ARPA	Program Administrative	9/30/2030	One-time Award	$638,067
Total HOME-ARPA Funding				**$6,380,677**

FY 2021-2022 Annual Action Plan

AP-35 Projects expected resources $6,380,677 HOME-ARPA Funding.

- Funding will be focused on homeless housing activities, not limited to acquisition, rehabilitation, new construction, and rental assistance.

- Eligible local nonprofits are eligible to apply for HOME-ARPA funds.

Resolution No.

STOCKTON CITY COUNCIL

ADOPT A RESOLUTION TO APPROVE AN AMENDMENT TO THE 2020-2024 CONSOLIDATED PLAN, AND AN AMENDMENT TO THE 2021-2022 ANNUAL ACTION PLAN, AND ACCEPT AND APPROPRIATE THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) AMERICAN RECOVERY SUPPLEMENTAL ACT FUNDING FOR ACTIVITIES TO MITIGATE AND CONTAIN THE SPREAD OF COVID-19

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In response to the continued pandemic outbreak of the coronavirus disease COVID-19 HUD announced the allocation of nearly $5 billion in American Rescue Plan Act funds to help communities across the country create affordable housing and services for people experiencing or at risk of experiencing homelessness, individuals fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, and

The City of Stockton was allocated $6,380,677 of supplemental HOME American Rescue Plan Act funding to assist individuals or households that are homeless or at risk of homelessness, and other vulnerable populations in need of housing, rental assistance, supportive services, and non-congregate shelter, and

The supplemental $5 billion is allocated through the HOME Investment Partnership Program to States, Counties, and local jurisdictions. The City of Stockton is an entitlement jurisdiction that receives an annual allocation of HOME, CDBG, and ESG funding and has received notification that the City has been allocated $6,380,677 of HOME-ARPA funds, and

In accordance with the HOME-ARPA guidelines, the City agrees that HOME-ARPA grant funds of $6,380,677 will support the following eligible activities:

- Production or Preservation of Affordable Housing focused on homeless housing activities, not limited to acquisition, rehabilitation, and new construction
- Tenant-Based Rental Assistance (TBRA)
- Supportive Services, Homeless Prevention Services, and Housing Counseling
- Purchase and Development of Non-Congregate Shelter

- Funded activities are supported by the Homeless Needs Assessment as outlined in the 2020-20224 Consolidated Plan and attached as part of this exhibit; now, therefore,

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

1. Amend the 2020-2024 Consolidated Plan, and the 2021-2022 Annual Action Plan (Exhibit 1).

2. Approve and accept the HOME-ARPA funding allocation of $6,380,677.

3. Approve and authorize the execution of the HOME-ARP Standard Agreement, and any associated documents, with the Department of Housing and Urban Development (HUD) to accept grant funding.

4. The City Manager, or designee, is authorized to appropriate grant funds.

5. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 14, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

CITY OF STOCKTON

SUBSTANTIAL AMENDMENT TO THE CITY OF STOCKTON 2020-2024 CONSOLIDATED PLAN AND FISCAL YEAR 2021 ANNUAL ACTION PLAN TO INCLUDE HOME-ARPA FUNDING SP – 05 EXECUTIVE SUMMARY 91.200 (c), 91.220 (b), 91.300 (c), 91.320 (b)

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In 2021, the City of Stockton submitted the 2020 – 2024 Consolidated Plan and the FY 2021 Annual Action to the Department of Housing and Urban Development (HUD).

To prevent and contain the spread of COVID-19 and its financial and health impacts HUD has waived certain CDBG and ESG program requirements. The CDBG 15 percent public service cap has been eliminated, the public comment period has been reduced from 30 days to five days (5), and allows for the ability to conduct virtual meetings in lieu of in-person public hearings in order to comply with national and local social distancing requirements.

SUBSTANTIAL AMENDMENT TO FY 2020-2024 CONSOLIDATED PLAN:

Amendments to the approved Consolidated Plan and the Annual Action Plan shall be required whenever the City seeks to:

1) Make a change in its allocation priorities or a change in the method of distribution of funds.
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Amendments are categorized as “substantial” or “non-substantial”. An amendment is considered “substantial” if it exceeds five percent (5%) of the City’s annual entitlement.

- SP-35 Anticipated Resources 91.215(a)(4), 91.220(c)(1,2). $6,380,677 in HOME-ARP funds is identified as additional financial resources.

CITIZEN PARTICIPATION PLAN PROCESS:

HOME -ARPA guidelines require a 15-day public notice period to ensure that reasonable notice and the opportunity for community comment are provided. HUD also allows for the ability to conduct virtual meetings in lieu of in-person public hearings to comply with national and local social distancing requirements. The 15-day public comment period began on May 31, 2022, with the posting of the public notice in the Record, on the City of Stockton website, and through email, distribution to the program distribution list inviting comments through June 14, 2022.

CITY OF STOCKTON
SUBSTANTIAL AMENDMENT TO FY 2021-2022 ACTION PLAN

AP 15 Expected Resources:
Annual Action Plan is substantially amended to allocate HOME-ARPA funds to the following eligible activities to prevent and respond to the spread of COVID-19.

Program	Proposed Activity	Ending Date	Existing Budget	New Budget
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Total HOME-ARPA Funding				**$6,380,677**

FY 2021-2022 Annual Action Plan

AP-35 Projects expected resources $6,380,677 HOME-ARPA Funding.

- Funding will be focused on homeless housing activities, not limited to acquisition, rehabilitation, new construction, and rental assistance.

- Eligible local nonprofits are eligible to apply for HOME-ARPA funds.

- Funded activities are supported by the Homeless Needs Assessment as outlined in the 2020-2024 Consolidated Plan and attached as part of this exhibit.

CITY OF STOCKTON

2020-2024
HOMELESS NEEDS ASSESSMENT

Economic Development Department Housing Division
400 East Main Street, 4th Fl.
Stockton, CA 95202
(209) 937-8539
www.stocktonca.gov/housing

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The following section describes the nature and extent of unsheltered and sheltered homelessness in the City of Stockton. The data presented in this section were collected from the Central Valley Low Income Housing Corporation (CLIHC), which acts as the Homeless Information Management System (HMIS) manager for the San Joaquin County/Stockton Continuum of Care (CoC). The San Joaquin CoC represents a network of local government agencies, as well as non-profit and private organizations, that provide services and assistance to homeless individuals and families. The goal of the CoC is to coordinate local efforts to identify and address the needs of the homeless population, provide coordinated outreach services, and to identify gaps and shortfalls where additional resources and coordination may be necessary. Though the CoC effort is led by the San Joaquin County Community Development Department, it incorporates the resources and efforts of a wide variety of jurisdictions, organizations and agencies. These include CVLIHC, the Housing Authority of San Joaquin County (HACSJ), Gospel Center Rescue Mission, Ready to Work, Community Medical Centers, Health Plan of San Joaquin, and representative from other cities throughout the county including the City of Stockton among other important organizations and agencies.

The tables provided below identify the estimated number of unsheltered and sheltered homeless individuals and families in the City of Stockton. The tables present data collected through the 2019 PITC and 2018 annual shelter count. It should be noted that preliminary results indicate an increase in the total number of unsheltered homeless included in the 2019 PITC, compared to the 2017 count. The increase may be attributed to improvements in the survey method and increased outreach, though actual increases in the size of the unsheltered homeless population are also likely. The data on the number of sheltered homeless residing in emergency and transitional housing facilities are those reported in the HMIS system for facilities located within the City of Stockton.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	398	0	6,250	3,520	5,980	0
Persons in Households with Only Children	3	0	75	60	70	14
Persons in Households with Only Adults	426	921	2,000	900	1,600	0
Chronically Homeless Individuals	83	183	600	250	0	0
Chronically Homeless Families	3	0	25	12	0	0
Veterans	63	39	250	120	0	0
Unaccompanied Child	19	23	760	600	0	35
Persons with HIV	14	0	25	10	0	0

Table 31 - Homeless Needs Assessment

Data Source Comments:

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

The 2019 PITC identified 2,629 unduplicated homeless individuals countywide, including 1,558 unsheltered homeless and 1,071 persons in emergency shelters and transitional housing facilities. The 2017 PITC identified a total of 1,552 unduplicated homeless individuals, including 567 unsheltered homeless and 985 persons in emergency shelters and transitional housing facilities. Overall, this represents a 73 percent increase in the number of homeless individuals countywide. Note, however, that the PITC may not represent a complete census of the homeless population. Due to methodological improvements, the 2019 count likely captured a larger proportion of the existing homeless population, which implies that the increase in the number of surveyed homeless individuals could be less pronounced that it would otherwise appear.

Additional information provided by the CVLIHC indicates that 2,325 unique individuals utilized emergency shelter facilities within the City of Stockton during the 2018 calendar year. The reported average length of stay for shelter residents who exited a facility during the 2018 calendar year was 42 days, while the median length of stay was seven days. The average length of stay for residents still residing in a shelter at the end of 2018 was 275 days, with a median stay of 76 days. For households with both adults and children, the average length of stay in an emergency shelter was 30 days, compared to 66 days for veterans and households with adults only.

There were also 290 persons who resided in transitional housing in Stockton in 2018. Note that there may be some duplication of persons that resided in emergency shelter facilities, but then moved into a transitional housing facility, during the same calendar year. The reported average length of stay for transitional housing residents who exited a facility during the 2018 calendar year was 178 days, while the median length of stay was 92 days. The average length of stay for residents still residing in transitional housing at the end of 2018 was 206 days, with a median stay of 148 days. The average length of stay in transitional shelter facilities for both family households (i.e., both adults and children), adults-only households, and veterans was 230 days.

Nature and Extent of Homelessness: (Optional)

See discussion below.

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

Household Type	Unsheltered (a)	Sheltered	
		Emergency**	Transitional**
Adults	799	435	118
Children	4	224	55
Unknown	119	0	0
Total	**922**	**659**	**173**
Chronically Homeless (Adults and Head of Households)	183	72	n.a.
Families with Children	*n.a.*	*92*	*18*
Mentally Ill	*170*	*103*	*19*
Substance Abuse	*280*	*125*	*44*
Elderly (60 years and over)	*42*	*72*	*7*
Unaccompanied Youth	*n.a.*	*13*	*5*
Veterans	*39*	*27*	*34*

Note:
(a) Data presented as a subset of the total reported unsheltered population (e.g. families with children, mental health problems, etc.) and only represents information for the 469 unsheltered individuals who were surveyed as part of the PITC. Another 453 unsheltered individuals were observed, but not surveyed for the information provided in this section of the table

Table 32 - Unsheltered and Sheltered Homeless by Population Type

Data Source: 2019 PIT, HMIS

Table 32 report the number of homeless persons in the City of Stockton during the 2019 PITC. There were a total of 922 unsheltered persons in Stockton on the night of the PITC, including 799 homeless adults and four children, as well as 119 persons whose age could not be identified. The PITC recorded 659 persons residing in emergency shelters, including 435 adults and 224 children. There were 173 persons residing in transitional housing facilities, including 118 adults and 16 children. While data was not collected regarding the number of unsheltered families with children there were a total of 92 sheltered families with young children residing in emergency shelters in Stockton, and 18 families with children in emergency shelter facilities. Additional data from the 2018 annual shelter count identified 209 families with children residing in emergency shelters and 23 residing in transitional housing throughout 2018.

The PITC also did not collect information regarding unsheltered unaccompanied minors, however, 13 unaccompanied minors were living in emergency shelters in Stockton, while five unaccompanied minors were living in transitional housing in Stockton.

The count identified a total of 280 unsheltered individuals with substance abuse issues, and 170 with mental health issues. Another 169 sheltered persons in the City of Stockton experienced substance abuse issues, while 122 experienced mental health issues.

The PITC identified a total of 39 unsheltered veterans and 42 individuals age 62 years or older living in the City of Stockton. There were 61 sheltered veterans living in Stockton as of the 2019 PITC, and 79 sheltered individuals age 62 years or older.

Note that the unsheltered figures provided in the bottom section of Table 32 (i.e., families with children, individuals with mental health issues, etc.) only includes information for the 469 individuals who were surveyed as part of the 2019 PIT, and does not include another 469 individuals whom surveyors observed, but did not interview and did not collect the detailed information on, similar to that provided at the bottom of Table 32. Nature and Extent of Homelessness

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Racial/Ethnic Group	Unsheltered	Sheltered	
		Emergency	Transitional
American Indian	11	7	0
Asian	25	18	4
African American	249	265	52
Pacific Islander	9	16	4
White	476	301	106
Multi-Racial	13	45	4
Unknown	139	7	3
Total, All Racial Groups	**922**	**659**	**173**
Non-Hispanic/Latino	488	449	133
Hispanic/Latino	245	202	34
Unknown	189	8	6
Total, All Ethnic Groups	**922**	**659**	**173**

Table 33 - Unsheltered and Sheltered Homeless by Race and Ethnicity

Data Source: 2019 PIT, HMIS

Table 33 identifies the number of sheltered and unsheltered homeless persons present within the City of Stockton by racial and ethnic group. Based on these data, around 52 percent of the unsheltered homeless identified in the 2019 PITC were White, with African American individuals making up the second largest sub-group at 27 percent of the total. Homeless persons living in emergency and transitional shelters had similar characteristics, with 51 percent of the population in emergency shelters

being White and 33 percent being African American. The population living in transitional shelters was 46 percent White, and 40 percent African American. In terms of ethnic heritage, an estimated 27 percent of unsheltered homeless were Hispanic, while 53 percent were non-Hispanic, while the ethnic heritage for another 20 percent could not be determined. Around 32 percent of the population residing in emergency shelters were Hispanic, while 66 percent were non-Hispanic. Ethnic heritage could not be determined for two percent of unsheltered individuals. Within transitional housing, 31 percent of the population was Hispanic, 68 percent was non-Hispanic, and ethnic heritage could not be determined for one percent of the population.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

As described previously, the data reported in Table 32 and Table 33 indicate that there were approximately 922 unsheltered homeless on a given night within the City of Stockton in 2019. The majority were adults, with only four children identified in the count. The count data indicate that there were 659 persons in emergency shelter, and 173 persons in transitional housing on the day of the survey. Roughly one-third of individuals residing in emergency shelters were children, including 92 families with children residing in emergency shelters. A little less than a third of transitional housing residents were children, with 18 families with children living in transitional housing.

Federal regulations provide special priority for four distinct sub-populations, including chronically homeless individuals and families, homeless veterans, and unaccompanied and transition age youth. The 2019 PITC identified 39 unsheltered veterans and 183 chronically homeless persons. The PITC did not report unsheltered unaccompanied youth within the City of Stockton. Additional data from the 2019 PITC indicate that there were 27 homeless veterans in emergency shelters in Stockton, and 34 veterans in transitional housing facilities. There were 183 unsheltered chronically homeless adults and head of households, and 72 chronically homeless adults and head of households in emergency shelters within the City of Stockton. There were 13 unaccompanied youth in emergency shelters and five unaccompanied youth in transitional housing.

Discussion:

Not applicable.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

The following section describes, to the extent practicable, the housing needs of persons who are not homeless, but require supportive housing. This is done through a brief analysis of the characteristics and housing needs of six special needs groups, including:

- Elderly (defined as 62 years of age and over)
- Frail elderly (defined as an elderly person who requires assistance with three or more activities or daily living, such as bathing, walking, and performing light housework)
- Persons with mental, physical, and/or developmental disabilities
- Persons with alcohol or other addictions
- Victims of domestic violence, dating violence, sexual assault, and stalking

These housing needs were identified through consultations with various organizations and service providers representing each of the special needs groups. The facilities and services available to meet the needs of these subpopulations are discussed in the Market Analysis (MA-35) section of this plan.

Describe the characteristics of special needs populations in your community:

Elderly and Frail Elderly

According to the 2011-2015 CHAS, 27,694 Stockton households contained at least one resident age 62 and over, accounting for 30.0 percent of total households. There were 9,329 households that contained at least one person age 75 and over, representing 10.1 percent of all Stockton households. The 2013-2017 ACS indicate that 43.2 percent of persons age 65 and over are disabled. Approximately 30.7 percent of disabled individuals age 65 and have ambulatory difficulty, while 23.0 percent have difficulty living independently, 13.5 percent have a cognitive disability, and 12.0 percent have difficulty with self-care. Roughly 15.0 percent have difficulty hearing, while eight percent have vision difficulty. A person may have more than one disability.

Persons with Disabilities

According to the 2013-2017 ACS, an average 13.7 percent of Stockton residents had a disability, regardless of age. The largest disabled subpopulation included those between the ages of 18 and 64, which accounted for 56.1 percent of all disabled persons. The second largest subgroup was those age 65 and over, which accounted for 35.9 percent of all disabled persons. Disabled children age five to 17 represented 7.6 percent of all disabled persons. Disabled children under five years of age represented 0.3 percent of all disabled persons. The most common disabilities included ambulatory difficulties, which affected approximately 60 percent of the disabled population. Cognitive and independent living difficulties impacted 43 percent and 40 percent of disabled individuals, respectively. The remaining disability categories, including hearing, vision, and self-care difficulties each impact around 20 percent of all disabled persons.

Persons with Alcohol/Drug Addiction

According to the 2017 U.S. Department of Health and Human Services conducts the National Survey on Drug Use and Health (NSDUH) approximately 11.2 percent of the national civilian, non-institutionalized population, age 12 years and over used illicit drugs during the prior month. Estimates for California indicate that approximately 13.1 percent of the statewide population used illicit drugs during the month prior to taking the survey. Nationally, around 52 percent of the population use alcohol, with 47 percent being binge drinkers. In California, approximately 50 percent of the population are alcohol users, with 24 percent being binge drinkers.
While no city-level data is available through the NSDUH, the 2019 PITC identified 280 unsheltered homeless individuals, 125 individuals in emergency shelter, and 44 individuals in transitional housing who acknowledged suffering from alcohol and/or drug addiction.

Victims of Domestic Violence

The available data on the prevalence of domestic violence, dating violence, sexual assault, and stalking are quite limited. As described earlier, the WCYFS assisted 3,000 victims of domestic violence and of sexual assault via their 24-hour help-lines in fiscal year 2017/2018. While not all victims of domestic violence or sexual assault require housing assistance, the WCYFS provided emergency shelter to 305 unique individuals at the DAWN House facility in fiscal year 2018/2019. The Women's Center Safe House facility housed 101 homeless and runaway youth in fiscal year 2017/2018. Between the Safe House and Opportunity House facility, the WCYFS housed 127 young adults and seven children, and provided services to 111 homeless youth at their Drop In Center in fiscal year 2017/18. The WCYFS also provides essential services for victims of human trafficking and operates the County's Human Trafficking Task Force. In fiscal year 2017/2018, the WCYFS assisted an average of three and a half victims per month and identifies 44 a risk or confirmed CSECs.

What are the housing and supportive service needs of these populations and how are these needs determined?

Elderly and Frail Elderly

The Stockton Housing Element Background Report identifies, and consultations confirm, that three main factors that contribute to the ability of elderly households to secure and maintain adequate housing, including transportation, income, and housing. Many elderly persons are unable to drive and depend on public transportation, transportation provided by others, or walking. The elderly often rely on fixed income sources, like Social Security or Supplemental Security Income (SSI). Recipients often have difficulty finding market-rate housing that fits their budget. Consultations indicate that the elderly are one of the fastest-growing populations accessing food assistance. Many elderly households consist of a single person living alone or a couple, and often desire smaller more affordable housing units that require less maintenance. Elderly homeowners not living in these lower cost, lower maintenance units

may require assistance with regular household and yard upkeep.

Persons with Disabilities

Disabled persons housing needs depend on the nature and severity of their disability. Physically disabled persons require modifications to their housing units, such as the installation of wheelchair ramps, elevators or lifts, accessible fixtures and appliances, handrails, etc. In those cases where a person's disability prevents them from operating a vehicle, proximity to services and access to quality public transportation is critical. When disability prevents an individual from working or limits income, housing costs are challenging. The elderly disabled, as well as those with employment and independent living difficulties, may rely on Supplemental Security Income (SSI), which is often insufficient to afford market rate housing. Persons with severe physical or mental disabilities may also require supportive housing, nursing facilities, or care facilities.

Persons with Alcohol/Drug Addiction

Organizations that provide supportive housing and services for addicts indicate that these persons require a significant amount of intervention, treatment, complementary services, and case management. Resident group quarters facilities typically provide the most appropriate settings for these activities. Gospel Center Rescue Mission's (GCRM) New Life Program (NLP) provides residential addiction treatment for men, women, and families, with a capacity for 100 beds. New Directions Alcohol and Drug Awareness program also provides group quarters residential alcohol and drug treatment, with a capacity of 30 inpatient beds and 45 patients via outpatient therapy. lack of available affordable housing is the most important housing related issues participants face, as many participants have difficultly securing adequate housing following completion of their program, in some cases resulting in their return to unsafe and/or unhealthy living environments.

Victims of Domestic Violence

According to WCYFS staff, there is no "typical client" as it pertains to the provision of services to persons experiencing domestic violence, sexual assault, and/or stalking. Victims can require a wide array of housing assistance and social services. Housing needs can range from simple emergency shelter and transitional housing, to the need for protective shelter. Social service needs can range from crisis counseling, group therapy, and educational programs to hospital response, accompaniment to law enforcement agencies and court proceedings, and legal assistance. Other important services for persons experiencing, or recovering from, domestic violence can include mental healthcare, childcare, employment counseling and training, and transportation, though housing remains the most prevalent need. Victims of domestic violence, and related issues, can have a wide variety of housing needs.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

Not applicable.

Discussion:

Regardless of special needs status, consultations with public and private service sector providers indicate that the most immediate issue facing those who are not homeless but require supportive housing is the ability to find landlords willing to accept HCVs. Data provided by the HACSJ indicate that of the 5,174 HCV's available countywide, only 78 percent were utilized as of October 2019, indicating that 1,150 HCV recipients are unable to secure housing despite having a HCV. This is due to a confluence of factors including the stigma associated with HVC recipients and the difficulty of finding a willing landlord who has a vacant unit that also meets quality standards and rent limits set by HUD. Stakeholders report that in many cases, landlords are discouraged from accepting HCVs because the per unit operating costs and restricted rental rates exceed the Fair Market Rents set by HUD, which would result in a net deficit to the landlord. As an incentive for landlords to accept HCVs, in 2018 the CVLIHC began offering one-time up-front cash payment of $1,500 for units rented below FMR, and $500 for units rented above FMR. Additionally, the CVLIHC hired a staff person whose sole job is to build relationships with landlords and encourage them to rent to HVC holders. While CVLIHC staff indicate the housing locator and cash incentives have expanded the pool of landlords willing to accept HCVs, demand for HCVs still dramatically exceeds supply. For more information regarding the potential revenue deficit landlords who accept HCVs face, see MA-15: Housing Market Analysis: Cost of Housing.

Additionally, stakeholders identified pro-active and sustained code enforcement for single-family housing, as well as market rate multi-family housing, and stronger renter protections as a serious housing need. For example, numerous stakeholders indicate that lower income residents who live in poorly maintained rental units are hesitant to file code enforcement complaints out of fear of retaliatory actions, such as eviction. Fred Shiel of STAND Affordable Housing indicates that this is especially true of the city's undocumented migrant population, who fear deportation in addition to eviction. However, one important caveat noted by stakeholders representing the city's elderly population is that code enforcement efforts must take into account the limited ability of many elderly residents, both physical and financial, to maintain their homes in accordance with adopted codes, and that punitive actions, such as fines, should not cause an undue burden.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The CDBG program regulations identify a broad range of eligible activities, including but not limited to acquisition and disposition of real property, construction of public facilities and improvements, and the provision of public services, among a wide variety of other categories of eligible activities. However, the regulations also identify certain ineligible activities, including buildings (or portions thereof) used for general government activities, general government expenses, political activities, purchases of equipment, and operating and maintenance expenses.

The last exclusion identified above pertaining to operating and maintenance expenses is particularly important in Stockton, which faces a significant deferred maintenance burden. According to the 2019-2024 Capital Improvement Program (CIP), the Facilities Conditions Assessment completed by the City in fiscal year 2017/2018 identified more than $700 million in deferred maintenance costs for City facilities, without accounting for maintenance and repair needs of City Hall. Nonetheless, the CIP identifies a variety of other capital improvement needs that are eligible for CDBG funding, including construction and reconstruction of various public facilities, including police and fire facilities, parks, golf courses, libraries, and other City buildings and infrastructure. The CIP includes public facility projects totaling $382 million over the current five-year planning period, which accounts for around 35 percent of the $1.1 billion long-term CIP.

This section of the Consolidated Plan does not specifically identify the portion of the CIP that is anticipated to be funded using CDBG dollars, as the City evaluates and priorities projects under the CIP on an annual basis based on the availability of funding from a wide variety of sources, including CDBG. Nonetheless, the first four years of the CIP are financially constrained, but does reflect some projects where funding has been identified. The fifth year of the CIP reflects the City's unfunded needs in addition to projects with identified funding. For example, the CIP budgets approximately $39.7 million, or roughly ten percent, of the CIP budget for public facility improvements in the first four years of the program, while the remaining $342 million, or 90 percent, of the CIP public facilities budget is planned for the fifth year. Projects budgeted for the first four years of the CIP, some of which have identified funding sources, tend to include maintenance and minor renovation projects, such as ADA compliance, repaving, HVAC repairs, roof replacement and construction, and recreation center renovations, only some of which are eligible for CDBG funding. More costly unfunded projects budgeted for the fifth year include a City facility assessment rehabilitation program, reconstruction of two fire stations, construction of a regional emergency services dispatch center, and construction of a new Police Department firing range, most of which would be eligible for CDBG funding.

How were these needs determined?

The jurisdiction's need for public facilities, as described above, was primarily identified through an evaluation of the City of Stockton CIP, as well as various Stockton General Plan elements. Additional needs were identified through consultations with a variety of affordable housing stakeholders, homeless service providers, the Mayor's Office (broadband needs), and other social service organizations in

Stockton. Additional information was added based on consultations conducted during the recent General Plan update process.

The CIP represents a five-year plan for the implementation of public projects necessary to maintain and improve the public works of the City and to implement the Stockton General Plan. This includes the development and maintenance of buildings, parks, golf courses, utilities, and the transportation system, among other components. To identify needs to be incorporated into the CIP, Public Works staff consulted with other City departments, as well as a variety of external agencies, including the Council of Governments and the Regional Transit District. A public participation process was also utilized to solicit input from the community at large. Based on this input, staff from Public Works and the Department of Municipal Utilities developed a list of proposed projects, which was then coupled with available revenue projections in order to identify potential funding sources including, but not limited to, the General Fund, Public Facilities Fees, Enterprise Funds, and various State and federal grants. Upon approval of the 2019-2024 CIP, the City estimated that implementation of the complete CIP would cost roughly $1.1 billion. Of that amount, funding sources have been identified for only $592.3 million.

Describe the jurisdiction's need for Public Improvements:

The City's 2019-2024 CIP identifies improvements to the transportation system necessary to improve traffic flow, safety, and personal mobility, many of which are eligible for CDBG funding. They are similarly intended to accommodate growth, foster economic development, promote diverse transit modes, reduce air pollution, and to preserve and expand the existing transportation network. Projects associated with the transportation component of the CIP are primarily focused on new bicycle and pedestrian paths, road diets, street resurfacing, neighborhood traffic calming initiatives, projects that enhance safe routes to school, bridge repairs and replacements, and curb and gutter repairs. The need for improved pedestrian facilities was seconded by residents of the Conway Homes affordable housing development in South Stockton. According to Pandora Crowder, President of Conway Homes Resident Council, the neighborhood around Conway Homes lacks sidewalks and sufficient pedestrian infrastructure to facilitate safe travel.

The Public Works Department has been successful in securing grant funding for transportation related projects. As a result, the CIP includes a significant list of transportation projects that have either already secured grant funding, or will be included in applications for grant funding in the near future. However, the CIP also indicates that an annual budget of approximately $10 million would be necessary to adequately resurface pavement in such a way as to simply maintain the roadway network in its existing condition. The potential cost could increase significantly if streets warrant reconstruction due to severe stress, among other factors, which may also make those improvements eligible for CDBG funding. Despite this, the existing CIP allocates only $2.5 million annual for roadway maintenance, with an additional $2.6 million in additional federal funds anticipated in the later three years of the plan.

Improvement and expansion of the existing water, wastewater, and storm water utilities are primarily funded through utility user fees, connection fees, and Public Facilities Fees. According to the CIP, the Wastewater Enterprise is currently planning for Phase II of its Capital Improvement and Energy

Management Plan (CIEMP), which represents a $190 million project intended to repair, replace, and upgrade the Regional Wastewater Treatment Facility, some components of which are over 60 years old and are running past their effective operating lifespans. To complement the CIEMP, Wastewater Enterprise also proposes the use of funds for pump station and pipeline repair and replacement in areas with undersized and/or aged infrastructure. The CIP also includes an update to the Sewer Master Plan in the fiscal year 2019/2020 budget. Under CDBG regulations, many of these improvements may be eligible for CDBG funding so long as they pertain to construction or reconstruction of facilities, versus ongoing maintenance or repairs.

The CIP also indicates that unless the Stormwater Enterprise is permitted to increase the user fee rate, which has remained unchanged since 1992, the utility will be insufficiently funded to conduct permit compliance activities and needed capital improvements. Without additional revenues, the utility is unlikely to be able to fund improvements necessary to correct existing pipeline and pump station deficiencies. To the extent that these facilities include construction, they may be eligible for funding.

How were these needs determined?

The jurisdiction's need for public improvements, as described above, was identified through an evaluation of the adopted CIP, as well as various other General Plan documents. Additional needs were identified through consultations with affordable housing stakeholders and developers, homeless service providers, and other agencies in Stockton.

Describe the jurisdiction's need for Public Services:

Under CDBG regulations, entitlement funds can be used to fund public services to the extent that those services are new or represent a quantifiable increase in the level of service.

Consultations with a variety of stakeholders, ranging from affordable housing developers to public and non-profit service providers, indicate the highest priority service needs are those that enable residents to secure and maintain quality affordable housing, as well as transportation improvements that provide better connectivity between employment opportunities and the existing and planned affordable housing inventory. Numerous public, private, and non-profit service providers indicate that the existing public transportation system is not robust enough (e.g., too few routes, infrequent headways) to get workers to and from their jobs in a timely manner, particularly for those who work in many of the industrial areas which are not well serviced by public transit. This has made it difficult for lower-income residents, particularly those attempting to exit homelessness or those who are nearing the end of Rapid Rehousing Assistance, to maintain steady employment and the earned income stream necessary to secure and maintain adequate housing. While some service providers provide transit to and from work as part of their programs, consultations indicate it is extremely costly to do so on an ad-hoc basis.

Other public services that would better enable lower-income residents to secure the earned income necessary to maintain stable housing include more affordable childcare options. While some programs like First 5 California or the Family Resource and Referral Center of San Joaquin County do offer childcare services for lower-income residents, stakeholders indicate they are heavily impacted. Ongoing

mental health care is another primary need for individuals at-risk of homelessness. There is a perceived pattern that homeless and at-risk persons facing mental health issues reach a point of crisis, receive assistance, only to repeat the cycle once they are determined to be "stabilized" and mental health services are reduced. Consultations also revealed there are a number of programs throughout the city and county for services such as vocational/life skills training, case management, and accesses to health care services which could be better coordinated and advertised to the public. Not only would this help to make services within the city and county more accessible, but it would also help to identify gaps in service provision.

While public services related to securing and maintaining housing were identified as one of the highest priorities, enhanced crime reduction is also a priority. With a long history of high crime rates, including violent crime, the City Council initiated a process in January 2012 to develop the Stockton Marshall Plan to reduce crime and improve public safety. Since initiation of the Marshall Plan, the City made significant strides in its fight against crime. Data obtained through the U.S. Federal Bureau of investigation's (FBI) Uniform Crime Reporting (UCR) database shows that between 2012 and 2016 Stockton's total Part I crime rate (i.e., the number of Part I crimes committed per 100,000 residents) fell 22 percent. Part I crimes consist of violent crimes (i.e., murder and non-negligent homicide, rape, robbery, and aggravated assault) and property crimes (i.e., burglary, motor vehicles theft, larceny-theft, and arson). During the same time-period, Stockton's violent crime rate decreased eight percent, while the property crime rate decreased 26 percent. Due to changes in the City's reporting practices, data collected after 2016 is not comparable to previous years, though the data indicate that between 2017 and 2018 Stockton's total Part I crime rate increased four percent, primarily driven by a six percent increase in the rate of property crimes committed. During this time, the City's violent crime rate decreased one percent. Despite these improvements, crime rates in the City of Stockton are well above the statewide average.

How were these needs determined?

The jurisdiction's need for public services, as described above, was primarily identified through a review of applicable City planning documents, including the 2015-2020 Consolidated Plan and associated Consolidated Annual Performance Review (CAPER) documents, as well as applicable General Plan document. Additional needs were identified through consultations with a variety of affordable housing stakeholders, homeless service providers, social service providers, and City staff.

File #: 22-0511, **Version:** 1

APPROVE A MOTION TO JUSTIFY EXCEPTION TO THE COMPETITIVE BID PROCESS AND ENTER INTO SERVICE AGREEMENTS WITH EMPOWER RETIREMENT, LLC, FOR INVESTMENT AND RECORDKEEPING ADMINISTRATION SERVICES FOR THE 457(B), 457(B) PART-TIME, TEMPORARY, SEASONAL, AND 401(A) DEFERRED COMPENSATION PLANS

RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Approve entering into the service agreements with Empower Retirement, LLC, for investment and recordkeeping administration services for the 457(b), 457(b) Part-Time, Temporary, Seasonal employees, and 401(a) Deferred Compensation Plans;

2. Authorize the City Manager to execute one-year service agreements with the option of two (2), one (1) year extensions, for investment and recordkeeping administration services; and

3. Approve findings pursuant to Stockton Municipal Code 3.68.070 in support of an exception to the competitive bidding process.

It is also recommended that the City Manager be authorized to take necessary and appropriate actions to carry out the purpose and intent of the motion.

Summary

The City of Stockton offers two Section 457(b) Plans and one Section 401(a) Plan. One of the 457(b) Plans is a voluntary plan for full time employees. The second Section 457(b) Plan is a mandatory plan for part-time, seasonal, and temporary employees and serves as a mandated Social Security replacement plan for employees not eligible for enrollment in the California Public Employees Retirement System (CalPERS) due to the City not participating in Social Security. The 401(a) Plan exists for specifically contracted obligations that have been in place over various periods of time.

The City entered into a five-year service agreement with Empower Retirement, LLC, previously known as MassMutual, on May 1, 2014 to provide investment and recordkeeping administrative services for the City's 457(b) and 401(a) plans, with the option of two (2), one (1) year extensions. Upon expiration of this agreement, an RFP was issued.

On April 21, 2021, the issuance of a Request for Proposal (RFP) for Plan Provider and Recordkeeping services for these plans was approved by the City Manager. Human Resources staff worked with Shuster and the Procurement Division to complete the Request for Proposal (RFP) process. The RFP responses were received on April 14, 2022.

Recently, there has been a dramatic increase in interest rates in the stock market which could potentially have a negative impact to plan participants if a provider change was made for record-keeping and administrative services. The Fixed Account in the City of Stockton's 457(b), 401(a), and Part-time plans have a market value adjustment (MVA) that can be par, negative, or positive which only comes into play when a contract is terminated. When the RFP was published, the Fixed Account MVA was par, therefore a contract termination would not have had a negative impact on plan participants. With the recent interest rate increases in the fixed income marketplace, the MVA for the Fixed Account in the City's plans has gone from par to negative in a very short timeframe.

If the City were to change service providers for investment and recordkeeping services and the Fixed Account contract was terminated and assets were liquidated, the approximate financial loss to employees would be $2,300,000 as of the end of April 2022. This loss not only negatively impacts the participants but would also have a negative impact on the recordkeeping and administrative expenses of the plan and could also negatively impact the fixed interest rate offered by alternative providers.

DISCUSSION

Background

The City sponsors a voluntary employee-funded retirement savings program through a Section 457 Plan for the full-time employees, a mandatory Section 457 Omnibus Reconciliation Act of 1990 Plan (OBRA) for the part-time, seasonal, and temporary employees, and a Section 401(a) Plan for specified individual(s)/groups. Each plan is held for the exclusive benefit of eligible participants and their beneficiaries.

In October 1972, Council adopted Resolution 30,047 providing for a deferred compensation Section 457 Plan for specific full-time employees of the City. In 1978, the ability to participate in the voluntary plan was opened to all bargaining units with the exception of safety employees. Participation in the Section 457 Plan was extended to the Fire Unit in 1981 and to the Police Unit in 1984. Currently, full-time employees in all bargaining groups have the ability to participate in the voluntary full-time Section 457 Plan.

In July 1991, the City established a Section 457 OBRA Plan for all part-time, seasonal, and temporary employees, who are not eligible for enrollment in the City's CalPERS plan, to provide a retirement plan alternative to Social Security, since the City does not participate in Social Security. The Omnibus Reconciliation Act of 1990 (OBRA) introduced into law IRC Section 3121(b)(7)(f), which provided for an alternative to the Federal Insurance Contributions Act (F.I.C.A.), a Social Security tax. The City automatically reduces the eligible employees' wages each pay period by 7.5% and has this amount deferred under this plan. As a result, employees of a government entity may deposit money into a private retirement plan instead of Social Security, as defined in Section 457(h) of the Internal Revenue Code.

In July 2009, pursuant to the agreement extension between the City and the Fire Unit, the City established a 401(a) Plan as an investment vehicle in which members of the Fire Unit were permitted to convert ninety-six (96) hours of longevity vacation leave and credit it to a tax deferred 401(a) Plan. In addition to the 96-hours, a 1% benefit for the Fire Unit was paid by the City into the 401(a) Plan

until July 2010, when the 1% benefit contribution was redirected by a 1% contribution to a Health Reimbursement Account (HRA). Since 2008, participation in the 401(a) Plan has been extended to the City Manager.

Since the establishment of the 457 plans in 1972, the City has had a variety of providers for investments and recordkeeping services, such as Guaranty Savings, American Savings, Sacramento Savings, Stockton Savings, and the J & W Seligman Group. In 1983, ICMA-RC began providing investment and recordkeeping services for the City, and in 1990, the City added The Hartford as an investment and recordkeeping option to employees. The Hartford provided services until they were purchased by Empower Retirement, LLC in late 2012. Empower Retirement, LLC assumed the contractual obligations of The Hartford to serve as a co-plan provider and recordkeeper alongside ICMA-RC.

Present Situation

By remaining with Empower Retirement, LLC for investment and recordkeeping services, the City protects the plan and participants from a negative financial impact. Staff will work with the City's fiduciary consultant and continue to monitor the interest rate environment and the impact to the fixed account.

Findings

Stockton Municipal Code section 3.68.070 provides an exception to the competitive bidding process in cases where the City Council has approved findings that support and justify the exception. Below are proposed findings which, if adopted by Council, constitute sufficient grounds for making such an exception:

1. Sole Source - Empower Retirement, LLC has provided investment and retirement administrative services for the City since 2014. As discussed in this report, changing service providers at this time could result in either significant financial losses to employee participants with assets in fixed accounts, and/or cause all employee participants to be negatively impacted with higher fees.

FINANCIAL SUMMARY

There is no administrative cost to the City associated with the Section 457 and Section 401(a) Plans. Each Section 457 Plan is a retirement savings program fully funded by the participants. The Section 401(a) Plan is an employee/employer funded Plan, with City contributions determined by employment contract or, if applicable, labor agreements.

Attachment A - Agreement Empower Retirement, LLC - 401(a)
Attachment B - Agreement Empower Retirement, LLC - 457(b)
Attachment C - Agreement Empower Retirement, LLC - 457(b) Part-time / Temporary / Seasonal

RESTATED
MASTER SERVICES AGREEMENT

For

CITY OF STOCKTON

(the "**Plan Sponsor**")

Group Client Number

061361

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This Restated Master Services Agreement ("**Agreement**") is dated July 1, 2022 ("**Effective Date**") and sets forth the general terms and conditions under which Empower Retirement, LLC will provide Services to the undersigned Plan Sponsor with respect to the employee benefit plan(s) sponsored by Plan Sponsor, as identified in the attached Schedules (the "**Plan**" or "**Plans**"). This Agreement amends and restates the prior Administrative Services Agreement entered into between the parties in its entirety.

1. DEFINITIONS

"**Affiliate**" means a corporate entity that directly or indirectly is controlled by or is under common control with a party, including any entity that conforms to this definition after the effective date of this Agreement.

"**Agreement**" includes this Master and any Exhibits, Schedules, notices and other documents attached, incorporated or referenced herein.

"**Business Day**" means any day, and only for as many hours as, the New York Stock Exchange is open.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

"**Data**" has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

"**Data Protection Laws**" has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

"**Direction**" and "**Direct**" and their similar terms shall mean the instruction, authorization, or direction given to Empower by the Plan Sponsor, another fiduciary of the Plan, or a person that Empower reasonably believes to be authorized to act on behalf of the Plan Sponsor or another fiduciary. Plan Sponsor directs Empower to process certain Plan transactions based solely on Participant instruction under the terms of this Agreement.

"**Empower**" and "**Empower Retirement**" refer to Empower Retirement, LLC and its Affiliates with respect to products and Services offered in the retirement markets, including but not limited to recordkeeping and other financial services.

"**Information Security Breach**" has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

"**Investment Options**" means those investment options made available under the Plan based on Plan Sponsor or another Plan investment fiduciary designated by the Plan Sponsor (other than Empower or one of its Affiliates).

"**Participant**" shall mean an employee, former employee, participant, former participant, member, beneficiary or alternate payee who is or may be entitled to participate in or receive benefits under the Plan.

"**Personal Data**" has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

"**Plan Administrator**" means a designated employee or committee, or a third party retained by Plan Sponsor or named in the Plan (other than Empower or one of its Affiliates), to be the "plan administrator" and "named fiduciary" as defined by applicable law.

"**Plan Data**" has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

"**Plan Sponsor**" means the Plan Sponsor identified above, the Plan Administrator, named fiduciaries, and other delegates of the Plan Sponsor (other than Empower or one of its Affiliates) as dictated by the context.

"**Services**" means the services provided by Empower or an Empower Affiliate, as applicable, acting as a service provider Directed by the Plan Sponsor to perform such Services under an applicable Schedule. Empower shall provide the Services in a non-fiduciary capacity (except where Empower acknowledges its fiduciary status in writing). The provision of Services shall be governed by the terms and conditions set forth in this Agreement, by applicable law and regulations and any additional terms and conditions contained in the applicable Schedule.

2. SCOPE OF THE AGREEMENT

This Agreement sets forth the terms and conditions pursuant to which Plan Sponsor may receive Services from Empower or an Empower Affiliate, as the case may be, pursuant to a separate Services Schedule attached hereto. These terms and conditions will be deemed to be incorporated by reference into each and every Schedule entered into between the parties. Each Schedule will be a separate agreement between Plan Sponsor and the Empower Affiliate that enters into the Schedule. All references to "Empower" in this Agreement will be deemed references to Empower or the Empower Affiliate, as the case may be, that entered into the Schedule.

3. FEES/CHARGES & FEE DISCLOSURES

3.1 Fees / Charges. Plan Sponsor agrees to pay Empower for the Services. Unless otherwise Directed by the Plan Sponsor, the Plan Sponsor hereby Directs Empower to deduct applicable Plan expenses from the Plan and/or Participant accounts, as applicable.

4. CONFIDENTIALITY

4.1 Confidential Information. In order to perform the Services, both parties may have access to certain information of the other party, including, without limitation, trade secrets, commercial and competitively sensitive information of the party related to business methods or practices, and proprietary software or websites of a party ("**Confidential Information**"). For the purpose of clarity, any software or website owned, licensed, or made available by Empower ("**Empower Software**") is Confidential Information of Empower. The parties mutually agree to hold all Confidential Information of the other party in confidence and not to disclose any Confidential Information of the other party to anyone except the parties' Affiliates, suppliers, and respective personnel in connection with the performance or receipt of Services hereunder, or as otherwise directed or approved by the other party or its agents. Confidential Information does not include: information that is otherwise in the public domain through no action of the non-disclosing party; information that is acquired by a party from a person other than the other party or its agents without any obligation of confidentiality; or information that is independently developed by a party without reference to the Confidential Information of the other party.

4.2 Permitted Disclosures of Confidential Information.

4.2.1 Legally Required Disclosures. In the event a party is required to make a legally required disclosure of the other party's Confidential Information, such party shall notify the other party of the disclosure as soon as reasonably practicable and shall cooperate with any efforts by such party to obtain protective treatment of such Confidential Information to the extent permitted by law. The foregoing shall not apply to (i) broad-based regulatory examinations associated with a party's general business or operations; (ii) disclosures made in conjunction with a law enforcement investigation or inquiry; (iii) or where notice is prohibited by law. For purposes of Rule 14(b)-1 and Rule 14(b)-2 of the Securities Exchange Act

of 1934, as amended from time to time, Plan Sponsor authorizes Empower, and/or its Affiliates and services providers, to provide the name, address and share position of the Plan with respect to any class of securities registered under the Investment Company Act of 1940 when requested by such SEC registrant for purposes of shareholder meetings. The above-referenced rules prohibit the requesting SEC registrant from using the Plan's name and address for any purpose other than corporate communications of the type contemplated under the rules.

4.2.2 Authorized Disclosures. Plan Sponsor authorizes Empower to disclose Data to Empower's Affiliates and service providers in connection with Empower's performance of Services under this Agreement. In addition, Plan Sponsor authorizes Empower to disclose Data to Plan Sponsor's advisors, third-party administrators, service providers (such as payroll providers) and representatives authorized by Plan Sponsor in writing to receive such Data. Empower may use and disclose, for benchmarking and research purposes, de-identified Data that is aggregated with other anonymized data of a similar nature across Empower's client base in a manner that makes such Data unidentifiable to a particular individual or plan. Empower's current Privacy Notice is attached to this Agreement, but shall not lessen any of Empower's obligations regarding Personal Data hereunder. Plan Sponsor agrees that any changes to the Privacy Notice may be delivered to Plan Sponsor through the Plan Service Center or by email to designated representatives of the Plan Sponsor.

4.2.3 Disclosures of Personal Data to Plan Sponsor. Plan Sponsor may direct Empower to provide Plan Sponsor or its designated agent with information (which may include Personal Data) received from or in relation to Participants in connection with the performance of Services under this Agreement, which may include private information shared by the Participant during recorded phone calls and written or electronic correspondence.

5. DATA PROTECTION

5.1 Mutual Obligation to Protect Data. Empower and Plan Sponsor each agree to maintain and hold in confidence all Data and Confidential Information, as applicable, received in connection with the performance of Services under this Agreement. Empower and Plan Sponsor agree that their collection, use and disclosure of all Data is and will at all times be conducted in compliance with all applicable Data Protection Laws. Each party will implement, support, and maintain appropriate physical and logical security measures designed to secure Data, and will take all commercially reasonable organizational and technical steps to protect against unlawful and unauthorized processing of Personal Data. In accordance with the foregoing, Empower maintains a comprehensive data security program designed to safeguard Data and access to the Empower Software and systems, as further set forth in the Data Security & Privacy Addendum attached hereto as Exhibit 1.

5.2 Mutual Notice of an Information Security Breach. The parties will promptly notify each other in the event of an Information Security Breach. Such notice shall include: (i) the consequences of the breach, including (without limitation) any potential impact on the other party's security measures, systems, Data, Confidential Information, or the Empower Software; and (ii) the corrective action taken to remedy the breach. In addition to the foregoing, Plan Sponsor will notify Empower immediately upon discovering a compromise of the security and/or log-on credentials of any Plan Sponsor employee or agent that has a plan administration role in Empower's system.

6. BUSINESS CONTINUITY & DISASTER RECOVERY

Empower will maintain business continuity and disaster recovery procedures to address the security, integrity and availability of the technology, operational, financial, human and other resources

required to provide mission-critical Services in the event of a natural disaster or other interruption of normal business operations. Such procedures will be tested at least once annually. GWFS Equities, Inc.'s current Business Continuity Plan Notice is attached to this Agreement. By executing this Agreement, Plan Sponsor acknowledges receipt of this Notice.

7. RECORDS & AUDIT

7.1 Record Retention. Empower shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy and as required by law. Subject to the foregoing, each party agrees to return or destroy the other party's Confidential Information and Data once it is no longer required for the purpose of performing or receiving the Services, provided that the parties are not obligated to destroy copies of Confidential Information or Data that must be retained for audit, legal or regulatory purposes, or that is stored in non-readily accessible electronic format, such as on archival systems; in such cases Empower's data protection obligations shall continue until such Data is destroyed in accordance with Empower's record retention policy.

7.2 SSAE 18. Each year upon the request of Plan Sponsor, Empower will provide a copy of the review performed by Empower's external auditors under the "Statement of Standards for Attestation Engagements Number 18, Attestation Standards: Clarification and Recodification" of the American Institute of Certified Public Accountants ("**SSAE18**") SOC 1, or any new or replacement standard or protocol established by the American Institute of Certified Public Accountants.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Plan Sponsor Materials. As between the parties hereto, excluding the Empower Materials (as defined below), Plan Sponsor shall own materials, trademarks, trade names, logos, trade dress, and other Confidential Information provided or made accessible by Plan Sponsor to Empower for use in providing the Services (collectively, the "**Plan Sponsor Materials**"). Plan Sponsor grants Empower a limited, revocable right and license to use Plan Sponsor's name, logo, and trademarks in materials created by Empower in connection with providing the Services. Nothing contained herein shall prohibit Empower from referencing client partnerships in the normal course of public-relations communications or in materials prepared at the request of prospective clients.

8.2 Empower Materials. As between the parties hereto, Empower and its Affiliates shall own all materials, documentation, user guides, forms, templates, business methods, trademarks, trade names, logos, websites, Empower Software, technology, computer codes, domain names, text, graphics, photographs, artwork, interfaces, and other information or material provided by Empower or its Affiliates hereunder (collectively, the "**Empower Materials**"). Empower grants to Plan Sponsor and Participants (as applicable) a non-exclusive, non-transferable license to use the Empower Materials during the term of the Agreement for purposes of using Empower's Services hereunder and subject to the terms and conditions set forth in this Agreement and any terms of use associated with Empower Software. All rights with respect to the Empower Materials not specifically granted hereunder are reserved by Empower.

9. LIABILITY & INDEMNIFICATION

9.1 Empower agrees to indemnify the Plan Sponsor from and against any and all expenses, costs, reasonable attorneys' fees, settlements, fines, judgments, damages, liabilities, penalties or court awards asserted by a third party (collectively, "**Damages**") to the extent resulting from Empower's breach of this Agreement, negligence, or willful misconduct. Notwithstanding anything to the contrary herein, Empower shall not be liable to Plan Sponsor for any Damages resulting from: 1) any acts or omissions undertaken at the Direction of the Plan Sponsor or any agent or any third party authorized by Plan Sponsor

to provide Direction to Empower, including but not limited to prior service providers, investment advisors, or any authorized agent thereof; 2) any performance of the Services that is in strict compliance with the terms of this Agreement; or 3) Plan Sponsor's or its designee's failure to provide accurate documents, material, information or data to Empower or its Affiliates, as applicable on a timely basis.

9.2 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT) EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 Insurance. Empower will, at its own cost and expense, procure and maintain in full force and effect throughout the term of this Agreement insurance coverage that is reasonably appropriate to the Services provided under this Agreement and any Schedule hereto. The requirements in this section are not intended to, and will not in any way, limit or qualify the liabilities and obligations of Empower under this Agreement.

10. DISPUTE RESOLUTION

The parties shall engage in reasonable and good faith discussions to resolve any dispute arising out of or relating to this Agreement. If the parties are unable to agree between themselves, the parties will submit the dispute to non-binding mediation conducted by a private mediator agreed to by both parties. If the parties cannot agree on a mediator, the mediator may be selected by a nationally recognized, independent arbitration or mediation organization to which the parties mutually agree. The costs of mediation shall be borne equally by the parties, and each party shall pay its own expenses. If the parties are unable to resolve the dispute through non-binding mediation, either party may initiate litigation; provided, however, that if one party requests mediation and the other party rejects the proposal or refuses to participate, the requesting party may initiate litigation immediately upon such refusal.

11. TERM & TERMINATION

11.1 Term & Termination. This Agreement shall be in effect commencing on the Effective Date set forth above and continuing for a one (1)-year period through July 1, 2023, with the option to exercise two (2) additional one (1)-year renewal periods.. In the event this Agreement should terminate or expire prior to the completion date designated in any Schedule, such Schedule shall terminate concurrently with the Agreement.

11.2 Termination for Convenience. This Agreement or any Schedule attached hereto may be terminated by either party by delivering ninety (90) days advance written notice to the other party. The termination of this Agreement shall also operate as a termination of all Schedules hereto.

11.3 Termination for Default. Either party may, upon written notice, terminate this Agreement or any Schedule attached hereto if the other party materially breaches or is in default of any material obligation hereunder, which default is incapable of cure, or which being capable of cure, has not been cured within ninety (90) days after receipt of notice of such default from the non-defaulting party, or within such additional cure period as mutually agreed upon by the parties.

11.4 Transition Assistance Services. Upon termination for any reason, Empower will provide to Plan Sponsor the deconversion and transition assistance services set forth in the Recordkeeping Services Schedule, attached hereto. For the avoidance of doubt, this Agreement will govern the transition assistance services provided.

12. MISCELLANEOUS

12.1 Affiliates & Agents. Plan Sponsor acknowledges and agrees that Empower may utilize the services of Affiliates, agents and suppliers selected by Empower. Empower's use of any such party will not relieve Empower of its obligations hereunder, and Empower shall at all times remain liable for the performance of the Services hereunder. Notwithstanding the foregoing, and notwithstanding that Empower and Plan Sponsor are entering into this Agreement, the obligations under each Schedule are solely the obligations of the Empower Affiliate that entered into that Schedule (including the terms of this Agreement that are incorporated therein by reference), and neither Empower nor any Empower Affiliate shall be jointly and severally liable with any other Empower entity. Neither Empower nor any Empower Affiliate shall be the guarantor of the obligations of any other Empower Affiliate.

12.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Neither party nor its personnel shall be considered employees of the other party for any purpose. None of the provisions of this Agreement shall be construed to create an agency, partnership or joint venture relationship between the parties or the partners, officers, members or employees of the other party by virtue of either this Agreement or actions taken pursuant to this Agreement. The parties shall bear sole responsibility for all taxes, assessments and other real property related levies on their owned or leased real property, personal property (including software), franchise and privilege taxes on their business, and taxes based on their net income or gross receipts. If applicable, the parties shall reasonably cooperate to more accurately determine each party's tax liability and to minimize such liability to the extent legally permissible.

12.3 No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their Affiliates and is not intended to confer any rights or remedies upon any other person.

12.4 Assignment. This Agreement shall be binding upon and inure to the benefit of each of the parties, their Affiliates, successors and permitted assigns; provided, however, that neither party may assign its rights or obligations hereunder without the other party's prior written consent. Notwithstanding the foregoing, a party may assign this Agreement in connection with: (i) the sale of substantially all of its assets or the assets of any business unit to an entity that assumes the assignor's obligations under this Agreement; (ii) a merger, acquisition or divestiture; and/or (iii) a transfer to a parent or Affiliate, in each case without the other party's consent.

12.5 Entire Agreement. Each Schedule, including any Exhibits, notices and attachments (including an incorporation by reference of the terms and conditions of this Agreement), constitutes the entire agreement of the parties thereto with respect to the subject matter thereof and supersedes all prior drafts, agreements, negotiations and proposals, written or verbal, relating to the Services contained in the applicable Schedule. This Agreement or any Schedule may be amended by written agreement of the parties; for that purpose, emails do not constitute signed writings. Notwithstanding the foregoing, Empower may add or enhance the Services, update the method of providing the Services without any reduction in service, or modify the Services to comply with applicable laws by providing written notice to Plan Sponsor at least 30 days in advance of the effective date of such change, provided that Plan Sponsor may opt out of certain Services that directly impact Participants and any changes that result in an increase in fees to the Plan. Any Empower notices or policies that are attached to or referenced in this Agreement may be modified by Empower at any time, provided that such modifications shall not materially degrade the rights or protections set forth therein. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of such provision or any other provision hereof and no waiver shall be effective unless made in writing.

12.6 Governing Law; Waiver of Jury Trial. Unless and to the extent provided otherwise in a Schedule hereto, this Agreement shall be construed and enforced in accordance with and governed by the laws of the state of California, without regard to conflict of law principles, and any claim arising under or related to this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts located in California. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

12.7 Force Majeure. Neither Empower nor Plan Sponsor shall be liable to the other for any and all losses, damages, costs, charges, attorney fees, payments, expenses or liability due to delay or interruption in performing its obligations hereunder, and without the fault or negligence of such party, due to causes or conditions beyond its control, including, without limitation, labor disputes, riots, war and war-like operations including acts of terrorism, explosions, sabotage, civil disturbance, governmental restriction, transportation problems, failure of power or other utilities including phones, internet disruptions, fire or other casualty, natural disasters, epidemics, pandemics, acts of God, disruptions in orderly trading on any relevant exchange or market, or any other cause that is beyond the reasonable control of either party.

12.8 Severability. The provisions of this Agreement are severable, and if for any reason a clause, sentence, paragraph or provision of this Agreement is determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity will not affect other provisions of this Agreement that can be given effect without the invalid provision.

12.9 Notices. All formal notices required by this Agreement will be in writing and shall be sent to Empower as set forth below and to the most current Plan Sponsor and trustee address on file with Empower. All notices sent shall be effective upon receipt.

Notice To Empower:
Empower Retirement, LLC
8515 East Orchard Road
Greenwood Village, CO 80111
Attn: Market Segment Head

With a copy to:
Empower Retirement, LLC
8515 East Orchard Road
Greenwood Village, CO 80111
Attn: General Counsel

12.10 Headings; Defined Terms; Counterparts. Section headings used in this Agreement are intended for reference purposes only and shall not affect the interpretation of this Agreement. Unless the context requires otherwise, capitalized terms defined in this Agreement have the meanings set forth herein for all purposes of this Agreement, including any Schedules or Exhibits. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties' execution and delivery of this Agreement by facsimile, email, or electronic copies shall have the same force and effect as execution and delivery of an original.

12.11 No Tax or Legal Advice. Nothing in this Agreement is intended to constitute legal or tax advice from Empower to Plan Sponsor, or to any other party. Plan Sponsor understands that Empower has not given and may not give legal advice. All issues should be reviewed and discussed with Plan Sponsor's legal counsel and/or tax adviser.

12.12 Survival. The provisions of the following sections shall survive the termination of this Agreement: Fees & Charges; Confidentiality; Data Protection; Record Retention; Intellectual Property Rights; Indemnification; Limitation of Liability; Dispute Resolution; Governing Law; Waiver of Jury Trial; Survival; Severability; Transition Assistance Services; No Tax or Legal Advice; No Third-Party Beneficiaries; and any other section that would by its context be reasonably expected to survive termination.

12.13 Signatures/Corporate Authenticity. By signing this Agreement, the parties certify that they have read and understood it, that they agree to be bound by its terms, and that they have the authority to sign it. This Agreement is not binding on either party until signed by both parties.

12.14 Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures reasonably believed to be genuine on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

EXHIBIT 1:
DATA SECURITY & PRIVACY ADDENDUM

This Data Security & Privacy Addendum applies to Empower and its Affiliates and describes how Empower protects Personal Data and Plan Data (the "**Addendum**"). Capitalized terms used but not defined herein have the meanings given to them in the Master Service Agreement executed by Empower and Plan Sponsor under which Empower provides services to Plan Sponsor ("**Agreement**").

1. Definitions. The following terms have the meanings set out below and similar terms shall be construed accordingly:

"**Data**" means Personal Data and Plan Data.

"**Data Protection Laws**" means any law with respect to the protection of Personal Data that is applicable to Empower's Services under the Agreement or any Schedule thereto.

"**Information Security Breach**" means a confirmed compromise of an information system within the authority or responsibility of Empower that results in: (i) the unauthorized acquisition, disclosure, modification or use of unencrypted Personal Data, or encrypted Personal Data where the encryption key has also been compromised; and (ii) a reasonable likelihood of identity theft or fraud against a data subject in the Plan. An Information Security Breach includes, without limitation, theft and/or malicious use of Data by Empower personnel. A good faith but unauthorized or unintentional acquisition, disclosure, modification or use of Personal Data by an employee or contractor of Empower or a party who has signed a confidentiality agreement with Empower does not constitute a Security Breach if the Personal Data is not subject to further unauthorized acquisition, disclosure, loss, modification, or use.

"**Personal Data**" shall mean information that identifies or is reasonably capable of being associated with a Participant in the Plan or an eligible employee of Plan Sponsor, and includes personally identifiable financial information as defined by Title V of the Gramm-Leach-Bliley Act, but excluding data that is publicly-available and data from which individual identities have been removed and that is not linked or reasonably linkable to any individual.

"**Plan Data**" shall mean non-public Plan level information that is provided to Empower in connection with receipt of the Services. Plan Data excludes data that is de-identified and aggregated for benchmarking and research purposes.

"**Subprocessor**" means any person (including any third party service provider and any Empower Affiliate, but excluding personnel employed by such parties) engaged by Empower to process Personal Data.

2. Direction. Plan Sponsor Directs Empower and its Affiliates (and authorizes Empower and its Affiliates to Direct each Subprocessor), where applicable, to process Personal Data as follows: (a) processing in accordance with the Master Agreement and any amendments thereto as executed by the parties; and (b) processing initiated by Participants in their use of the Services. Plan Sponsor represents that it is and covenants that it will at all relevant times remain duly and effectively authorized to give the Direction set out herein.

3. Security. In order to protect Personal Data, Empower will implement appropriate technical and organizational measures designed to protect Personal Data in accordance with the requirements of any

Data Protection Laws. In addition to the foregoing, Empower's security program shall conform to the commitments described below.

4. Subprocessing. Plan Sponsor hereby agrees that Empower may engage its Affiliates and third parties as Subprocessor in connection with the provision of Services under the Agreement. Empower shall carry out reasonable due diligence as appropriate to the nature of each Subprocessor's services to ensure that the Subprocessor is capable of providing the level of protection for Personal Data required by the Information Security Policies. Upon request, Empower shall make available a current list of any material Subprocessors that have access to Personal Data; the parties hereto agree that such list is the Confidential Information of Empower and subject to the confidentiality provisions of the Agreement.

5. Data Subject Rights. Empower responds to any request from a Participant under applicable Data Protection Laws (such as "Right to Know" requests) as required by applicable Data Protection Laws. Empower will advise Plan Sponsor of any such request that requires Plan Sponsor's assistance or response, and in such case the parties shall cooperate with respect to the response to such Participant.

6. Data Security. Empower's Information Security Policies and related policies address the management of information security, the security controls employed by the organization. These policies include, without limitation:

6.1 An Information Security Board that is responsible for the development, implementation, and ongoing maintenance of Empower's data security.

6.2 Documented policies ("**Information Security Policies**") that Empower formally approves, internally publishes, communicates to appropriate personnel and reviews at least annually. Empower's Information Security Policies shall (i) mandate the secure protection and handling of confidential data, (ii) comply with applicable laws, (iii) conform to or exceed applicable industry standards for the retirement plan services industry, and (iv) documented, clear assignment of responsibility and authority for data security-related activities.

6.3 Policies covering acceptable computer use, record retention/destruction, information classification, cryptographic controls, access control, network security, removable media, remote access, mobile computing and wireless access.

6.4 Regular testing of the key controls, systems and procedures, including (i) testing of information technology general controls (ITGC) at least annually or whenever there is a material change in business practices, and (ii) infrastructure penetration tests and scans against internet-facing points of presence. Empower will correct vulnerabilities or security issues discovered through such assessments in a manner and time frame consistent with established standards.

6.5 Policies and procedures designed to protect the security of Plan Data and Personal Data that is accessible to, or held by, Empower's third party suppliers. Such policies shall be based on Empower's Information Security Policies, and shall address, as applicable: (i) the identification and risk assessment of such supplier; (ii) minimum cybersecurity standards required to be met by such suppliers; (iii) due diligence processes used to evaluate the adequacy of cybersecurity practices of such suppliers; and (iv) periodic assessment of such suppliers based on the risk they present and the continued adequacy of their cybersecurity practices.

6.6 Use of appropriate administrative, technical and operational measures designed to ensure Personal Data and Plan Data is secure.

6.7 Monitoring, evaluating and adjusting, as appropriate, its data security protocols summarized herein, in light of relevant changes in Data Protection Laws, Services, technology or industry security standards, the sensitivity of data collected or processed by Empower in the provision of its Services, and evolving internal or external risks. Empower may make such updates to its data security protocols and the terms hereof at any time without notice so long as such updates maintain a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data or Plan Data.

7. Risk Management. Empower has a risk assessment program that includes regular risk assessments and management for risk identification, analysis, monitoring and reporting.

8. Human Resources.

8.1 Acknowledgements. Empower shall provide training on its information security practices to its personnel at least annually. Empower personnel shall acknowledge their information security and privacy responsibilities under Empower's policies.

8.2 Personnel Controls. Empower completes appropriate pre-employment background checks and screening on its personnel, and requires personnel to complete initial security training at the time they are first employed with Empower and annually thereafter. All personnel attest annually to Empower's Code of Business Conduct and Ethics, which enforces the tenets of Empower's Information Security Policies and its privacy policies. Empower has disciplinary processes for violations of information security or privacy requirements, and promptly removes personnel access to Plan Data or Personal Data upon termination or applicable role change.

9. Physical and Environmental Safety.

9.1 Physical and Environmental Security Controls. Empower has appropriate physical and environmental controls to protect Empower's equipment, assets, and facilities used to provide services. Physical security includes, without limitation (i) physical security in the protection of valuable information assets of the business enterprise; and (ii) the provision of protection techniques for the entire facility, from the outside perimeter to the inside office space, including the datacenters and wiring closets.

9.2 Ongoing Operations. Empower protects its facilities and systems containing Data from failures of power, networks, telecommunications, water supply, sewage, heating, ventilation, and air-conditioning.

10. Communications and Operations Management.

10.1 Controls. Empower has policies and procedures in place for communications and operations management controls. Such controls address: hardening, change control, segregation of duties, separation of development and production environments, network security, virus protection, patch management, media controls, data in transit, encryption, audit logs, and time synchronization.

10.2 Operations Security. Empower's Information Security Policies mandate ongoing operations security requirements, including but not limited to, installing or maintaining (i) security patches for operating systems and applications within standard timeframes based on severity; (ii) industry standard versions of operating systems, software and firmware for system applications and components; and (iii) up-to-date system security agent software which includes updated malware and virus definitions.

11. Access Control.

11.1 Access Control. Empower utilizes access controls designed to ensure that only Empower personnel with the proper need and authority can access its internal recordkeeping system and associated data. Empower's access controls include but are not limited to: limiting access to personnel with a requirement to view Personal Data; establishing least-privilege controls to protect systems and Personal Data; generation of audit trails; periodic review and approval of personnel who need to access the Empower recordkeeping system; and termination of personnel access promptly following severance from employment.

11.2 Authentication. Empower authenticates user identity through appropriate authentication controls such as strong passwords, token devices, or biometrics. Passwords must meet minimum length and complexity requirements.

11.3 Remote Access to Empower Systems. Empower uses multi-factor authentication for remote access to its systems.

12. Information Systems Acquisition, Development and Maintenance.

12.1 Systems Development Security. Empower addresses security as part of information systems development and operations and follows secure coding methodologies based on application development security best practices.

12.2 Software Security Management. Empower's information systems (including operating systems, infrastructure, business applications, off-the-shelf products, services and user-developed applications) adheres to the information security standards set forth in Empower's Information Security Policies.

12.3 Vulnerability Assessments/Ethical Hacking. Empower performs vulnerability assessments and penetration testing against Internet-facing points of presence. Empower corrects vulnerabilities or security issues discovered through such assessments in a manner and time frame consistent with established standards set forth in Empower's Information Security Policies.

12.4 Cryptography. Empower uses cryptography techniques that assist Empower with preventing the unauthorized capture, modification of or access to data or information. Empower uses standard encryption algorithms that follow up-to-date encryption standards and industry practices. Such cryptography techniques may include but are not limited to: encryption of sensitive data sent across external communication lines; requirement of minimum 128-bit encryption TLS encryption for web browsers; and encryption of Personal Data while stored on laptops, mobile devices, and in recordkeeping databases.

13. Information Security Breach Management.

13.1 Incident Management Program. Empower maintains investigative measures and techniques for incident handling, including but not limited to: a formalized, enterprise-wide Computer Security Incident Response Team ("**CSIRT**"), and CSIRT processes which are tested at least annually.

13.2 Information Security Breach Response. Empower will notify Plan Sponsor after becoming aware of any Information Security Breach in accordance with all applicable Data Protection Laws. For the avoidance of doubt, Empower will (i) keep the Plan Sponsor informed of significant developments in connection with the investigation of such incident; (ii) investigate and assist any regulator or other governmental body with oversight over the Information Security Breach in investigating, remedying and

taking any other action regarding the Information Security Breach as appropriate or required by law; and (iii) provide Plan Sponsor with information about remedial measures that have been undertaken to prevent such Information Security Breach from reoccurring. In the event that individual or regulatory notifications are required under applicable Data Protection Laws, the parties will cooperate with respect to notifications. To the extent the Information Security Breach is caused by Empower's failure to abide by its obligations as set forth in this Addendum, Empower shall bear the costs of such notifications and provision of credit monitoring services to affected individuals to the extent required by law or otherwise appropriate in Plan Sponsor's and Empower's reasonable judgment.

14. Plan Sponsor Assessment Rights.

14.1 Assessment via Security Assurance Package. Within the secure Plan Sponsor website provided by Empower, Empower provides documentation that supports and informs the reader about Empower's current security program and practices. These documents are referred to as the Security Assurance Package ("**SAP**"), which currently consists of the following items: Security Program Overview document, SOC 1 report, SOC 2 report, available IT certification reports (e.g. Verizon CRP), and a completed SIG questionnaire with related supporting materials. (The SIG is a standardized document template created by the Shared Assessments Program, a consortium of leading financial institutions, the Big 4 accounting firms, and companies from a wide array of industries.)

14.2 Regulatory Assessment. If Plan Sponsor's governmental regulators require that Plan Sponsor perform an on-site audit of Empower's network security, as supported by evidence provided by Plan Sponsor, Plan Sponsor may conduct an on-site audit of Empower's network security, relevant to the security of Plan Data ("**Regulatory Audit**"). Unless a different notice or frequency is required by Plan Sponsor's governmental regulators, a Regulatory Audit may be conducted by Plan Sponsor once per year at a mutually agreed-upon time with at least 60 days' advance written notice to Empower. If a Regulatory Audit requires the equivalent of more than two business days of Empower Personnel's time to support such audit, Empower may charge Plan Sponsor an audit fee at Empower's then-current rates for each day thereafter.

14.3 Miscellaneous. This Addendum is governed by and incorporated into the Agreement. In the event of any conflict between the Agreement and this Addendum, the Agreement will prevail. Any capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Agreement.

EXHIBIT 2:
PROCEDURES FOR COMPLYING WITH FUND COMPANY MARKET TIMING AND EXCESSIVE TRADING

This Exhibit 2 shall apply to any Recordkeeping Services Schedule under the Master Services Agreement

PROCEDURES FOR COMPLYING WITH FUND COMPANY MARKET TIMING AND EXCESSIVE TRADING

The prospectuses, policies and/or procedures of certain fund companies require retirement plan providers offering their fund(s) to agree to restrict market timing and/or excessive trading ("prohibited trading") in their funds. The following procedures describe how we, as your recordkeeper, will comply with fund company instructions designed to prevent or minimize prohibited trading.

Various fund companies instruct intermediaries to perform standardized trade monitoring while others perform their own periodic monitoring and request trading reports when they suspect that an individual is engaging in prohibited trading. If an individual's trading activity is determined to constitute prohibited trading, as defined by the applicable fund company, the individual will be notified that a trading restriction will be implemented if prohibited trading does not cease. (Some funds may require that trading restrictions be implemented immediately without warning, in which case notice of the restriction will be provided to the individual and plan, if applicable). If the individual continues to engage in prohibited trading, the individual will be restricted from making transfers into the identified fund(s) for a specified time period, as determined by the applicable fund company. Individuals are always permitted to make transfers out of the identified fund(s) to other available investment options. When the fund company's restriction period has been met, the individual will automatically be allowed to resume transfers into the identified fund(s).

Additionally, if prohibited trading persists, the fund company may reject all trades initiated by the plan, including trades of individuals who have not engaged in prohibited trading.

Note: certain plan sponsors have or may elect to implement plan level restrictions to prevent or minimize individual prohibited trading. To the extent that such procedures are effective, we may not receive requests for information from the fund companies or requests to implement the restrictions described above.

10/16/07

EXHIBIT 3: PRIVACY NOTICE

PRIVACY NOTICE

REV 5/2021

FACTS	What does Great-West Life & Annuity Insurance Company (Empower Retirement) do with your personal information?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and account balances. • Retirement assets and transaction history. • Employment information and income. When you are no longer our customer, we continue to share your information as described in this notice.
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Empower Retirement chooses to share and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	**DOES EMPOWER RETIREMENT SHARE?**	**CAN YOU LIMIT THIS SHARING?**
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

QUESTIONS?	Call toll-free at **855-756-4738** or go to **empower-retirement.com/privacy**

WHO WE ARE	
Who is providing this notice?	Companies owned by Great-West Life & Annuity Insurance Company. A list of companies is provided at the end of this notice.
WHAT WE DO	
How does Empower Retirement protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include physical, technical and procedural safeguards, such as building and system security and personnel training.
How does Empower Retirement collect my personal information?	We collect your personal information, for example, when you: • Provide account information or apply for a loan. • Enter into an investment advisory contract or seek advice about your investments. • Tell us about your investment or retirement portfolio. We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes — information about your creditworthiness. • Affiliates from using your information to market to you. • Sharing for nonaffiliates to market to you. State laws and individual companies may give you additional rights to limit sharing.
DEFINITIONS	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Our affiliates include companies with the Empower, Empower Retirement or Great-West names, as listed below, and other financial companies such as Advised Assets Group, LLC and Empower Retirement, LLC.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *Empower does not share with nonaffiliates so they can market to you.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • *Empower doesn't jointly market.*
WHO IS PROVIDING THIS NOTICE?	
Great-West Life & Annuity Insurance Company; The Great-West Life Assurance Company (U.S. operations); Great-West Life & Annuity Insurance Company of New York; Great-West Financial Retirement Plan Services, LLC; Advised Assets Group, LLC; GWFS Equities, Inc.; The Canada Life Assurance Company (U.S. operations); Empower Retirement, LLC; Great-West Life & Annuity Insurance Company of South Carolina; Great-West Capital Management, LLC; Great-West Funds, Inc.; and Great-West Trust Company, LLC	

EXHIBIT 4: BUSINESS CONTINUITY PLAN NOTICE

GWFS Equities, Inc., a subsidiary of Great-West Life & Annuity Insurance Company and affiliate of Great-West Life & Annuity Insurance Company of New York* ("the Company") and Empower Retirement, LLC, maintains a comprehensive business continuity plan designed to respond reasonably and effectively to events that lead to significant business disruption, such as natural disasters, power outages, or other events of varying scope. This plan defines critical functions and systems, alternate work locations, vital books and records, and staff resources, and provides for the continuation of business operations with minimal impact, depending on the severity and scope of the disruption. The plan is reviewed and tested no less than once annually to ensure that the information in the plan is kept current and that documented recovery and continuity strategies adequately support its business operations. Of utmost importance to the plan is the ability for customers to maintain access to securities accounts and assets in those accounts.

In the event that one of the contact centers or back office operation facilities becomes unavailable for any reason, calls would be re-routed to one of the firm's alternative contact center or operations facilities.

In the event of a significant business disruption to the primary office and/or data center, access to customer accounts will be provided via the Company's Web site and voice response system, operated from an alternative data center. Customer service will continue to be provided by re-routing telephone calls to a contact center located in one or more alternative sites located outside of the region. Secure work from home solutions are available for all staff.

While no contingency plan can eliminate the risk of business interruption, or prevent temporary delays with account access, the firm's continuity plan is intended to mitigate all reasonable risk and resume critical business operations within 24 hours or the next business day, whichever is later.

* Recordkeeping and administrative services are provided by Empower Retirement, LLC, and in New York, Great-West Life & Annuity Insurance Company of New York, or one of its subsidiaries or affiliates. Securities offered in your account may be offered through another broker/dealer firm other than GWFS Equities, Inc., a wholly owned subsidiary of Great-West Life & Annuity Insurance Company. Please contact your investment provider for more information if needed.

This disclosure is subject to modification at any time. The most current version of this disclosure can be found on the Web site or can be obtained by requesting a written copy by mail.

BCP – GWFS Customer Notice (Ed. Feb. 2021)

SCHEDULE A:
RECORDKEEPING SERVICES SCHEDULE
FOR THE

LIST OF PLANS

1. CITY OF STOCKTON, 401(A) PLAN ("401(a)") Group Account Number: 061361-0003-0000

1. GENERAL

This Recordkeeping Services Schedule ("**Schedule**") is a separate agreement between the parties hereto and incorporates the terms and conditions of the Agreement ("**Agreement**") between Empower Retirement, LLC and Plan Sponsor. All references to "Empower" in this Schedule are deemed to be references to Empower or the Empower Affiliate, as the case may be, that enters into this Schedule. Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement. Any conflict between this Schedule and the terms of the Agreement shall be resolved in favor of the Agreement, unless this Schedule specifically states that its provision will prevail.

2. SCHEDULE TERM

2.1 The Effective Date of this Schedule is July 1, 2022 ("**Schedule Effective Date**"). Unless terminated in accordance with the termination provisions at Section 11 of the Agreement, this Schedule shall remain in full force and effect. The termination of this Schedule shall also operate as a termination of all Schedules to the Agreement.

2.2 Upon termination, Plan Sponsor Directs Empower to deduct any and all outstanding expenses and fees owed to Empower from the Plan's trust on the termination date, unless paid by the Plan Sponsor. Plan Sponsor agrees to amend the Plan, if necessary, to provide for the payment of expenses from the Plan consistent with the foregoing. Upon termination of this Schedule, Empower will cease to provide the Services herein. Plan Sponsor acknowledges that after the termination of this Schedule, Plan Sponsor will be responsible for performing all actions required to be taken with respect to the Plan including, but not limited to: processing of contributions, loans and distributions, and the distribution of forms to Participants. On and after the actual date of termination of this Schedule, Empower shall have no further obligations hereunder except as set forth in the Transition Assistance section.

3. NATURE OF EMPOWER'S SERVICES

3.1 Services. Empower will provide the Services set forth in this Schedule or as further described in the Exhibits attached hereto.

3.2 Fiduciary Status. Except with respect to any Services for which Empower has specifically agreed to act as a fiduciary under this Schedule, Plan Sponsor acknowledges that (i) Empower acts as a non-discretionary service provider Directed by the Plan Sponsor or other Plan fiduciary and, as authorized by the Plan Sponsor, by Participants; and (ii) performance of the Services do not involve the exercise of any discretion in the administration or management of the Plan that would cause Empower to be a fiduciary or a Plan Administrator as defined under the Code, ERISA, the Investment Advisors Act of 1940, or state law, as applicable. The Plan Sponsor has appointed a Plan Administrator that has discretionary authority for the administration and management of the Plan. The parties agree that Empower will not perform a

Service that could cause it to have discretionary authority or responsibility for the administration or management of the Plan or disposition of Plan assets. Empower shall not render, or have any authority or responsibility to render, investment advice for a fee or other compensation, direct or indirect, with respect to any Plan assets, except as specifically provided for under this Agreement.

4. PLAN SPONSOR RESPONSIBILITIES

Plan Sponsor acknowledges that Empower cannot effectively perform the Services without Plan Sponsor's cooperation. Accordingly, Plan Sponsor acknowledges and agrees that it will fulfill the following duties and obligations:

4.1 Provision of Information. Plan Sponsor or its designee, including any third parties retained by or on behalf of the Plan or Plan Sponsor, will provide all information necessary for Empower to perform the Services in a manner and format that does not require manual intervention or manipulation by Empower. Plan Sponsor acknowledges and agrees that Empower shall not bear any responsibility for any penalties or other costs incurred as a result of Plan Sponsor's failure to provide such information in a timely manner. Plan Sponsor further acknowledges and agrees that Empower may charge an additional fee if any necessary information is not provided on a timely basis, or in an electronic format usable by Empower without any manual intervention or manipulation. Plan Sponsor agrees that Empower shall be entitled to fully rely upon the accuracy and completeness of information Plan Sponsor submits and that Empower shall have no duty or responsibility to verify such information. If, as a result of incorrect or incomplete information furnished by Plan Sponsor, it becomes necessary to repeat any calculation or service, complete any new forms or revise any completed forms, Empower reserves the right to charge an additional fee. Each party agrees to bear its own transmission costs and is solely responsible for its own acts and omissions relating to transmitting, receiving, storing and handling documents and information, including the maintenance of all equipment, software and testing necessary to effectively, reliably and securely send and receive such documents and information.

4.2 Remitting Contributions and Allocation Instructions. Plan Sponsor agrees that it is solely responsible for collecting and remitting all initial and recurring contributions and loan repayments to Empower electronically via Empower's plan sponsor website, or another mutually agreed-upon manner within the time prescribed by applicable law. Plan Sponsor acknowledges that Empower is not responsible for monitoring the amount and/or timeliness of such contributions and loan repayments.

4.3 Plan Document Responsibilities. Plan Sponsor has the responsibility to ensure that the Plan documents are accurate and complete, to interpret Plan terms and to review the Plan document services provided by Empower, if any. Plan Sponsor is responsible to ensure that the Plan is being operated in accordance with its terms. Plan Sponsor shall provide Empower with a signed copy of the Plan document and all amendments to the Plan document within thirty (30) days after such document and/or amendment is adopted.

4.4 Investment Options. Plan Sponsor is responsible for the selection of all Investment Options based on Plan Sponsor's independent evaluation, or that of its registered investment advisor, consultant, broker or other agent, as applicable. Plan Sponsor must notify Empower in writing of the Investment Options intended to be serviced by Empower and such Investment Option services are only provided as agreed upon by Empower and may be subject to certain limitations or conditions. Plan Sponsor acknowledges that Empower or its Affiliates may receive fees from mutual fund families or other Investment Option Sponsors or their Affiliates for providing certain administrative or other services thereto ("**Fund Service Fees**") in connection with the Plan. Plan Sponsor may request additional information regarding such fees at any time. If the provider of an Investment Option causes an Investment Option to become

unavailable to the Plan, Empower will notify Plan Sponsor as soon as practicable after the Investment Option Sponsor notifies Empower.

4.5 Plan Sponsor Acknowledgement of Market Timing Procedures. Plan Sponsor acknowledges that the SEC requires mutual fund companies to establish procedures to prevent market timing and excessive trading. Plan Sponsor acknowledges receipt of, and agrees to adhere to, the terms and conditions of the Procedures for Complying with Fund Company Market Timing and Excessive Trading Policy attached as an Exhibit to the Agreement, as amended from time to time.

4.6 Payment of Plan Expenses. Plan Sponsor may Direct Empower in writing to deduct Plan expenses from the Plan to the extent Plan Sponsor has determined that deduction is specifically allowed by the Plan document and applicable law, and to remit to the party designated by the Plan Sponsor.

4.7 Plan Sponsor Direction to Perform the Services. In performing the Services, Empower is acting at the Direction of the Plan Sponsor or other fiduciary of the Plan by following the procedures set forth in a plan administration guide or similar procedural document provided by Empower to the Plan Sponsor, including by posting such procedural documents to the Plan Sponsor website. To the extent the procedures do not fully address a specific issue, the Plan Sponsor agrees to provide Direction in a manner reasonably requested by Empower, and Empower may rely upon any such Direction by a person that Empower reasonably believes to be authorized to act on behalf of the Plan Sponsor or other fiduciary. Plan Sponsor specifically intends that Empower will have no discretionary authority with respect to following such Direction.

4.8 Electronic Delivery. Empower will deliver plan-related documents to Participants under the Agreement in an electronic manner as described below.

4.8.1 Plan notices to be delivered by Empower via an email notice of the availability of the plan-related documents on the Participant website will be sent to an email address provided to Empower by the Participant or by Plan Sponsor. If Empower is not provided with an email address, notices will be delivered to the Participant via regular mail.

4.8.2 Empower will send an initial notification of default electronic delivery via regular mail to each Participant at least 10 days prior to delivering any plan-related documents via email. The initial notice of default electronic delivery will include the participant's email address that will be used to deliver notices of the availability of plan-related documents, a statement of the Participant's right to request and obtain a paper version of the documents and a statement of the option to opt out of electronic delivery and receive only paper versions of the documents.

4.8.3 If an email notice of availability of a plan-related document is returned undeliverable, Empower will send the notice to another email on file for the Participant. If no other email is on file for the Participant or such other email is also returned undeliverable, plan related documents will be delivered via regular mail to the Participant until such time as Empower is provided another email address for the Participant.

4.8.4 Participants may request to receive one paper copy of a plan-related document for no cost. In addition, Participants may opt out of electronic delivery and request that their plan-related documents be delivered via regular mail at any time.

4.9 Review of Reports. Plan Sponsor is responsible for reviewing and monitoring reports made available by Empower (whether provided electronically, by posting on an Empower website, or otherwise) regarding Plan activity, transactions and investments to verify that the transactions indicated in

the reports properly reflect the Direction provided by the Plan Sponsor. Empower's performance of its obligations under this Agreement shall be presumed to be accurate unless Plan Sponsor provides Empower with proper notice of discrepancies.

4.10 Error Correction.

4.10.1 Transactional and Operational Errors.

4.10.1.1 Transactional Errors. If Empower does not accurately process contribution, distribution, or investment instructions provided in good order by a Participant or the Plan Sponsor (e.g., investment allocation of Plan contributions, investment exchanges or transfers, or timely processing of a Plan distribution) and the issue is timely brought to Empower's attention, Empower will, at its own expense, retroactively correct the Plan or Participant account to reflect its adjusted financial position had the error not occurred, including any investment earnings and reduced by any investment losses. If the issue is not timely brought to Empower's attention, Empower may correct the error by adjusting the Plan or Participant account prospectively.

4.10.1.2 Plan Operational Errors. If Empower is timely notified that it has made an error that creates an operational or fiduciary issue for the Plan, Empower will, within a reasonable time after being notified of or discovering such error, notify the Plan Sponsor and describe the corrective option that Empower proposes to employ that is consistent with the Internal Revenue Service, Department of Labor, or other agency correction guidelines, where applicable, and Plan Sponsor shall review the proposed correction option. Unless the Plan Sponsor objects to such proposed correction and requests an alternate correction option within five (5) business days after receiving notice of Empower's suggested corrective option, the Plan Sponsor Directs Empower to promptly process the correction in accordance with the proposal, at Empower's expense. If Empower's proposed correction is consistent with Internal Revenue Service, Department of Labor, other agency correction guidelines, or other guidance, but the Plan Sponsor requests an alternate correction method resulting in expenses in excess of what Empower would have incurred under its proposed correction, the Plan Sponsor shall bear such additional expenses (including without limitation any attorney's fees, regulatory filing costs and additional net loss resulting from such method).

4.10.2 Trading Errors. If Empower does not accurately process a trade with the mutual fund company as Directed by the Plan Sponsor or as instructed by a Participant, then Empower will correct the share position at the mutual fund company as if the error had not occurred. In the event there are multiple funds or related errors in one or more funds involved, Empower will net gains and losses across all funds involved in the associated error(s). If the Plan Sponsor utilizes the services of a third-party trustee and/or custodian ("**Third-Party Trustee**"), Empower shall in no event be required to perform any correction: (i) for a trading error that results from an error or omission by the Third-Party Trustee, (ii) to be performed under the terms of any service arrangements between the Plan Sponsor and such Third-Party Trustee (the "**Third-Party Trust Agreement**"), (iii) that falls within error tolerance ranges under the Third-Party Trust Agreement, or (iv) that otherwise would exceed any requirements for error correction by the Third-Party Trustee under the Third-Party Trust Agreement.

4.10.3 The parties acknowledge and agree that Empower will have no liability for an error caused by acts or omissions of the Plan Sponsor, Participants or any other third party.

4.10.4 Duty to Mitigate. The parties acknowledge and agree that the Plan Sponsor, the Plan Administrator and Participants each have a duty to mitigate any errors so as to minimize the expenses that may be incurred to correct such errors by promptly reviewing transaction confirmations, account

statements and other Plan reports, as applicable, and providing notification of any error, providing timely approval of correction measures and taking such other reasonable steps as may be necessary (e.g., proactively transferring account holdings into the appropriate Investment Option).

4.10.5 Transactional Gain/Loss Compensation Policies for Error Correction. Empower may incur a gain or loss in the process of adjusting a Plan or Participant account to correct certain errors due to changes in the share/unit price of an Investment Option between the original transaction date and the correction date. The adjusted position of Plan and Participant accounts are not impacted by transactional gains or losses incurred by Empower to settle the Investment Option positions in the course of correcting the account. Empower will net any Investment Option pricing differences as part of the correction process. If a correction is made at Empower's expense, Empower, not the Plan or Participant, will incur any transactional loss and Empower will retain any transactional gain.

4.11 Account Protection. Empower, Plan Sponsor or the Participant will promptly notify the other parties if it discovers that an unauthorized distribution was made from the Participant's account. Empower will conduct an investigation and take any appropriate steps, which may include working with law enforcement, to determine the root cause of the unauthorized distribution. Plan Sponsor agrees to cooperate in any such investigation and will comply with reasonable requests for information. To the extent Empower offers Participants protection against account losses that result from unauthorized transactions, Empower will restore losses as of the date of the account loss once Empower has had sufficient time to conduct a preliminary investigation and attempt to ascertain the root cause. Such protection is not available if Plan Sponsor refuses or neglects to follow commercially reasonable security practices, as set forth in Section 5.1 of the Agreement, or if the loss resulted from a compromise of the systems or security protocols of Plan Sponsor or its third party service providers (other than Empower).

4.12 Uncashed Checks. With respect to any checks issued from Plan assets during the term of the Agreement, Plan Sponsor Directs Empower to follow state unclaimed property regulations and escheat such assets to the Plan's or the Participant's state of residence based on Empower's records. However, Plan Sponsor may Direct Empower, in writing, to treat the Plan's uncashed checks in a different manner. Plan Sponsor is solely responsible for determining the appropriate handling of uncashed checks and any unclaimed property under the applicable federal and state laws including the determination and handling of amounts related to lost Participants.

5. PLAN INVESTMENT OPTIONS & FEES

5.1 Selection of Investment Options

5.1.1 The parties agree that the purchase and sale of securities for the Plan, except for employer stock and unaffiliated self-directed brokerage, will be effected through GWFS Equities, Inc., a broker/dealer affiliate of Empower.

5.1.2 In addition to the sole responsibility for the selection of the Investment Options to be made available under the Plan, Plan Sponsor will also Direct Empower to designate one of the Investment Options available to be the default investment, in which any contribution or other amount credited under the Plan for which neither the Participant nor the Plan Sponsor has provided Empower with investment directions in good order will be invested ("**Default Investment Fund**"). Plan Sponsor may designate a Default Investment Fund(s) for Participant contributions and also designate a second Default Investment Fund for employer contributions.

5.1.3 Plan Sponsor Directs Empower and its Affiliates, as applicable, to cause all dividends, capital gain distributions, interest or other earnings paid by an Investment Option under the Plan

to be reinvested in such Investment Option unless Directed otherwise by the Plan Sponsor and agreed to by Empower.

5.2 Information Regarding Investment Options

Plan Sponsor Directs Empower to obtain, or cause its designee to obtain, all necessary information (including but not limited to valuation, performance, prospectuses and other investment information) regarding any Investment Option available under the Plan from any third parties representing such Investment Options ("**Investment Option Sponsor(s)**"). Plan Sponsor acknowledges that prospectuses for the Investment Options, as applicable, will be made available electronically through one or more websites maintained by Empower or its Affiliates. In the event an Investment Option Sponsor does not provide all necessary information and Empower agrees, Plan Sponsor will arrange to provide Empower or its designee, or cause Empower or its designee to be provided, the necessary information regarding said Investment Option. In no event will Empower be responsible for the accuracy of any such information provided to Empower or its designee regarding any Investment Option, and Empower or its designee will have no duty or obligation to question, confirm or independently verify any such information.

5.3 Investment Option Changes.

5.3.1 Plan Sponsor may replace the Investment Options at any time, subject to applicable notice requirements. Plan Sponsor will notify Empower in writing of any changes to such Investment Options or the Default Investment Fund(s), and the parties will agree upon a process for the transfer of assets and investment elections, if applicable, from prior Investment Options to new Investment Options.

5.3.2 If any Investment Option is terminated by the Investment Option Sponsor, and Plan Sponsor wishes to replace the terminated option, Plan Sponsor agrees to replace the terminated option with an available fund from any fund company that currently has, or will enter into, a trading agreement with Empower.

6. ACH AUTOMATION AND PLAN MERGERS & ACQUISITIONS

6.1 ACH Automation. Plan Sponsor Directs Empower to accept a transfer of Plan records that reflects Participant ACH banking information as provided by the Plan Sponsor or by the Plan's prior service provider, without any further review and validation of the ACH information provided.

6.1.1 In Directing Empower to accept a transfer of existing Participant ACH banking information to its recordkeeping system, the Plan Sponsor certifies the following:

6.1.1.1 The Participant has previously authorized the Plan to process an ACH debit and/or credit of the Participant's account at the designated financial institution ("**Account**") in connection with all applicable Plan transactions and has authorized the designated financial institution, in the form of electronic fund transfer, to credit and/or debit the same to such Account.

6.1.1.2 The Participant has not revoked the ACH authorization for the Account prior to the transfer and the Plan shall treat the Participant's ACH authorization for the Account as remaining in effect until Empower receives a notice of cancellation from the Participant.

6.1.1.3 Plan Sponsor Directs Empower to administer all ACH transactions for all Plan purposes under the terms of Empower's separate ACH Agreement, which the Plan Sponsor has

adopted as the Plan's terms and conditions governing all applicable ACH transactions processed on the Empower platform.

7. RECORDKEEPING AND ADMINISTRATION SERVICES & FEES

7.1 Basic Plan Administration Fee. Empower will be entitled to the following annual administration fee ("**Basic Plan Administration Fee**"). This fee is used, in whole or in part, for administrative services provided by Empower as described in this Schedule. In addition, some or all of the fee (or any other compensation, revenue, asset or source of funding available to Empower, in Empower's sole discretion) may be used by Empower to make payments to the Plan under a Plan Expense Account or similar arrangement, if applicable, between the Plan Sponsor and Empower. All Services set forth in this Schedule are included in the Basic Plan Administration Fee unless an additional fee is otherwise noted herein. In the event that the Plan Sponsor requests different or additional Services, the parties shall meet to discuss relevant Empower capabilities and any additional fees that may apply.

The Basic Plan Administration Fee is 0.11% (11 basis points) per year.

For the avoidance of doubt, the Basic Plan Administration Fee set forth above is inclusive of the reimbursement credit as set forth in Exhibit G of Plan Sponsor's prior administrative services agreement.

The Basic Plan Administration Fee will be payable on a monthly basis, based on the average daily balance of Plan assets during the assessment period.

In addition, Empower and/or one or more of its Affiliates may receive Fund Service Fees in connection with the Plan.

7.2 Transactional Fees. Transactional fees set forth in Exhibit D of your prior administrative services agreement shall remain 'as is' unless there is a reduced fee on the Empower platform, in which case the reduced pricing will be honored.

7.3 Enrollment

7.3.1 Enrollment. Based on information provided by the Plan Sponsor or its designee, Empower will enroll Participants in the Plan in a manner mutually agreed upon by the parties.

7.3.1.1 **Eligibility Determination.** Plan Sponsor Directs Empower to determine employee eligibility as Directed by the Plan Sponsor and through Plan Sponsor provided information and criteria. Empower shall also communicate details of the enrollment process to eligible Participants. Plan Sponsor agrees to notify Empower at least thirty (30) days prior to any change in the Plan's eligibility requirements. Empower may discontinue this service if the Plan's new eligibility requirements are incompatible with Empower's recordkeeping system requirements.

7.3.2 Deferral Processing. If Plan Sponsor provides Empower at implementation with an electronic employee data feed of all the Participant deferral amounts/percentages or full PDI file, Plan Sponsor hereby Directs

and authorizes Empower to allow Participants to update their deferral elections via the website and VRU. Empower will forward updated deferral information to Plan Sponsor according to the schedule elected by Plan Sponsor.

7.3.3 Vesting Services. Plan Sponsor will provide Empower with up-to-date full-service vesting information electronically and ongoing Participant information as needed for the purpose of performing vesting services. Plan Sponsor Directs Empower to:(i) maintain each Participant's vesting percentage on Empower's recordkeeping system; (ii) calculate and process withdrawals and/or loans according to the vested percentage; and (iii) display the Participant's vested account balance on the quarterly statements.

7.3.4 **Receipt and Investment of Contributions.** Empower will credit contributions for allocation to Participant accounts in accordance with Direction from the Plan Sponsor and as set forth below. Empower will allocate or otherwise apply forfeitures under the Plan accounts, if any, as Directed by the Plan Sponsor. Empower will pass Directions to invest such contributions, and to execute appropriate transactions related to forfeitures, to the Plan trustee or custodian in accordance with investment Directions of the Plan Sponsor.

7.3.4.1 **Timing Requirements for Contributions Funded via ACH, Check or Wire.** Contributions received by Empower in good order prior to the close of any Business Day will be processed effective that Business Day, at that Business Day's net asset / unit values. Contributions not received by Empower prior to the close of Business Day will be processed effective the next Business Day.

7.3.5 **Investment Transfers of Existing Assets.** Empower or its designee will process investment transfers or exchanges, as applicable, received in good order subject to any conditions and/or limitations imposed by the available Investment Options under the Plan or Investment Option Sponsors. Empower will pass to the Plan trustee or custodian, as applicable, Directions to execute or record as appropriate the corresponding transactions involving the assets of the Plan's trust. Requests for Participant-initiated transfers between Investment Options will be processed if the request is received by Empower in good order prior to market close on a Business Day. Any transfer request not received by Empower during a Business Day will be processed the next Business Day, or such earlier time as may be required in order to comply with applicable law.

7.3.6 Plan Loans. Empower will administer Participant account reduction loans repaid by payroll deduction pursuant to the Plan's loan policy, as amended from time to time. Loan requests may be initiated through the VRU or Participant website or submitted on approved Plan administrative forms with Plan Sponsor signature authorization.

7.3.7 Distributions.

7.3.7.1 Empower will make payments to Participants pursuant to a Participant's request and Plan Sponsor's Direction received in good order and will debit Participant accounts accordingly.

7.3.7.2 Plan Sponsor agrees to provide a signature authorization for all distribution requests allowed under the Plan, including but not limited to distributions, alternate payee distributions and beneficiary distributions. Empower reserves the right to charge an additional fee for services related to distributions to non-resident aliens and other distributions outside the ordinary course of plan administration.

7.3.7.3 Tax Withholding and Reporting of Distributions

7.3.7.3.1 **Responsibility for Withholding and Reporting**. Plan Sponsor appoints Empower or its designee as its agent to perform income tax withholding and reporting for all distributions Empower processes and to collect and remit state documentary stamp or similar taxes on all loans Empower processes, to the extent applicable. Plan Sponsor agrees to provide all information needed by Empower to perform these services. Empower or its designee shall deposit the income tax withheld with the Internal Revenue Service ("**IRS**") and other appropriate governmental entities, as applicable, on or before the applicable due dates for such remittances. Empower will complete necessary tax reporting forms for distributions it processes, file the tax reporting forms with the IRS or other governmental authority, as applicable, and send copies to the distributee. Distributions to a person subject to reporting and withholding rules that differ from those applicable to United States residents will be subject to withholding applicable to non-resident aliens unless otherwise Directed by the Plan Sponsor.

7.3.7.3.2 **Withholding and Reporting for Plan Sponsor Initiated Distributions and Rollovers.** With respect to Plan Sponsor-initiated distributions or rollovers from the Plan, Plan Sponsor Directs Empower to rely upon the information on Empower's

recordkeeping system for purposes of tax reporting and withholding, and to treat payees with U.S. addresses as U.S. persons and payees with foreign addresses as foreign persons. Plan Sponsor certifies that such information is accurate and compliant with the Foreign Account Tax Compliance Act ("**FATCA**") and the Code, and that required documentation supporting such information has been collected by Plan Sponsor.

7.3.8 **Code Section 402(f) Notice.** Empower shall provide Participants with the IRS model notice, as amended from time to time, pursuant to Code Section 402(f).

7.3.9 **Distribution Education Services.** Empower or its Affiliates will make retirement consultants available to Participants to provide distribution education services and may contact Participants who are eligible to receive distributions from the Plan to provide information regarding distribution options under the Plan including rollover services and products offered by Empower.

7.4 PAYMENT OF FEES & FEE CHANGES

7.4.1 **General Requirements.** This Section 7.4 describes certain services under which Empower will process Participant requests without obtaining Plan Sponsor signature or other further approval. In doing so, Empower will not exercise any fiduciary authority or make any discretionary determinations. Rather, this Section 7.4 will act as Direction by Plan Sponsor for Empower to process all Participant requests that meet the stated criteria. In order to receive the signatureless services detailed in this Section 7.4 Plan Sponsor must utilize the Plan Service Center ("**PSC**") and must provide all necessary information in a PDI file. Plan Sponsor must also provide any additional information or Direction as required by, and in a form acceptable to, Empower. In addition, in most cases, Empower must be the sole recordkeeper for the Plan. If at any time Plan Sponsor does not meet these general requirements, or does not meet the specific requirements of any service described in this Section 7.4, Empower shall not be responsible to continue to provide such service.

7.4.2 **Required Minimum Distributions (RMDs).** The Plan Sponsor Directs Empower to provide a notice to Participants who, based on the Plan records reflected on Empower's recordkeeping platform, are RMD eligible. If the Participant does not timely provide an election for the RMD as described in the notice, the Plan Sponsor acknowledges and agrees that it must provide timely Direction to Empower with respect to processing any RMD payments prior to the regulatory deadline. Empower will process RMDs upon receipt of a Participant or Plan Sponsor request in good order.

7.4.3 **Payment of Fees.** All fees not paid by Participants must be paid within thirty (30) days of Empower's invoice to the Plan Sponsor unless another arrangement has been pre-approved by Empower in writing. In the event any charges or fees reasonably and properly chargeable under the terms of the Agreement, including this Schedule or other applicable documents signed by the Plan Sponsor remain unpaid sixty (60) days after the date billed, Plan Sponsor Directs Empower to deduct such expense charges from the Plan and Plan Sponsor affirms that the Plan document specifically allows such deduction from the Plan. To the extent that the forfeiture or other Plan accounts would not pay Plan expenses under the Plan document or the Plan accounts are insufficient, Plan Sponsor Directs Empower to allocate such fees to the Participant accounts, and to the investment choices in which the Participant accounts are invested, on a pro rata basis using Participant account and investment option balance ratios as of the date of deduction. Plan Sponsor agrees to amend the Plan, if necessary, to provide for the payment of expenses from Plan assets consistent with the foregoing.

7.4.4 **Fee Changes.** Empower may adjust the fees set forth in this Agreement upon the earlier of (i) thirty (30) days' written notice to Plan Sponsor or (ii) mutual agreement by the parties.

7.5 ACCESS TO RECORDKEEPING SYSTEM & SERVICE REPRESENTATIVES

7.5.1 **Automated Voice Response System.** Participants will have access to an automated voice response system via a toll and toll-free number to inquire or make account changes from a touch-tone telephone. Inquiry services available from the automated voice response system will utilize share prices, unit values and account balances that are as of the last calculated unit value/share price. The automated voice response system will be available 24 hours a day, 7 days a week, except for routine maintenance of the system which, when necessary, will generally take place on Sunday between the hours of 2:01 am and 2:01 pm Eastern Time. However, the system may also be limited or unavailable during periods of peak demand, market volatility, systems upgrades, or maintenance, or for other reasons.

7.5.2 Participant Service Representatives. Participant service representatives will be available via a toll-free telephone call to Empower to answer Participant questions and process applicable transactions each Business Day between the hours of 5:00 am and 7:00 pm Pacific Time and on Saturdays between 6:00 am and 2:30 pm Pacific Time.

7.5.3 Plan Sponsor Access to Recordkeeping System. Plan Sponsor may interface with Empower's recordkeeping system online via Empower's Plan Sponsor website to inquire or make changes while administering the Plan. Upon request, Empower representatives will be made available to assist and train employees of Plan Sponsor in properly accessing and processing transactions on the Empower's Plan Sponsor website.

Empower's Plan Sponsor website will be available consistent with the availability of the automated VRU.

7.5.4 Participant Website

7.5.4.1 **Website Use.** Empower will, as part of the Services, host, maintain and make certain information available to Plan Sponsor and Participants on a website or websites (the "**Website Services**"). Plan Sponsor will not use or permit any use of the Website Services (i) in any unlawful or illegal manner; (ii) in any way that could impair the Website Services or any other party's use thereof; or (iii) to distribute, sell, resell, license or transfer any of Plan Sponsor's rights to access or use the Website Services or make the Website Services available to any third party. Any user credentials, including user identification and passwords, established by Plan Sponsor and its delegates or any Participant (each a "**User ID**") is issued to a specific user and may not be shared or used by any individual other than that user. Plan Sponsor will be responsible for the compliance by its users with the applicable terms of this Section. Empower may terminate the User ID, or portions thereof, for any user involved in a breach of this Section. Plan Sponsor acknowledges that transmissions through the internet are inherently unsecure, that virus protection software, firewalls and other security measures are not foolproof, and that the Website Services and their content are not invulnerable to fraud or hacking. In addition, Plan Sponsor acknowledges that Empower shall from time to time perform scheduled or emergency repairs, maintenance, and disaster recovery testing on the websites, and that such activity, or other circumstances beyond Empower's reasonable control, may cause the Website Services to be unavailable or delayed. Plan Sponsor agrees that Empower shall not be liable for any such delays or downtime in the Website Services, or for any virus or malicious access to the Website Services by third parties, provided that Empower has implemented and maintained security features with respect to the Website Services that are consistent with the Agreement and commercially reasonable industry standards.

7.5.4.2 Access to Participant Website. Participants will have access to a mobile responsive website to inquire or make certain account changes via the internet. In addition, Participants can download a complimentary Android app and an iOS phone, iPad and Apple Watch app. The Android and Apple Watch apps currently support inquiry-only capabilities while the iOS phone / iPad app supports both inquiry and certain change capabilities. All such apps will be subject to

the terms of the Agreement, as related to privacy and data security.

7.5.4.3 Website Availability. The website will be available 24 hours a day, 7 days a week, except for routine maintenance of the system which, when necessary, will generally take place on Sunday between the hours of 2:01 am and 2:01 pm Eastern Time. However, the system may also be limited or unavailable during periods of peak demand, market volatility, systems upgrades, or maintenance, or for other reasons.

7.5.4.4 **Enhancements.** Empower may periodically update or add new content, features, services, tools or other functionality to the Participant website or other Empower Software as part of its ongoing enhancement of the Services offered to Plan Sponsor or its Participants. Such additions will be offered at no additional cost unless expressly agreed by Plan Sponsor or Participants (as applicable).

7.6 PARTICIPANT COMMUNICATION AND EDUCATION

7.7 REPORTING SERVICES

7.7.1 **Participant Reporting.** Empower will provide Participants a confirmation for transactions involving investment allocations, investment transfers, contribution rates, change of address, rollover contributions, and rebalance activity. Empower will also make available to each Participant account information on at least a quarterly basis, including beginning and ending balances, all contributions and transactions processed, interest credited or change in value, fees and withdrawals deducted, transfers processed and performance data on Investment Options held by the Plan to the extent such data is provided by the Investment Option Sponsor, personal rate of return on investments, account balance translated into an estimated monthly income amount, and balance in the SDB, as applicable. Participants' statements shall be distributed in accordance with Section 4.8 of this Schedule, Electronic Delivery. Statements will be available within fifteen (15) Business Days after receipt of final information in good order from third party sources.

7.7.2 **Participant Fee Disclosure Services.** Empower agrees to create a Participant fee disclosure, based on the U.S. Department of Labor's Model Comparative Chart, to assist the Plan Administrator with meeting its obligations under 29 CFR §2550.404a-5 (also known as the Participant fee disclosure regulation) for the Plan Sponsor's review and approval. Empower will distribute the fee disclosure document to Participants in accordance with Section 4.8 of this Schedule, Electronic Delivery.

7.7.3 **Plan Sponsor Reporting.** Empower will provide an Employer Plan Summary Report to Plan Sponsor, summarizing Plan-level assets and Participant account balances, within thirty (30) Business Days after each

calendar quarter end ("**Employer Plan Summary Report**"). The following Plan information will be addressed in the Employer Plan Summary Report: (i) summary of Plan transactions and assets; (ii) summary of contributions processed; (iii) withdrawals; (iv) annuities purchased, if applicable; (v) periodic payments; (vi) Investment Option grand totals – summarizes both dollars and units/shares and Plan activity; (vii) Investment Option totals by money type – summarizes both dollars and units/shares and money type activity; (viii)Participant summary – a report of account activity for each Participant.

7.8 TRANSITION ASSISTANCE SERVICES

7.8.1 **Transition Services.** Empower agrees to support the transition of recordkeeping and administrative services ("**Transition Services**") to a successor service provider subject to the terms and conditions of the Agreement. Empower shall provide the following Transition Services prior to the Service End Date (as defined below) of the Agreement.

7.8.2 **Planning.** Participate in conference calls and in-person meetings, as needed, with Plan Sponsor and the successor service provider to designate the transfer team, define communication channels, discuss the transfer process and define expectations, responsibilities, and applicable deadlines. Empower will designate a transition Project Manager to lead and be the contact person for the transition effort. In the event Plan Sponsor requests that the Project Manager or other deconversion team member attend a transition services meeting in person at a site other than Empower's office location, Empower's fees for time and travel for such in-person meetings are $1500 per day, per person.

7.8.3 **Data Layouts.** Provide the successor service provider with data layouts for Participants and Plan data residing on Empower administration systems, including but not limited to data layouts for paper statement indicators, rebalance frequency elections, ACH indicators, outstanding loan terms and payment amounts, powers of attorney on file, and dividend pass-through elections. The data layouts will correspond to Empower standard file formats.

7.8.4 **Plan Materials.** Upon termination, Empower shall provide the successor service provider with copies of all Plan summaries, individual Participant statements (upon request) and other forms, reports, or web content; provided, however, Empower will provide such Plan materials only to the extent designed specifically for the Plan and not deemed by Empower to be proprietary. In addition, Plan Sponsor agrees, and will require any third party to whom Plan Sponsor provides the materials to agree, to maintain the confidentiality of all Empower materials and information, including but not limited to web content, communications material, and information on Empower's Plan Sponsor Website.

7.8.5 **"Test" Data Transfer Files.** Provide the successor service provider with two (2) full volume test extract data transfer files for the Plan. Such files

will be provided at a time mutually agreed upon by the parties. Control totals and standard Empower reports will accompany the files.

7.8.6 **"Refresher" Data Transfer Files.** Provide the successor service provider with one (1) full volume test extract refresher data transfer files for the Plan. Such files will be provided at a time mutually agreed upon by the parties. Control totals and standard Empower reports will accompany the files.

7.8.7 **"Live" Data Transfer Files.** Provide the successor service provider with one (1) full live data transfer file to the successor service provider in Empower standard file format for the Participant and Plan data residing on Empower administration systems as of a date mutually agreed upon by the parties. The live data file will be in the same format as the test data file or in the test data file format. Control totals and standard Empower reports will accompany the live data transfer file.

7.8.8 **Questions about Data on Transfer Files.** Provide up to 25 aggregate hours of Empower's time to answer questions about system data provided by Empower on the test data transfer files, the refresher data transfer files and the live data transfer file. Empower will charge the Plan or Plan Sponsor at then-current hourly rates for time spent in excess of 25 hours.

7.8.9 **Answering Questions.** Provide up to 25 aggregate hours of Empower's time responding to questions about Plan administrative practices and communication materials used by Empower in servicing the Plan. Empower will charge the Plan or Plan Sponsor at then-current hourly rates for time spent in excess of 25 hours.

7.8.10 **Final Participant Valuation.** Send to the successor service provider, at a mutually agreed upon date, reports of all historical files, documents and records necessary for the continuing administration and recordkeeping of the Plan in electronic form (where available) and/or paper form ("**Final Participant Valuation**"). As of the Service End Date, the Final Participant Valuation includes: (i) Current Participant indicative and financial data; (ii) Participant level reports; (iii) Plan level totals; (iv) Investment valuation statement; (v) Employee loan status report; (vi) Loan summary report; (vii) Deemed loan report; (viii) Highest outstanding loan balance report; (ix) MRD report; (x) Installment tax withholding report; (xii) On-line beneficiary data, if maintained by Empower; and (xiii) Scanned beneficiary forms, if maintained by Empower. Notwithstanding the foregoing, the parties acknowledge that the reports and information identified as Final Participant Valuation are subject to change based upon changes in plan administration and/or system requirements. Plan Sponsor acknowledges that at the mutually agreed upon date, Empower will provide only those reports applicable to the Plan and currently available from Empower's recordkeeping system.

7.8.11 **Open Participant Case Records.** Send open case records at a mutually agreed upon date, or Service End Date, if later, to Plan Sponsor or to successor service provider at Plan Sponsor's Direction.

7.8.12 **Year-end Processing.** For Services that conclude as of December 31 for a calendar year plan or the end of the Plan's fiscal year, as applicable, perform any compliance testing, government filings, or other reporting required as of that year-end. For Services that conclude as of any date other than December 31, perform any government filings for completed Services (e.g., Forms 1099-R for Participant distributions) and provide to Plan Sponsor the same year-end reports and information otherwise provided for a calendar or fiscal year, as applicable, but only reflecting the portion of the calendar or fiscal year, as applicable, for which Services were provided.

7.8.13 **Fees Related to Transition Services.** In the event Plan Sponsor requests Empower to provide additional or extraordinary Transition Services (beyond those described in items 7.8.1 through 7.8.12 above) including, but not limited to, change in data layout, change of data elements in standard layouts, number of data transfer files, or services beyond Service End Date, Empower reserves the right to charge the Plan or Plan Sponsor, as Directed by the Plan Sponsor, for additional or extraordinary Transition Services at then-current hourly rates. Empower shall receive payment for services rendered within 30 days of invoice delivery. In the event payment is not received within the stated timeframe all Transition Services will cease until such time payment is received.

7.8.14 **Transition Services after Service End Date.** In addition to the foregoing, Empower agrees to provide the following Transition Services for ninety days following the Agreement's termination effective date ("**Service End Date**").

7.8.14.1 Provide up to 20 hours of Empower's time responding to questions from the Plan Sponsor or its auditor. Empower will charge the Plan or Plan Sponsor at then-current hourly rates for time spent in excess of 20 hours.

7.8.14.2 To the extent information and/or reporting is readily available from Empower's systems, Empower agrees to provide to the successor service provider the following Transition Services for up to 110 requests per month: (a) loan repayment information; (b) Participant account balances as of specific dates; (c) Participant account earnings and/or dividends for specific time periods; (d) distribution history information; (e) reporting or respond to other Participant account history information requests; (f) Participant account history information (excluding QDRO related information); (j) Participant Statements; (k) Duplicate Forms 1099-R; (l) Provide QDRO related account history; (m) Respond to questions regarding Plan specific processes, provided

however that if the number of requests exceeds 110 in any given month, a per-request fee of $500 will be assessed.

[Signature Page Follows]

RESTATED
MASTER SERVICES AGREEMENT

For

CITY OF STOCKTON

(the "**Plan Sponsor**")

Group Client Number

061361

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This Restated Master Services Agreement ("**Agreement**") is dated July 1, 2022 ("**Effective Date**") and sets forth the general terms and conditions under which Empower Retirement, LLC will provide Services to the undersigned Plan Sponsor with respect to the employee benefit plan(s) sponsored by Plan Sponsor, as identified in the attached Schedules (the "**Plan**" or "**Plans**"). This Agreement amends and restates the prior Administrative Services Agreement entered into between the parties in its entirety.

1. DEFINITIONS

"**Affiliate**" means a corporate entity that directly or indirectly is controlled by or is under common control with a party, including any entity that conforms to this definition after the effective date of this Agreement.

"**Agreement**" includes this Master and any Exhibits, Schedules, notices and other documents attached, incorporated or referenced herein.

"**Business Day**" means any day, and only for as many hours as, the New York Stock Exchange is open.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

"**Data**" has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

"**Data Protection Laws**" has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

"**Direction**" and "**Direct**" and their similar terms shall mean the instruction, authorization, or direction given to Empower by the Plan Sponsor, another fiduciary of the Plan, or a person that Empower reasonably believes to be authorized to act on behalf of the Plan Sponsor or another fiduciary. Plan Sponsor directs Empower to process certain Plan transactions based solely on Participant instruction under the terms of this Agreement.

"**Empower**" and "**Empower Retirement**" refer to Empower Retirement, LLC and its Affiliates with respect to products and Services offered in the retirement markets, including but not limited to recordkeeping and other financial services.

"**Information Security Breach**" has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

"**Investment Options**" means those investment options made available under the Plan based on Plan Sponsor or another Plan investment fiduciary designated by the Plan Sponsor (other than Empower or one of its Affiliates).

"**Participant**" shall mean an employee, former employee, participant, former participant, member, beneficiary or alternate payee who is or may be entitled to participate in or receive benefits under the Plan.

"**Personal Data**" has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

"**Plan Administrator**" means a designated employee or committee, or a third party retained by Plan Sponsor or named in the Plan (other than Empower or one of its Affiliates), to be the "plan administrator" and "named fiduciary" as defined by applicable law.

"**Plan Data**" has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

"**Plan Sponsor**" means the Plan Sponsor identified above, the Plan Administrator, named fiduciaries, and other delegates of the Plan Sponsor (other than Empower or one of its Affiliates) as dictated by the context.

"**Services**" means the services provided by Empower or an Empower Affiliate, as applicable, acting as a service provider Directed by the Plan Sponsor to perform such Services under an applicable Schedule. Empower shall provide the Services in a non-fiduciary capacity (except where Empower acknowledges its fiduciary status in writing). The provision of Services shall be governed by the terms and conditions set forth in this Agreement, by applicable law and regulations and any additional terms and conditions contained in the applicable Schedule.

2. SCOPE OF THE AGREEMENT

This Agreement sets forth the terms and conditions pursuant to which Plan Sponsor may receive Services from Empower or an Empower Affiliate, as the case may be, pursuant to a separate Services Schedule attached hereto. These terms and conditions will be deemed to be incorporated by reference into each and every Schedule entered into between the parties. Each Schedule will be a separate agreement between Plan Sponsor and the Empower Affiliate that enters into the Schedule. All references to "Empower" in this Agreement will be deemed references to Empower or the Empower Affiliate, as the case may be, that entered into the Schedule.

3. FEES/CHARGES & FEE DISCLOSURES

3.1 Fees / Charges. Plan Sponsor agrees to pay Empower for the Services. Unless otherwise Directed by the Plan Sponsor, the Plan Sponsor hereby Directs Empower to deduct applicable Plan expenses from the Plan and/or Participant accounts, as applicable.

4. CONFIDENTIALITY

4.1 Confidential Information. In order to perform the Services, both parties may have access to certain information of the other party, including, without limitation, trade secrets, commercial and competitively sensitive information of the party related to business methods or practices, and proprietary software or websites of a party ("**Confidential Information**"). For the purpose of clarity, any software or website owned, licensed, or made available by Empower ("**Empower Software**") is Confidential Information of Empower. The parties mutually agree to hold all Confidential Information of the other party in confidence and not to disclose any Confidential Information of the other party to anyone except the parties' Affiliates, suppliers, and respective personnel in connection with the performance or receipt of Services hereunder, or as otherwise directed or approved by the other party or its agents. Confidential Information does not include: information that is otherwise in the public domain through no action of the non-disclosing party; information that is acquired by a party from a person other than the other party or its agents without any obligation of confidentiality; or information that is independently developed by a party without reference to the Confidential Information of the other party.

4.2 Permitted Disclosures of Confidential Information.

4.2.1 Legally Required Disclosures. In the event a party is required to make a legally required disclosure of the other party's Confidential Information, such party shall notify the other party of the disclosure as soon as reasonably practicable and shall cooperate with any efforts by such party to obtain protective treatment of such Confidential Information to the extent permitted by law. The foregoing shall not apply to (i) broad-based regulatory examinations associated with a party's general business or operations; (ii) disclosures made in conjunction with a law enforcement investigation or inquiry; (iii) or where notice is prohibited by law. For purposes of Rule 14(b)-1 and Rule 14(b)-2 of the Securities Exchange Act

of 1934, as amended from time to time, Plan Sponsor authorizes Empower, and/or its Affiliates and services providers, to provide the name, address and share position of the Plan with respect to any class of securities registered under the Investment Company Act of 1940 when requested by such SEC registrant for purposes of shareholder meetings. The above-referenced rules prohibit the requesting SEC registrant from using the Plan's name and address for any purpose other than corporate communications of the type contemplated under the rules.

4.2.2 Authorized Disclosures. Plan Sponsor authorizes Empower to disclose Data to Empower's Affiliates and service providers in connection with Empower's performance of Services under this Agreement. In addition, Plan Sponsor authorizes Empower to disclose Data to Plan Sponsor's advisors, third-party administrators, service providers (such as payroll providers) and representatives authorized by Plan Sponsor in writing to receive such Data. Empower may use and disclose, for benchmarking and research purposes, de-identified Data that is aggregated with other anonymized data of a similar nature across Empower's client base in a manner that makes such Data unidentifiable to a particular individual or plan. Empower's current Privacy Notice is attached to this Agreement, but shall not lessen any of Empower's obligations regarding Personal Data hereunder. Plan Sponsor agrees that any changes to the Privacy Notice may be delivered to Plan Sponsor through the Plan Service Center or by email to designated representatives of the Plan Sponsor.

4.2.3 Disclosures of Personal Data to Plan Sponsor. Plan Sponsor may direct Empower to provide Plan Sponsor or its designated agent with information (which may include Personal Data) received from or in relation to Participants in connection with the performance of Services under this Agreement, which may include private information shared by the Participant during recorded phone calls and written or electronic correspondence.

5. DATA PROTECTION

5.1 Mutual Obligation to Protect Data. Empower and Plan Sponsor each agree to maintain and hold in confidence all Data and Confidential Information, as applicable, received in connection with the performance of Services under this Agreement. Empower and Plan Sponsor agree that their collection, use and disclosure of all Data is and will at all times be conducted in compliance with all applicable Data Protection Laws. Each party will implement, support, and maintain appropriate physical and logical security measures designed to secure Data, and will take all commercially reasonable organizational and technical steps to protect against unlawful and unauthorized processing of Personal Data. In accordance with the foregoing, Empower maintains a comprehensive data security program designed to safeguard Data and access to the Empower Software and systems, as further set forth in the Data Security & Privacy Addendum attached hereto as Exhibit 1.

5.2 Mutual Notice of an Information Security Breach. The parties will promptly notify each other in the event of an Information Security Breach. Such notice shall include: (i) the consequences of the breach, including (without limitation) any potential impact on the other party's security measures, systems, Data, Confidential Information, or the Empower Software; and (ii) the corrective action taken to remedy the breach. In addition to the foregoing, Plan Sponsor will notify Empower immediately upon discovering a compromise of the security and/or log-on credentials of any Plan Sponsor employee or agent that has a plan administration role in Empower's system.

6. BUSINESS CONTINUITY & DISASTER RECOVERY

Empower will maintain business continuity and disaster recovery procedures to address the security, integrity and availability of the technology, operational, financial, human and other resources

required to provide mission-critical Services in the event of a natural disaster or other interruption of normal business operations. Such procedures will be tested at least once annually. GWFS Equities, Inc.'s current Business Continuity Plan Notice is attached to this Agreement. By executing this Agreement, Plan Sponsor acknowledges receipt of this Notice.

7. RECORDS & AUDIT

7.1 Record Retention. Empower shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy and as required by law. Subject to the foregoing, each party agrees to return or destroy the other party's Confidential Information and Data once it is no longer required for the purpose of performing or receiving the Services, provided that the parties are not obligated to destroy copies of Confidential Information or Data that must be retained for audit, legal or regulatory purposes, or that is stored in non-readily accessible electronic format, such as on archival systems; in such cases Empower's data protection obligations shall continue until such Data is destroyed in accordance with Empower's record retention policy.

7.2 SSAE 18. Each year upon the request of Plan Sponsor, Empower will provide a copy of the review performed by Empower's external auditors under the "Statement of Standards for Attestation Engagements Number 18, Attestation Standards: Clarification and Recodification" of the American Institute of Certified Public Accountants ("**SSAE18**") SOC 1, or any new or replacement standard or protocol established by the American Institute of Certified Public Accountants.

7.3 Audit. During the term of this Agreement, Plan Sponsor, at Plan Sponsor's sole cost and expense, shall have the right, once per year and with 30 days' advance notice to Empower, to review and perform operational and administrative audits (collectively, an "**Operational Audit**") of the Services. Empower will provide up to 40 hours of audit assistance, per year, at no additional cost to Plan Sponsor. Any Operational Audit requested pursuant to this Section will be performed in a reasonable time, place and manner so as not to disrupt Empower's normal business. Plan Sponsor may use a third party to perform such Operational Audit, provided, however, that no third party may perform an Operational Audit hereunder except pursuant to such third party's signature to Empower's confidentiality agreement. Such audit will be limited to Plan records, data and information related to the Plan, and will not require Empower to divulge confidential or proprietary information.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Plan Sponsor Materials. As between the parties hereto, excluding the Empower Materials (as defined below), Plan Sponsor shall own materials, trademarks, trade names, logos, trade dress, and other Confidential Information provided or made accessible by Plan Sponsor to Empower for use in providing the Services (collectively, the "**Plan Sponsor Materials**"). Plan Sponsor grants Empower a limited, revocable right and license to use Plan Sponsor's name, logo, and trademarks in materials created by Empower in connection with providing the Services. Nothing contained herein shall prohibit Empower from referencing client partnerships in the normal course of public-relations communications or in materials prepared at the request of prospective clients.

8.2 Empower Materials. As between the parties hereto, Empower and its Affiliates shall own all materials, documentation, user guides, forms, templates, business methods, trademarks, trade names, logos, websites, Empower Software, technology, computer codes, domain names, text, graphics, photographs, artwork, interfaces, and other information or material provided by Empower or its Affiliates hereunder (collectively, the "**Empower Materials**"). Empower grants to Plan Sponsor and Participants (as applicable) a non-exclusive, non-transferable license to use the Empower Materials during the term of the

Agreement for purposes of using Empower's Services hereunder and subject to the terms and conditions set forth in this Agreement and any terms of use associated with Empower Software. All rights with respect to the Empower Materials not specifically granted hereunder are reserved by Empower.

9. LIABILITY & INDEMNIFICATION

9.1 Empower agrees to indemnify the Plan Sponsor from and against any and all expenses, costs, reasonable attorneys' fees, settlements, fines, judgments, damages, liabilities, penalties or court awards asserted by a third party (collectively, "**Damages**") to the extent resulting from Empower's breach of this Agreement, negligence, or willful misconduct. Notwithstanding anything to the contrary herein, Empower shall not be liable to Plan Sponsor for any Damages resulting from: 1) any acts or omissions undertaken at the Direction of the Plan Sponsor or any agent or any third party authorized by Plan Sponsor to provide Direction to Empower, including but not limited to prior service providers, investment advisors, or any authorized agent thereof; 2) any performance of the Services that is in strict compliance with the terms of this Agreement; or 3) Plan Sponsor's or its designee's failure to provide accurate documents, material, information or data to Empower or its Affiliates, as applicable on a timely basis.

9.2 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT) EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 Insurance. Empower will, at its own cost and expense, procure and maintain in full force and effect throughout the term of this Agreement insurance coverage that is reasonably appropriate to the Services provided under this Agreement and any Schedule hereto. The requirements in this section are not intended to, and will not in any way, limit or qualify the liabilities and obligations of Empower under this Agreement.

10. DISPUTE RESOLUTION

The parties shall engage in reasonable and good faith discussions to resolve any dispute arising out of or relating to this Agreement. If the parties are unable to agree between themselves, the parties will submit the dispute to non-binding mediation conducted by a private mediator agreed to by both parties. If the parties cannot agree on a mediator, the mediator may be selected by a nationally recognized, independent arbitration or mediation organization to which the parties mutually agree. The costs of mediation shall be borne equally by the parties, and each party shall pay its own expenses. If the parties are unable to resolve the dispute through non-binding mediation, either party may initiate litigation; provided, however, that if one party requests mediation and the other party rejects the proposal or refuses to participate, the requesting party may initiate litigation immediately upon such refusal.

11. TERM & TERMINATION

11.1 Term & Termination. This Agreement shall be in effect commencing on the Effective Date set forth above and continuing for a one (1)-year period through July 1, 2023, with the option to exercise two (2) additional one (1)-year renewal periods. In the event this Agreement should terminate or expire

prior to the completion date designated in any Schedule, such Schedule shall terminate concurrently with the Agreement.

11.2 Termination for Convenience. This Agreement or any Schedule attached hereto may be terminated by either party by delivering ninety (90) days advance written notice to the other party. The termination of this Agreement shall also operate as a termination of all Schedules hereto.

11.3 Termination for Default. Either party may, upon written notice, terminate this Agreement or any Schedule attached hereto if the other party materially breaches or is in default of any material obligation hereunder, which default is incapable of cure, or which being capable of cure, has not been cured within ninety (90) days after receipt of notice of such default from the non-defaulting party, or within such additional cure period as mutually agreed upon by the parties.

11.4 Transition Assistance Services. Upon termination for any reason, Empower will provide to Plan Sponsor the deconversion and transition assistance services set forth in the Recordkeeping Services Schedule, attached hereto. For the avoidance of doubt, this Agreement will govern the transition assistance services provided.

12. MISCELLANEOUS

12.1 Affiliates & Agents. Plan Sponsor acknowledges and agrees that Empower may utilize the services of Affiliates, agents and suppliers selected by Empower. Empower's use of any such party will not relieve Empower of its obligations hereunder, and Empower shall at all times remain liable for the performance of the Services hereunder. Notwithstanding the foregoing, and notwithstanding that Empower and Plan Sponsor are entering into this Agreement, the obligations under each Schedule are solely the obligations of the Empower Affiliate that entered into that Schedule (including the terms of this Agreement that are incorporated therein by reference), and neither Empower nor any Empower Affiliate shall be jointly and severally liable with any other Empower entity. Neither Empower nor any Empower Affiliate shall be the guarantor of the obligations of any other Empower Affiliate.

12.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Neither party nor its personnel shall be considered employees of the other party for any purpose. None of the provisions of this Agreement shall be construed to create an agency, partnership or joint venture relationship between the parties or the partners, officers, members or employees of the other party by virtue of either this Agreement or actions taken pursuant to this Agreement. The parties shall bear sole responsibility for all taxes, assessments and other real property related levies on their owned or leased real property, personal property (including software), franchise and privilege taxes on their business, and taxes based on their net income or gross receipts. If applicable, the parties shall reasonably cooperate to more accurately determine each party's tax liability and to minimize such liability to the extent legally permissible.

12.3 No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their Affiliates and is not intended to confer any rights or remedies upon any other person.

12.4 Assignment. This Agreement shall be binding upon and inure to the benefit of each of the parties, their Affiliates, successors and permitted assigns; provided, however, that neither party may assign its rights or obligations hereunder without the other party's prior written consent. Notwithstanding the foregoing, a party may assign this Agreement in connection with: (i) the sale of substantially all of its assets or the assets of any business unit to an entity that assumes the assignor's obligations under this Agreement; (ii) a merger, acquisition or divestiture; and/or (iii) a transfer to a parent or Affiliate, in each case without the other party's consent.

12.5 Entire Agreement. Each Schedule, including any Exhibits, notices and attachments (including an incorporation by reference of the terms and conditions of this Agreement), constitutes the entire agreement of the parties thereto with respect to the subject matter thereof and supersedes all prior drafts, agreements, negotiations and proposals, written or verbal, relating to the Services contained in the applicable Schedule. This Agreement or any Schedule may be amended by written agreement of the parties; for that purpose, emails do not constitute signed writings. Notwithstanding the foregoing, Empower may add or enhance the Services, update the method of providing the Services without any reduction in service, or modify the Services to comply with applicable laws by providing written notice to Plan Sponsor at least 30 days in advance of the effective date of such change, provided that Plan Sponsor may opt out of certain Services that directly impact Participants and any changes that result in an increase in fees to the Plan. Any Empower notices or policies that are attached to or referenced in this Agreement may be modified by Empower at any time, provided that such modifications shall not materially degrade the rights or protections set forth therein. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of such provision or any other provision hereof and no waiver shall be effective unless made in writing.

12.6 Governing Law; Waiver of Jury Trial. Unless and to the extent provided otherwise in a Schedule hereto, this Agreement shall be construed and enforced in accordance with and governed by the laws of the state of California, without regard to conflict of law principles, and any claim arising under or related to this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts located in California. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

12.7 Force Majeure. Neither Empower nor Plan Sponsor shall be liable to the other for any and all losses, damages, costs, charges, attorney fees, payments, expenses or liability due to delay or interruption in performing its obligations hereunder, and without the fault or negligence of such party, due to causes or conditions beyond its control, including, without limitation, labor disputes, riots, war and war-like operations including acts of terrorism, explosions, sabotage, civil disturbance, governmental restriction, transportation problems, failure of power or other utilities including phones, internet disruptions, fire or other casualty, natural disasters, epidemics, pandemics, acts of God, disruptions in orderly trading on any relevant exchange or market, or any other cause that is beyond the reasonable control of either party.

12.8 Severability. The provisions of this Agreement are severable, and if for any reason a clause, sentence, paragraph or provision of this Agreement is determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity will not affect other provisions of this Agreement that can be given effect without the invalid provision.

12.9 Notices. All formal notices required by this Agreement will be in writing and shall be sent to Empower as set forth below and to the most current Plan Sponsor and trustee address on file with Empower. All notices sent shall be effective upon receipt.

Notice To Empower:
Empower Retirement, LLC
8515 East Orchard Road
Greenwood Village, CO 80111
Attn: Market Segment Head

With a copy to:
Empower Retirement, LLC

8515 East Orchard Road
Greenwood Village, CO 80111
Attn: General Counsel

12.10 Headings; Defined Terms; Counterparts. Section headings used in this Agreement are intended for reference purposes only and shall not affect the interpretation of this Agreement. Unless the context requires otherwise, capitalized terms defined in this Agreement have the meanings set forth herein for all purposes of this Agreement, including any Schedules or Exhibits. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties' execution and delivery of this Agreement by facsimile, email, or electronic copies shall have the same force and effect as execution and delivery of an original.

12.11 No Tax or Legal Advice. Nothing in this Agreement is intended to constitute legal or tax advice from Empower to Plan Sponsor, or to any other party. Plan Sponsor understands that Empower has not given and may not give legal advice. All issues should be reviewed and discussed with Plan Sponsor's legal counsel and/or tax adviser.

12.12 Survival. The provisions of the following sections shall survive the termination of this Agreement: Fees & Charges; Confidentiality; Data Protection; Record Retention; Intellectual Property Rights; Indemnification; Limitation of Liability; Dispute Resolution; Governing Law; Waiver of Jury Trial; Survival; Severability; Transition Assistance Services; No Tax or Legal Advice; No Third-Party Beneficiaries; and any other section that would by its context be reasonably expected to survive termination.

12.13 Signatures/Corporate Authenticity. By signing this Agreement, the parties certify that they have read and understood it, that they agree to be bound by its terms, and that they have the authority to sign it. This Agreement is not binding on either party until signed by both parties.

12.14 Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures reasonably believed to be genuine on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

EXHIBIT 1:
DATA SECURITY & PRIVACY ADDENDUM

This Data Security & Privacy Addendum applies to Empower and its Affiliates and describes how Empower protects Personal Data and Plan Data (the "**Addendum**"). Capitalized terms used but not defined herein have the meanings given to them in the Master Service Agreement executed by Empower and Plan Sponsor under which Empower provides services to Plan Sponsor ("**Agreement**").

1. Definitions. The following terms have the meanings set out below and similar terms shall be construed accordingly:

"**Data**" means Personal Data and Plan Data.

"**Data Protection Laws**" means any law with respect to the protection of Personal Data that is applicable to Empower's Services under the Agreement or any Schedule thereto.

"**Information Security Breach**" means a confirmed compromise of an information system within the authority or responsibility of Empower that results in: (i) the unauthorized acquisition, disclosure, modification or use of unencrypted Personal Data, or encrypted Personal Data where the encryption key has also been compromised; and (ii) a reasonable likelihood of identity theft or fraud against a data subject in the Plan. An Information Security Breach includes, without limitation, theft and/or malicious use of Data by Empower personnel. A good faith but unauthorized or unintentional acquisition, disclosure, modification or use of Personal Data by an employee or contractor of Empower or a party who has signed a confidentiality agreement with Empower does not constitute a Security Breach if the Personal Data is not subject to further unauthorized acquisition, disclosure, loss, modification, or use.

"**Personal Data**" shall mean information that identifies or is reasonably capable of being associated with a Participant in the Plan or an eligible employee of Plan Sponsor, and includes personally identifiable financial information as defined by Title V of the Gramm-Leach-Bliley Act, but excluding data that is publicly-available and data from which individual identities have been removed and that is not linked or reasonably linkable to any individual.

"**Plan Data**" shall mean non-public Plan level information that is provided to Empower in connection with receipt of the Services. Plan Data excludes data that is de-identified and aggregated for benchmarking and research purposes.

"**Subprocessor**" means any person (including any third party service provider and any Empower Affiliate, but excluding personnel employed by such parties) engaged by Empower to process Personal Data.

2. Direction. Plan Sponsor Directs Empower and its Affiliates (and authorizes Empower and its Affiliates to Direct each Subprocessor), where applicable, to process Personal Data as follows: (a) processing in accordance with the Master Agreement and any amendments thereto as executed by the parties; and (b) processing initiated by Participants in their use of the Services. Plan Sponsor represents that it is and covenants that it will at all relevant times remain duly and effectively authorized to give the Direction set out herein.

3. Security. In order to protect Personal Data, Empower will implement appropriate technical and organizational measures designed to protect Personal Data in accordance with the requirements of any

Data Protection Laws. In addition to the foregoing, Empower's security program shall conform to the commitments described below.

4. Subprocessing. Plan Sponsor hereby agrees that Empower may engage its Affiliates and third parties as Subprocessor in connection with the provision of Services under the Agreement. Empower shall carry out reasonable due diligence as appropriate to the nature of each Subprocessor's services to ensure that the Subprocessor is capable of providing the level of protection for Personal Data required by the Information Security Policies. Upon request, Empower shall make available a current list of any material Subprocessors that have access to Personal Data; the parties hereto agree that such list is the Confidential Information of Empower and subject to the confidentiality provisions of the Agreement.

5. Data Subject Rights. Empower responds to any request from a Participant under applicable Data Protection Laws (such as "Right to Know" requests) as required by applicable Data Protection Laws. Empower will advise Plan Sponsor of any such request that requires Plan Sponsor's assistance or response, and in such case the parties shall cooperate with respect to the response to such Participant.

6. Data Security. Empower's Information Security Policies and related policies address the management of information security, the security controls employed by the organization. These policies include, without limitation:

6.1 An Information Security Board that is responsible for the development, implementation, and ongoing maintenance of Empower's data security.

6.2 Documented policies ("**Information Security Policies**") that Empower formally approves, internally publishes, communicates to appropriate personnel and reviews at least annually. Empower's Information Security Policies shall (i) mandate the secure protection and handling of confidential data, (ii) comply with applicable laws, (iii) conform to or exceed applicable industry standards for the retirement plan services industry, and (iv) documented, clear assignment of responsibility and authority for data security-related activities.

6.3 Policies covering acceptable computer use, record retention/destruction, information classification, cryptographic controls, access control, network security, removable media, remote access, mobile computing and wireless access.

6.4 Regular testing of the key controls, systems and procedures, including (i) testing of information technology general controls (ITGC) at least annually or whenever there is a material change in business practices, and (ii) infrastructure penetration tests and scans against internet-facing points of presence. Empower will correct vulnerabilities or security issues discovered through such assessments in a manner and time frame consistent with established standards.

6.5 Policies and procedures designed to protect the security of Plan Data and Personal Data that is accessible to, or held by, Empower's third party suppliers. Such policies shall be based on Empower's Information Security Policies, and shall address, as applicable: (i) the identification and risk assessment of such supplier; (ii) minimum cybersecurity standards required to be met by such suppliers; (iii) due diligence processes used to evaluate the adequacy of cybersecurity practices of such suppliers; and (iv) periodic assessment of such suppliers based on the risk they present and the continued adequacy of their cybersecurity practices.

6.6 Use of appropriate administrative, technical and operational measures designed to ensure Personal Data and Plan Data is secure.

6.7 Monitoring, evaluating and adjusting, as appropriate, its data security protocols summarized herein, in light of relevant changes in Data Protection Laws, Services, technology or industry security standards, the sensitivity of data collected or processed by Empower in the provision of its Services, and evolving internal or external risks. Empower may make such updates to its data security protocols and the terms hereof at any time without notice so long as such updates maintain a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data or Plan Data.

7. Risk Management. Empower has a risk assessment program that includes regular risk assessments and management for risk identification, analysis, monitoring and reporting.

8. Human Resources.

8.1 Acknowledgements. Empower shall provide training on its information security practices to its personnel at least annually. Empower personnel shall acknowledge their information security and privacy responsibilities under Empower's policies.

8.2 Personnel Controls. Empower completes appropriate pre-employment background checks and screening on its personnel, and requires personnel to complete initial security training at the time they are first employed with Empower and annually thereafter. All personnel attest annually to Empower's Code of Business Conduct and Ethics, which enforces the tenets of Empower's Information Security Policies and its privacy policies. Empower has disciplinary processes for violations of information security or privacy requirements, and promptly removes personnel access to Plan Data or Personal Data upon termination or applicable role change.

9. Physical and Environmental Safety.

9.1 Physical and Environmental Security Controls. Empower has appropriate physical and environmental controls to protect Empower's equipment, assets, and facilities used to provide services. Physical security includes, without limitation (i) physical security in the protection of valuable information assets of the business enterprise; and (ii) the provision of protection techniques for the entire facility, from the outside perimeter to the inside office space, including the datacenters and wiring closets.

9.2 Ongoing Operations. Empower protects its facilities and systems containing Data from failures of power, networks, telecommunications, water supply, sewage, heating, ventilation, and air-conditioning.

10. Communications and Operations Management.

10.1 Controls. Empower has policies and procedures in place for communications and operations management controls. Such controls address: hardening, change control, segregation of duties, separation of development and production environments, network security, virus protection, patch management, media controls, data in transit, encryption, audit logs, and time synchronization.

10.2 Operations Security. Empower's Information Security Policies mandate ongoing operations security requirements, including but not limited to, installing or maintaining (i) security patches for operating systems and applications within standard timeframes based on severity; (ii) industry standard versions of operating systems, software and firmware for system applications and components; and (iii) up-to-date system security agent software which includes updated malware and virus definitions.

11. Access Control.

11.1 Access Control. Empower utilizes access controls designed to ensure that only Empower personnel with the proper need and authority can access its internal recordkeeping system and associated data. Empower's access controls include but are not limited to: limiting access to personnel with a requirement to view Personal Data; establishing least-privilege controls to protect systems and Personal Data; generation of audit trails; periodic review and approval of personnel who need to access the Empower recordkeeping system; and termination of personnel access promptly following severance from employment.

11.2 Authentication. Empower authenticates user identity through appropriate authentication controls such as strong passwords, token devices, or biometrics. Passwords must meet minimum length and complexity requirements.

11.3 Remote Access to Empower Systems. Empower uses multi-factor authentication for remote access to its systems.

12. Information Systems Acquisition, Development and Maintenance.

12.1 Systems Development Security. Empower addresses security as part of information systems development and operations and follows secure coding methodologies based on application development security best practices.

12.2 Software Security Management. Empower's information systems (including operating systems, infrastructure, business applications, off-the-shelf products, services and user-developed applications) adheres to the information security standards set forth in Empower's Information Security Policies.

12.3 Vulnerability Assessments/Ethical Hacking. Empower performs vulnerability assessments and penetration testing against Internet-facing points of presence. Empower corrects vulnerabilities or security issues discovered through such assessments in a manner and time frame consistent with established standards set forth in Empower's Information Security Policies.

12.4 Cryptography. Empower uses cryptography techniques that assist Empower with preventing the unauthorized capture, modification of or access to data or information. Empower uses standard encryption algorithms that follow up-to-date encryption standards and industry practices. Such cryptography techniques may include but are not limited to: encryption of sensitive data sent across external communication lines; requirement of minimum 128-bit encryption TLS encryption for web browsers; and encryption of Personal Data while stored on laptops, mobile devices, and in recordkeeping databases.

13. Information Security Breach Management.

13.1 Incident Management Program. Empower maintains investigative measures and techniques for incident handling, including but not limited to: a formalized, enterprise-wide Computer Security Incident Response Team ("**CSIRT**"), and CSIRT processes which are tested at least annually.

13.2 Information Security Breach Response. Empower will notify Plan Sponsor after becoming aware of any Information Security Breach in accordance with all applicable Data Protection Laws. For the avoidance of doubt, Empower will (i) keep the Plan Sponsor informed of significant developments in connection with the investigation of such incident; (ii) investigate and assist any regulator or other governmental body with oversight over the Information Security Breach in investigating, remedying and

taking any other action regarding the Information Security Breach as appropriate or required by law; and (iii) provide Plan Sponsor with information about remedial measures that have been undertaken to prevent such Information Security Breach from reoccurring. In the event that individual or regulatory notifications are required under applicable Data Protection Laws, the parties will cooperate with respect to notifications. To the extent the Information Security Breach is caused by Empower's failure to abide by its obligations as set forth in this Addendum, Empower shall bear the costs of such notifications and provision of credit monitoring services to affected individuals to the extent required by law or otherwise appropriate in Plan Sponsor's and Empower's reasonable judgment.

14. Plan Sponsor Assessment Rights.

14.1 Assessment via Security Assurance Package. Within the secure Plan Sponsor website provided by Empower, Empower provides documentation that supports and informs the reader about Empower's current security program and practices. These documents are referred to as the Security Assurance Package ("**SAP**"), which currently consists of the following items: Security Program Overview document, SOC 1 report, SOC 2 report, available IT certification reports (e.g. Verizon CRP), and a completed SIG questionnaire with related supporting materials. (The SIG is a standardized document template created by the Shared Assessments Program, a consortium of leading financial institutions, the Big 4 accounting firms, and companies from a wide array of industries.)

14.2 Regulatory Assessment. If Plan Sponsor's governmental regulators require that Plan Sponsor perform an on-site audit of Empower's network security, as supported by evidence provided by Plan Sponsor, Plan Sponsor may conduct an on-site audit of Empower's network security, relevant to the security of Plan Data ("**Regulatory Audit**"). Unless a different notice or frequency is required by Plan Sponsor's governmental regulators, a Regulatory Audit may be conducted by Plan Sponsor once per year at a mutually agreed-upon time with at least 60 days' advance written notice to Empower. If a Regulatory Audit requires the equivalent of more than two business days of Empower Personnel's time to support such audit, Empower may charge Plan Sponsor an audit fee at Empower's then-current rates for each day thereafter.

14.3 Miscellaneous. This Addendum is governed by and incorporated into the Agreement. In the event of any conflict between the Agreement and this Addendum, the Agreement will prevail. Any capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Agreement.

EXHIBIT 2:
PROCEDURES FOR COMPLYING WITH FUND COMPANY MARKET TIMING AND EXCESSIVE TRADING

This Exhibit 2 shall apply to any Recordkeeping Services Schedule under the Master Services Agreement

PROCEDURES FOR COMPLYING WITH FUND COMPANY MARKET TIMING AND EXCESSIVE TRADING

The prospectuses, policies and/or procedures of certain fund companies require retirement plan providers offering their fund(s) to agree to restrict market timing and/or excessive trading ("prohibited trading") in their funds. The following procedures describe how we, as your recordkeeper, will comply with fund company instructions designed to prevent or minimize prohibited trading.

Various fund companies instruct intermediaries to perform standardized trade monitoring while others perform their own periodic monitoring and request trading reports when they suspect that an individual is engaging in prohibited trading. If an individual's trading activity is determined to constitute prohibited trading, as defined by the applicable fund company, the individual will be notified that a trading restriction will be implemented if prohibited trading does not cease. (Some funds may require that trading restrictions be implemented immediately without warning, in which case notice of the restriction will be provided to the individual and plan, if applicable). If the individual continues to engage in prohibited trading, the individual will be restricted from making transfers into the identified fund(s) for a specified time period, as determined by the applicable fund company. Individuals are always permitted to make transfers out of the identified fund(s) to other available investment options. When the fund company's restriction period has been met, the individual will automatically be allowed to resume transfers into the identified fund(s).

Additionally, if prohibited trading persists, the fund company may reject all trades initiated by the plan, including trades of individuals who have not engaged in prohibited trading.

Note: certain plan sponsors have or may elect to implement plan level restrictions to prevent or minimize individual prohibited trading. To the extent that such procedures are effective, we may not receive requests for information from the fund companies or requests to implement the restrictions described above.

10/16/07

EXHIBIT 3: PRIVACY NOTICE

PRIVACY NOTICE

REV 5/2021

FACTS	What does Great-West Life & Annuity Insurance Company (Empower Retirement) do with your personal information?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and account balances. • Retirement assets and transaction history. • Employment information and income. When you are no longer our customer, we continue to share your information as described in this notice.
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Empower Retirement chooses to share and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	**DOES EMPOWER RETIREMENT SHARE?**	**CAN YOU LIMIT THIS SHARING?**
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

QUESTIONS?	Call toll-free at **855-756-4738** or go to **empower-retirement.com/privacy**

WHO WE ARE	
Who is providing this notice?	Companies owned by Great-West Life & Annuity Insurance Company. A list of companies is provided at the end of this notice.
WHAT WE DO	
How does Empower Retirement protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include physical, technical and procedural safeguards, such as building and system security and personnel training.
How does Empower Retirement collect my personal information?	We collect your personal information, for example, when you: • Provide account information or apply for a loan. • Enter into an investment advisory contract or seek advice about your investments. • Tell us about your investment or retirement portfolio. We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes — information about your creditworthiness. • Affiliates from using your information to market to you. • Sharing for nonaffiliates to market to you. State laws and individual companies may give you additional rights to limit sharing.
DEFINITIONS	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Our affiliates include companies with the Empower, Empower Retirement or Great-West names, as listed below, and other financial companies such as Advised Assets Group, LLC and Empower Retirement, LLC.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *Empower does not share with nonaffiliates so they can market to you.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • *Empower doesn't jointly market.*
WHO IS PROVIDING THIS NOTICE?	
Great-West Life & Annuity Insurance Company; The Great-West Life Assurance Company (U.S. operations); Great-West Life & Annuity Insurance Company of New York; Great-West Financial Retirement Plan Services, LLC; Advised Assets Group, LLC; GWFS Equities, Inc.; The Canada Life Assurance Company (U.S. operations); Empower Retirement, LLC; Great-West Life & Annuity Insurance Company of South Carolina; Great-West Capital Management, LLC; Great-West Funds, Inc.; and Great-West Trust Company, LLC	

EXHIBIT 4: BUSINESS CONTINUITY PLAN NOTICE

GWFS Equities, Inc., a subsidiary of Great-West Life & Annuity Insurance Company and affiliate of Great-West Life & Annuity Insurance Company of New York* ("the Company") and Empower Retirement, LLC, maintains a comprehensive business continuity plan designed to respond reasonably and effectively to events that lead to significant business disruption, such as natural disasters, power outages, or other events of varying scope. This plan defines critical functions and systems, alternate work locations, vital books and records, and staff resources, and provides for the continuation of business operations with minimal impact, depending on the severity and scope of the disruption. The plan is reviewed and tested no less than once annually to ensure that the information in the plan is kept current and that documented recovery and continuity strategies adequately support its business operations. Of utmost importance to the plan is the ability for customers to maintain access to securities accounts and assets in those accounts.

In the event that one of the contact centers or back office operation facilities becomes unavailable for any reason, calls would be re-routed to one of the firm's alternative contact center or operations facilities.

In the event of a significant business disruption to the primary office and/or data center, access to customer accounts will be provided via the Company's Web site and voice response system, operated from an alternative data center. Customer service will continue to be provided by re-routing telephone calls to a contact center located in one or more alternative sites located outside of the region. Secure work from home solutions are available for all staff.

While no contingency plan can eliminate the risk of business interruption, or prevent temporary delays with account access, the firm's continuity plan is intended to mitigate all reasonable risk and resume critical business operations within 24 hours or the next business day, whichever is later.

* Recordkeeping and administrative services are provided by Empower Retirement, LLC, and in New York, Great-West Life & Annuity Insurance Company of New York, or one of its subsidiaries or affiliates. Securities offered in your account may be offered through another broker/dealer firm other than GWFS Equities, Inc., a wholly owned subsidiary of Great-West Life & Annuity Insurance Company. Please contact your investment provider for more information if needed.

This disclosure is subject to modification at any time. The most current version of this disclosure can be found on the Web site or can be obtained by requesting a written copy by mail.

BCP – GWFS Customer Notice (Ed. Feb. 2021)

SCHEDULE A:
RECORDKEEPING SERVICES SCHEDULE
FOR THE

LIST OF PLANS

1. CITY OF STOCKTON, DEFERRED COMPENSATION PLAN AND TRUST - A 457 PLAN ("457(b) Governmental") Group Account Number: 061361-0001-0000

1. GENERAL

This Recordkeeping Services Schedule ("**Schedule**") is a separate agreement between the parties hereto and incorporates the terms and conditions of the Agreement ("**Agreement**") between Empower Retirement, LLC and Plan Sponsor. All references to "Empower" in this Schedule are deemed to be references to Empower or the Empower Affiliate, as the case may be, that enters into this Schedule. Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement. Any conflict between this Schedule and the terms of the Agreement shall be resolved in favor of the Agreement, unless this Schedule specifically states that its provision will prevail.

2. SCHEDULE TERM

2.1 The Effective Date of this Schedule is July 1, 2022 ("**Schedule Effective Date**"). Unless terminated in accordance with the termination provisions at Section 11 of the Agreement, this Schedule shall remain in full force and effect. The termination of this Schedule shall also operate as a termination of all Schedules to the Agreement.

2.2 Upon termination, Plan Sponsor Directs Empower to deduct any and all outstanding expenses and fees owed to Empower from the Plan's trust on the termination date, unless paid by the Plan Sponsor. Plan Sponsor agrees to amend the Plan, if necessary, to provide for the payment of expenses from the Plan consistent with the foregoing. Upon termination of this Schedule, Empower will cease to provide the Services herein. Plan Sponsor acknowledges that after the termination of this Schedule, Plan Sponsor will be responsible for performing all actions required to be taken with respect to the Plan including, but not limited to: processing of contributions, loans and distributions, and the distribution of forms to Participants. On and after the actual date of termination of this Schedule, Empower shall have no further obligations hereunder except as set forth in the Transition Assistance section.

3. NATURE OF EMPOWER'S SERVICES

3.1 Services. Empower will provide the Services set forth in this Schedule or as further described in the Exhibits attached hereto.

3.2 Fiduciary Status. Except with respect to any Services for which Empower has specifically agreed to act as a fiduciary under this Schedule, Plan Sponsor acknowledges that (i) Empower acts as a non-discretionary service provider Directed by the Plan Sponsor or other Plan fiduciary and, as authorized by the Plan Sponsor, by Participants; and (ii) performance of the Services do not involve the exercise of any discretion in the administration or management of the Plan that would cause Empower to be a fiduciary or a Plan Administrator as defined under the Code, ERISA, the Investment Advisors Act of 1940, or state law, as applicable. The Plan Sponsor has appointed a Plan Administrator that has discretionary authority for the administration and management of the Plan. The parties agree that Empower will not perform a

Service that could cause it to have discretionary authority or responsibility for the administration or management of the Plan or disposition of Plan assets. Empower shall not render, or have any authority or responsibility to render, investment advice for a fee or other compensation, direct or indirect, with respect to any Plan assets, except as specifically provided for under this Agreement.

4. PLAN SPONSOR RESPONSIBILITIES

Plan Sponsor acknowledges that Empower cannot effectively perform the Services without Plan Sponsor's cooperation. Accordingly, Plan Sponsor acknowledges and agrees that it will fulfill the following duties and obligations:

4.1 Provision of Information. Plan Sponsor or its designee, including any third parties retained by or on behalf of the Plan or Plan Sponsor, will provide all information necessary for Empower to perform the Services in a manner and format that does not require manual intervention or manipulation by Empower. Plan Sponsor acknowledges and agrees that Empower shall not bear any responsibility for any penalties or other costs incurred as a result of Plan Sponsor's failure to provide such information in a timely manner. Plan Sponsor further acknowledges and agrees that Empower may charge an additional fee if any necessary information is not provided on a timely basis, or in an electronic format usable by Empower without any manual intervention or manipulation. Plan Sponsor agrees that Empower shall be entitled to fully rely upon the accuracy and completeness of information Plan Sponsor submits and that Empower shall have no duty or responsibility to verify such information. If, as a result of incorrect or incomplete information furnished by Plan Sponsor, it becomes necessary to repeat any calculation or service, complete any new forms or revise any completed forms, Empower reserves the right to charge an additional fee. Each party agrees to bear its own transmission costs and is solely responsible for its own acts and omissions relating to transmitting, receiving, storing and handling documents and information, including the maintenance of all equipment, software and testing necessary to effectively, reliably and securely send and receive such documents and information.

4.2 Remitting Contributions and Allocation Instructions. Plan Sponsor agrees that it is solely responsible for collecting and remitting all initial and recurring contributions and loan repayments to Empower electronically via Empower's plan sponsor website, or another mutually agreed-upon manner within the time prescribed by applicable law. Plan Sponsor acknowledges that Empower is not responsible for monitoring the amount and/or timeliness of such contributions and loan repayments.

4.3 Plan Document Responsibilities. Plan Sponsor has the responsibility to ensure that the Plan documents are accurate and complete, to interpret Plan terms and to review the Plan document services provided by Empower, if any. Plan Sponsor is responsible to ensure that the Plan is being operated in accordance with its terms. Plan Sponsor shall provide Empower with a signed copy of the Plan document and all amendments to the Plan document within thirty (30) days after such document and/or amendment is adopted.

4.4 Investment Options. Plan Sponsor is responsible for the selection of all Investment Options based on Plan Sponsor's independent evaluation, or that of its registered investment advisor, consultant, broker or other agent, as applicable. Plan Sponsor must notify Empower in writing of the Investment Options intended to be serviced by Empower and such Investment Option services are only provided as agreed upon by Empower and may be subject to certain limitations or conditions. Plan Sponsor acknowledges that Empower or its Affiliates may receive fees from mutual fund families or other Investment Option Sponsors or their Affiliates for providing certain administrative or other services thereto ("**Fund Service Fees**") in connection with the Plan. Plan Sponsor may request additional information regarding such fees at any time. If the provider of an Investment Option causes an Investment Option to become

unavailable to the Plan, Empower will notify Plan Sponsor as soon as practicable after the Investment Option Sponsor notifies Empower.

4.5 Plan Sponsor Acknowledgement of Market Timing Procedures. Plan Sponsor acknowledges that the SEC requires mutual fund companies to establish procedures to prevent market timing and excessive trading. Plan Sponsor acknowledges receipt of, and agrees to adhere to, the terms and conditions of the Procedures for Complying with Fund Company Market Timing and Excessive Trading Policy attached as an Exhibit to the Agreement, as amended from time to time.

4.6 Payment of Plan Expenses. Plan Sponsor may Direct Empower in writing to deduct Plan expenses from the Plan to the extent Plan Sponsor has determined that deduction is specifically allowed by the Plan document and applicable law, and to remit to the party designated by the Plan Sponsor.

4.7 Plan Sponsor Direction to Perform the Services. In performing the Services, Empower is acting at the Direction of the Plan Sponsor or other fiduciary of the Plan by following the procedures set forth in a plan administration guide or similar procedural document provided by Empower to the Plan Sponsor, including by posting such procedural documents to the Plan Sponsor website. To the extent the procedures do not fully address a specific issue, the Plan Sponsor agrees to provide Direction in a manner reasonably requested by Empower, and Empower may rely upon any such Direction by a person that Empower reasonably believes to be authorized to act on behalf of the Plan Sponsor or other fiduciary. Plan Sponsor specifically intends that Empower will have no discretionary authority with respect to following such Direction.

4.8 Electronic Delivery. Empower will deliver plan-related documents to Participants under the Agreement in an electronic manner as described below.

4.8.1 Plan notices to be delivered by Empower via an email notice of the availability of the plan-related documents on the Participant website will be sent to an email address provided to Empower by the Participant or by Plan Sponsor. If Empower is not provided with an email address, notices will be delivered to the Participant via regular mail.

4.8.2 Empower will send an initial notification of default electronic delivery via regular mail to each Participant at least 10 days prior to delivering any plan-related documents via email. The initial notice of default electronic delivery will include the participant's email address that will be used to deliver notices of the availability of plan-related documents, a statement of the Participant's right to request and obtain a paper version of the documents and a statement of the option to opt out of electronic delivery and receive only paper versions of the documents.

4.8.3 If an email notice of availability of a plan-related document is returned undeliverable, Empower will send the notice to another email on file for the Participant. If no other email is on file for the Participant or such other email is also returned undeliverable, plan related documents will be delivered via regular mail to the Participant until such time as Empower is provided another email address for the Participant.

4.8.4 Participants may request to receive one paper copy of a plan-related document for no cost. In addition, Participants may opt out of electronic delivery and request that their plan-related documents be delivered via regular mail at any time.

4.9 Review of Reports. Plan Sponsor is responsible for reviewing and monitoring reports made available by Empower (whether provided electronically, by posting on an Empower website, or otherwise) regarding Plan activity, transactions and investments to verify that the transactions indicated in

the reports properly reflect the Direction provided by the Plan Sponsor. Empower's performance of its obligations under this Agreement shall be presumed to be accurate unless Plan Sponsor provides Empower with proper notice of discrepancies.

4.10 Error Correction.

4.10.1 Transactional and Operational Errors.

4.10.1.1 Transactional Errors. If Empower does not accurately process contribution, distribution, or investment instructions provided in good order by a Participant or the Plan Sponsor (e.g., investment allocation of Plan contributions, investment exchanges or transfers, or timely processing of a Plan distribution) and the issue is timely brought to Empower's attention, Empower will, at its own expense, retroactively correct the Plan or Participant account to reflect its adjusted financial position had the error not occurred, including any investment earnings and reduced by any investment losses. If the issue is not timely brought to Empower's attention, Empower may correct the error by adjusting the Plan or Participant account prospectively.

4.10.1.2 Plan Operational Errors. If Empower is timely notified that it has made an error that creates an operational or fiduciary issue for the Plan, Empower will, within a reasonable time after being notified of or discovering such error, notify the Plan Sponsor and describe the corrective option that Empower proposes to employ that is consistent with the Internal Revenue Service, Department of Labor, or other agency correction guidelines, where applicable, and Plan Sponsor shall review the proposed correction option. Unless the Plan Sponsor objects to such proposed correction and requests an alternate correction option within five (5) business days after receiving notice of Empower's suggested corrective option, the Plan Sponsor Directs Empower to promptly process the correction in accordance with the proposal, at Empower's expense. If Empower's proposed correction is consistent with Internal Revenue Service, Department of Labor, other agency correction guidelines, or other guidance, but the Plan Sponsor requests an alternate correction method resulting in expenses in excess of what Empower would have incurred under its proposed correction, the Plan Sponsor shall bear such additional expenses (including without limitation any attorney's fees, regulatory filing costs and additional net loss resulting from such method).

4.10.2 Trading Errors. If Empower does not accurately process a trade with the mutual fund company as Directed by the Plan Sponsor or as instructed by a Participant, then Empower will correct the share position at the mutual fund company as if the error had not occurred. In the event there are multiple funds or related errors in one or more funds involved, Empower will net gains and losses across all funds involved in the associated error(s). If the Plan Sponsor utilizes the services of a third-party trustee and/or custodian ("**Third-Party Trustee**"), Empower shall in no event be required to perform any correction: (i) for a trading error that results from an error or omission by the Third-Party Trustee, (ii) to be performed under the terms of any service arrangements between the Plan Sponsor and such Third-Party Trustee (the "**Third-Party Trust Agreement**"), (iii) that falls within error tolerance ranges under the Third-Party Trust Agreement, or (iv) that otherwise would exceed any requirements for error correction by the Third-Party Trustee under the Third-Party Trust Agreement.

4.10.3 The parties acknowledge and agree that Empower will have no liability for an error caused by acts or omissions of the Plan Sponsor, Participants or any other third party.

4.10.4 Duty to Mitigate. The parties acknowledge and agree that the Plan Sponsor, the Plan Administrator and Participants each have a duty to mitigate any errors so as to minimize the expenses that may be incurred to correct such errors by promptly reviewing transaction confirmations, account

statements and other Plan reports, as applicable, and providing notification of any error, providing timely approval of correction measures and taking such other reasonable steps as may be necessary (e.g., proactively transferring account holdings into the appropriate Investment Option).

4.10.5 Transactional Gain/Loss Compensation Policies for Error Correction. Empower may incur a gain or loss in the process of adjusting a Plan or Participant account to correct certain errors due to changes in the share/unit price of an Investment Option between the original transaction date and the correction date. The adjusted position of Plan and Participant accounts are not impacted by transactional gains or losses incurred by Empower to settle the Investment Option positions in the course of correcting the account. Empower will net any Investment Option pricing differences as part of the correction process. If a correction is made at Empower's expense, Empower, not the Plan or Participant, will incur any transactional loss and Empower will retain any transactional gain.

4.11 Account Protection. Empower, Plan Sponsor or the Participant will promptly notify the other parties if it discovers that an unauthorized distribution was made from the Participant's account. Empower will conduct an investigation and take any appropriate steps, which may include working with law enforcement, to determine the root cause of the unauthorized distribution. Plan Sponsor agrees to cooperate in any such investigation and will comply with reasonable requests for information. To the extent Empower offers Participants protection against account losses that result from unauthorized transactions, Empower will restore losses as of the date of the account loss once Empower has had sufficient time to conduct a preliminary investigation and attempt to ascertain the root cause. Such protection is not available if Plan Sponsor refuses or neglects to follow commercially reasonable security practices, as set forth in Section 5.1 of the Agreement, or if the loss resulted from a compromise of the systems or security protocols of Plan Sponsor or its third party service providers (other than Empower).

4.12 Uncashed Checks. With respect to any checks issued from Plan assets during the term of the Agreement, Plan Sponsor Directs Empower to follow state unclaimed property regulations and escheat such assets to the Plan's or the Participant's state of residence based on Empower's records. However, Plan Sponsor may Direct Empower, in writing, to treat the Plan's uncashed checks in a different manner. Plan Sponsor is solely responsible for determining the appropriate handling of uncashed checks and any unclaimed property under the applicable federal and state laws including the determination and handling of amounts related to lost Participants.

5. PLAN INVESTMENT OPTIONS & FEES

5.1 Selection of Investment Options

5.1.1 The parties agree that the purchase and sale of securities for the Plan, except for employer stock and unaffiliated self-directed brokerage, will be effected through GWFS Equities, Inc., a broker/dealer affiliate of Empower.

5.1.2 In addition to the sole responsibility for the selection of the Investment Options to be made available under the Plan, Plan Sponsor will also Direct Empower to designate one of the Investment Options available to be the default investment, in which any contribution or other amount credited under the Plan for which neither the Participant nor the Plan Sponsor has provided Empower with investment directions in good order will be invested ("**Default Investment Fund**"). Plan Sponsor may designate a Default Investment Fund(s) for Participant contributions and also designate a second Default Investment Fund for employer contributions.

5.1.3 Plan Sponsor Directs Empower and its Affiliates, as applicable, to cause all dividends, capital gain distributions, interest or other earnings paid by an Investment Option under the Plan

to be reinvested in such Investment Option unless Directed otherwise by the Plan Sponsor and agreed to by Empower.

5.2 Information Regarding Investment Options

Plan Sponsor Directs Empower to obtain, or cause its designee to obtain, all necessary information (including but not limited to valuation, performance, prospectuses and other investment information) regarding any Investment Option available under the Plan from any third parties representing such Investment Options ("**Investment Option Sponsor(s)**"). Plan Sponsor acknowledges that prospectuses for the Investment Options, as applicable, will be made available electronically through one or more websites maintained by Empower or its Affiliates. In the event an Investment Option Sponsor does not provide all necessary information and Empower agrees, Plan Sponsor will arrange to provide Empower or its designee, or cause Empower or its designee to be provided, the necessary information regarding said Investment Option. In no event will Empower be responsible for the accuracy of any such information provided to Empower or its designee regarding any Investment Option, and Empower or its designee will have no duty or obligation to question, confirm or independently verify any such information.

5.3 Investment Option Changes.

5.3.1 Plan Sponsor may replace the Investment Options at any time, subject to applicable notice requirements. Plan Sponsor will notify Empower in writing of any changes to such Investment Options or the Default Investment Fund(s), and the parties will agree upon a process for the transfer of assets and investment elections, if applicable, from prior Investment Options to new Investment Options.

5.3.2 If any Investment Option is terminated by the Investment Option Sponsor, and Plan Sponsor wishes to replace the terminated option, Plan Sponsor agrees to replace the terminated option with an available fund from any fund company that currently has, or will enter into, a trading agreement with Empower.

6. ACH AUTOMATION AND PLAN MERGERS & ACQUISITIONS

6.1 ACH Automation. Plan Sponsor Directs Empower to accept a transfer of Plan records that reflects Participant ACH banking information as provided by the Plan Sponsor or by the Plan's prior service provider, without any further review and validation of the ACH information provided.

6.1.1 In Directing Empower to accept a transfer of existing Participant ACH banking information to its recordkeeping system, the Plan Sponsor certifies the following:

6.1.1.1 The Participant has previously authorized the Plan to process an ACH debit and/or credit of the Participant's account at the designated financial institution ("**Account**") in connection with all applicable Plan transactions and has authorized the designated financial institution, in the form of electronic fund transfer, to credit and/or debit the same to such Account.

6.1.1.2 The Participant has not revoked the ACH authorization for the Account prior to the transfer and the Plan shall treat the Participant's ACH authorization for the Account as remaining in effect until Empower receives a notice of cancellation from the Participant.

6.1.1.3 Plan Sponsor Directs Empower to administer all ACH transactions for all Plan purposes under the terms of Empower's separate ACH Agreement, which the Plan Sponsor has

adopted as the Plan's terms and conditions governing all applicable ACH transactions processed on the Empower platform.

7. RECORDKEEPING AND ADMINISTRATION SERVICES & FEES

7.1 Basic Plan Administration Fee. Empower will be entitled to the following annual administration fee ("**Basic Plan Administration Fee**"). This fee is used, in whole or in part, for administrative services provided by Empower as described in this Schedule. In addition, some or all of the fee (or any other compensation, revenue, asset or source of funding available to Empower, in Empower's sole discretion) may be used by Empower to make payments to the Plan under a Plan Expense Account or similar arrangement, if applicable, between the Plan Sponsor and Empower. All Services set forth in this Schedule are included in the Basic Plan Administration Fee unless an additional fee is otherwise noted herein. In the event that the Plan Sponsor requests different or additional Services, the parties shall meet to discuss relevant Empower capabilities and any additional fees that may apply.

The Basic Plan Administration Fee is 0.11% (11 basis points) per year.

For the avoidance of doubt, the Basic Plan Administration Fee set forth above is inclusive of the reimbursement credit as set forth in Exhibit G of Plan Sponsor's prior administrative services agreement.

The Basic Plan Administration Fee will be payable on a monthly basis, based on the average daily balance of Plan assets during the assessment period.

In addition, Empower and/or one or more of its Affiliates may receive Fund Service Fees in connection with the Plan.

7.2 Transactional Fees. Transactional fees set forth in Exhibit D of Plan Sponsor's prior administrative services agreement shall remain 'as is' unless there is a reduced fee on the Empower platform, in which case the reduced pricing will be honored.

7.3 Enrollment

7.3.1 Enrollment. Based on information provided by the Plan Sponsor or its designee, Empower will enroll Participants in the Plan in a manner mutually agreed upon by the parties.

7.4 Receipt and Investment of Contributions. Empower will credit contributions for allocation to Participant accounts in accordance with Direction from the Plan Sponsor and as set forth below. Empower will allocate or otherwise apply forfeitures under the Plan accounts, if any, as Directed by the Plan Sponsor. Empower will pass Directions to invest such contributions, and to execute appropriate transactions related to forfeitures, to the Plan trustee or custodian in accordance with investment Directions of the Plan Sponsor.

7.5 Timing Requirements for Contributions Funded via ACH, Check or Wire. Contributions received by Empower in good order prior to the close of any Business Day will be processed effective that Business Day, at that Business Day's net asset / unit values. Contributions not received by Empower prior to the close of Business Day will be processed effective the next Business Day.

7.6 Investment Transfers of Existing Assets. Empower or its designee will process investment transfers or exchanges, as applicable, received in good order subject to any conditions and/or limitations imposed by the available Investment Options under the Plan or Investment Option Sponsors. Empower will pass to the Plan trustee or custodian, as applicable, Directions to execute or record as appropriate the

corresponding transactions involving the assets of the Plan's trust. Requests for Participant-initiated transfers between Investment Options will be processed if the request is received by Empower in good order prior to market close on a Business Day. Any transfer request not received by Empower during a Business Day will be processed the next Business Day, or such earlier time as may be required in order to comply with applicable law.

7.7 Plan Loans. Empower will administer Participant account reduction loans repaid by payroll deduction pursuant to the Plan's loan policy, as amended from time to time. Loan requests may be initiated through the VRU or Participant website or submitted on approved Plan administrative forms with Plan Sponsor signature authorization.

7.8 Distributions.

7.8.1 Empower will make payments to Participants pursuant to a Participant's request and Plan Sponsor's Direction received in good order and will debit Participant accounts accordingly.

7.8.2 Plan Sponsor agrees to provide a signature authorization for all distribution requests allowed under the Plan, including but not limited to distributions, alternate payee distributions and beneficiary distributions. Empower reserves the right to charge an additional fee for services related to distributions to non-resident aliens and other distributions outside the ordinary course of plan administration.

7.9 Tax Withholding and Reporting of Distributions

7.9.1 Responsibility for Withholding and Reporting. Plan Sponsor appoints Empower or its designee as its agent to perform income tax withholding and reporting for all distributions Empower processes and to collect and remit state documentary stamp or similar taxes on all loans Empower processes, to the extent applicable. Plan Sponsor agrees to provide all information needed by Empower to perform these services. Empower or its designee shall deposit the income tax withheld with the Internal Revenue Service ("**IRS**") and other appropriate governmental entities, as applicable, on or before the applicable due dates for such remittances. Empower will complete necessary tax reporting forms for distributions it processes, file the tax reporting forms with the IRS or other governmental authority, as applicable, and send copies to the distributee. Distributions to a person subject to reporting and withholding rules that differ from those applicable to United States residents will be subject to withholding applicable to non-resident aliens unless otherwise Directed by the Plan Sponsor.

7.9.2 Withholding and Reporting for Plan Sponsor Initiated Distributions and Rollovers. With respect to Plan Sponsor-initiated distributions or rollovers from the Plan, Plan Sponsor Directs Empower to rely upon the information on Empower's recordkeeping system for purposes of tax reporting and withholding, and to treat payees with U.S. addresses as U.S. persons and payees with foreign addresses as foreign persons. Plan Sponsor certifies that such information is accurate and compliant with the Foreign Account Tax Compliance Act ("**FATCA**") and the Code, and that required documentation supporting such information has been collected by Plan Sponsor.

7.9.3 Code Section 402(f) Notice. Empower shall provide Participants with the IRS model notice, as amended from time to time, pursuant to Code Section 402(f).

7.9.4 Distribution Education Services. Empower or its Affiliates will make retirement consultants available to Participants to provide distribution education services and may contact Participants who are

eligible to receive distributions from the Plan to provide information regarding distribution options under the Plan including rollover services and products offered by Empower.

7.10 PAYMENT OF FEES & FEE CHANGES

7.10.1 General Requirements. This Section 7.10 describes certain services under which Empower will process Participant requests without obtaining Plan Sponsor signature or other further approval. In doing so, Empower will not exercise any fiduciary authority or make any discretionary determinations. Rather, this Section 7.10 will act as Direction by Plan Sponsor for Empower to process all Participant requests that meet the stated criteria. In order to receive the signatureless services detailed in this Section 7.10 Plan Sponsor must utilize the Plan Service Center ("**PSC**") and must provide all necessary information in a PDI file. Plan Sponsor must also provide any additional information or Direction as required by, and in a form acceptable to, Empower. In addition, in most cases, Empower must be the sole recordkeeper for the Plan. If at any time Plan Sponsor does not meet these general requirements, or does not meet the specific requirements of any service described in this Section 7.10, Empower shall not be responsible to continue to provide such service.

7.10.2 Payment of Fees. All fees not paid by Participants must be paid within thirty (30) days of Empower's invoice to the Plan Sponsor unless another arrangement has been pre-approved by Empower in writing. In the event any charges or fees reasonably and properly chargeable under the terms of the Agreement, including this Schedule or other applicable documents signed by the Plan Sponsor remain unpaid sixty (60) days after the date billed, Plan Sponsor Directs Empower to deduct such expense charges from the Plan and Plan Sponsor affirms that the Plan document specifically allows such deduction from the Plan. To the extent that the forfeiture or other Plan accounts would not pay Plan expenses under the Plan document or the Plan accounts are insufficient, Plan Sponsor Directs Empower to allocate such fees to the Participant accounts, and to the investment choices in which the Participant accounts are invested, on a pro rata basis using Participant account and investment option balance ratios as of the date of deduction. Plan Sponsor agrees to amend the Plan, if necessary, to provide for the payment of expenses from Plan assets consistent with the foregoing.

7.10.3 Fee Changes. Empower may adjust the fees set forth in this Agreement upon the earlier of (i) thirty (30) days' written notice to Plan Sponsor or (ii) mutual agreement by the parties.

7.11 ACCESS TO RECORDKEEPING SYSTEM & SERVICE REPRESENTATIVES

7.11.1 Automated Voice Response System. Participants will have access to an automated voice response system via a toll and toll-free number to inquire or make account changes from a touch-tone telephone. Inquiry services available from the automated voice response system will utilize share prices, unit values and account balances that are as of the last calculated unit value/share price. The automated voice response system will be available 24 hours a day, 7 days a week, except for routine maintenance of the system which, when necessary, will generally take place on Sunday between the hours of 2:01 am and 2:01 pm Eastern Time. However, the system may also be limited or unavailable during periods of peak demand, market volatility, systems upgrades, or maintenance, or for other reasons.

7.11.2 Participant Service Representatives. Participant service representatives will be available via a toll-free telephone call to Empower to answer Participant questions and process applicable transactions each Business Day between the hours of 5:00 am and 7:00 pm Pacific Time and on Saturdays between 6:00 am and 2:30 pm Pacific Time.

7.11.3 Plan Sponsor Access to Recordkeeping System. Plan Sponsor may interface with Empower's recordkeeping system online via Empower's Plan Sponsor website to inquire or make changes while

administering the Plan. Upon request, Empower representatives will be made available to assist and train employees of Plan Sponsor in properly accessing and processing transactions on the Empower's Plan Sponsor website. Empower's Plan Sponsor website will be available consistent with the availability of the automated VRU.

7.11.4 Participant Website

7.11.4.1 Website Use. Empower will, as part of the Services, host, maintain and make certain information available to Plan Sponsor and Participants on a website or websites (the "**Website Services**"). Plan Sponsor will not use or permit any use of the Website Services (i) in any unlawful or illegal manner; (ii) in any way that could impair the Website Services or any other party's use thereof; or (iii) to distribute, sell, resell, license or transfer any of Plan Sponsor's rights to access or use the Website Services or make the Website Services available to any third party. Any user credentials, including user identification and passwords, established by Plan Sponsor and its delegates or any Participant (each a "**User ID**") is issued to a specific user and may not be shared or used by any individual other than that user. Plan Sponsor will be responsible for the compliance by its users with the applicable terms of this Section. Empower may terminate the User ID, or portions thereof, for any user involved in a breach of this Section. Plan Sponsor acknowledges that transmissions through the internet are inherently unsecure, that virus protection software, firewalls and other security measures are not foolproof, and that the Website Services and their content are not invulnerable to fraud or hacking. In addition, Plan Sponsor acknowledges that Empower shall from time to time perform scheduled or emergency repairs, maintenance, and disaster recovery testing on the websites, and that such activity, or other circumstances beyond Empower's reasonable control, may cause the Website Services to be unavailable or delayed. Plan Sponsor agrees that Empower shall not be liable for any such delays or downtime in the Website Services, or for any virus or malicious access to the Website Services by third parties, provided that Empower has implemented and maintained security features with respect to the Website Services that are consistent with the Agreement and commercially reasonable industry standards.

7.11.4.2 Access to Participant Website. Participants will have access to a mobile responsive website to inquire or make certain account changes via the internet. In addition, Participants can download a complimentary Android app and an iOS phone, iPad and Apple Watch app. The Android and Apple Watch apps currently support inquiry-only capabilities while the iOS phone / iPad app supports both inquiry and certain change capabilities. All such apps will be subject to the terms of the Agreement, as related to privacy and data security.

7.11.4.3 Website Availability. The website will be available 24 hours a day, 7 days a week, except for routine maintenance of the system which, when necessary, will generally take place on Sunday between the hours of 2:01 am and 2:01 pm Eastern Time. However, the system may also be limited or unavailable during periods of peak demand, market volatility, systems upgrades, or maintenance, or for other reasons.

7.11.4.4 Enhancements. Empower may periodically update or add new content, features, services, tools or other functionality to the Participant website or other Empower Software as part of its ongoing enhancement of the Services offered to Plan Sponsor or its Participants. Such additions will be offered at no additional cost unless expressly agreed by Plan Sponsor or Participants (as applicable).

7.12 PARTICIPANT COMMUNICATION AND EDUCATION

7.13 REPORTING SERVICES

7.13.1 Participant Reporting. Empower will provide Participants a confirmation for transactions involving investment allocations, investment transfers, contribution rates, change of address, rollover contributions,

and rebalance activity. Empower will also make available to each Participant account information on at least a quarterly basis, including beginning and ending balances, all contributions and transactions processed, interest credited or change in value, fees and withdrawals deducted, transfers processed and performance data on Investment Options held by the Plan to the extent such data is provided by the Investment Option Sponsor, personal rate of return on investments, account balance translated into an estimated monthly income amount, and balance in the SDB, as applicable. Participants' statements shall be distributed in accordance with Section 4.8 of this Schedule, Electronic Delivery. Statements will be available within fifteen (15) Business Days after receipt of final information in good order from third party sources.

7.13.2 Plan Sponsor Reporting. Empower will provide an Employer Plan Summary Report to Plan Sponsor, summarizing Plan-level assets and Participant account balances, within thirty (30) Business Days after each calendar quarter end ("**Employer Plan Summary Report**"). The following Plan information will be addressed in the Employer Plan Summary Report: (i) summary of Plan transactions and assets; (ii) summary of contributions processed; (iii) withdrawals; (iv) annuities purchased, if applicable; (v) periodic payments; (vi) Investment Option grand totals – summarizes both dollars and units/shares and Plan activity; (vii) Investment Option totals by money type – summarizes both dollars and units/shares and money type activity; (viii)Participant summary – a report of account activity for each Participant.

7.14 TRANSITION ASSISTANCE SERVICES

7.14.1 Transition Services. Empower agrees to support the transition of recordkeeping and administrative services ("**Transition Services**") to a successor service provider subject to the terms and conditions of the Agreement. Empower shall provide the following Transition Services prior to the Service End Date (as defined below) of the Agreement.

7.14.2 Planning. Participate in conference calls and in-person meetings, as needed, with Plan Sponsor and the successor service provider to designate the transfer team, define communication channels, discuss the transfer process and define expectations, responsibilities, and applicable deadlines. Empower will designate a transition Project Manager to lead and be the contact person for the transition effort. In the event Plan Sponsor requests that the Project Manager or other deconversion team member attend a transition services meeting in person at a site other than Empower's office location, Empower's fees for time and travel for such in-person meetings are $1500 per day, per person.

7.14.3 Data Layouts. Provide the successor service provider with data layouts for Participants and Plan data residing on Empower administration systems, including but not limited to data layouts for paper statement indicators, rebalance frequency elections,

ACH indicators, outstanding loan terms and payment amounts, powers of attorney on file, and dividend pass-through elections. The data layouts will correspond to Empower standard file formats.

7.14.4 Plan Materials. Upon termination, Empower shall provide the successor service provider with copies of all Plan summaries, individual Participant statements (upon request) and other forms, reports, or web content; provided, however, Empower will provide such Plan materials only to the extent designed specifically for the Plan and not deemed by Empower to be proprietary. In addition, Plan Sponsor agrees, and will require any third party to whom Plan Sponsor provides the materials to agree, to maintain the confidentiality of all Empower materials and information, including but not limited to web content, communications material, and information on Empower's Plan Sponsor Website.

7.14.5 "Test" Data Transfer Files. Provide the successor service provider with two (2) full volume test extract data transfer files for the Plan. Such files will be provided at a time mutually agreed upon by the parties. Control totals and standard Empower reports will accompany the files.

7.14.6 "Refresher" Data Transfer Files. Provide the successor service provider with one (1) full volume test extract refresher data transfer files for the Plan. Such files will be provided at a time mutually agreed upon by the parties. Control totals and standard Empower reports will accompany the files.

7.14.7 "Live" Data Transfer Files. Provide the successor service provider with one (1) full live data transfer file to the successor service provider in Empower standard file format for the Participant and Plan data residing on Empower administration systems as of a date mutually agreed upon by the parties. The live data file will be in the same format as the test data file or in the test data file format. Control totals and standard Empower reports will accompany the live data transfer file.

7.14.8 Questions about Data on Transfer Files. Provide up to 25 aggregate hours of Empower's time to answer questions about system data provided by Empower on the test data transfer files, the refresher data transfer files and the live data transfer file. Empower will charge the Plan or Plan Sponsor at then-current hourly rates for time spent in excess of 25 hours.

7.14.9 Answering Questions. Provide up to 25 aggregate hours of Empower's time responding to questions about Plan administrative practices and communication materials used by Empower in servicing the Plan. Empower will charge the Plan or

Plan Sponsor at then-current hourly rates for time spent in excess of 25 hours.

7.14.10 Final Participant Valuation. Send to the successor service provider, at a mutually agreed upon date, reports of all historical files, documents and records necessary for the continuing administration and recordkeeping of the Plan in electronic form (where available) and/or paper form ("**Final Participant Valuation**"). As of the Service End Date, the Final Participant Valuation includes: (i) Current Participant indicative and financial data; (ii) Participant level reports; (iii) Plan level totals; (iv) Investment valuation statement; (v) Employee loan status report; (vi) Loan summary report; (vii) Deemed loan report; (viii) Highest outstanding loan balance report; (ix) MRD report; (x) Installment tax withholding report; (xii) On-line beneficiary data, if maintained by Empower; and (xiii) Scanned beneficiary forms, if maintained by Empower. Notwithstanding the foregoing, the parties acknowledge that the reports and information identified as Final Participant Valuation are subject to change based upon changes in plan administration and/or system requirements. Plan Sponsor acknowledges that at the mutually agreed upon date, Empower will provide only those reports applicable to the Plan and currently available from Empower's recordkeeping system.

7.14.11 Open Participant Case Records. Send open case records at a mutually agreed upon date, or Service End Date, if later, to Plan Sponsor or to successor service provider at Plan Sponsor's Direction.

7.14.12 Year-end Processing. For Services that conclude as of December 31 for a calendar year plan or the end of the Plan's fiscal year, as applicable, perform any compliance testing, government filings, or other reporting required as of that year-end. For Services that conclude as of any date other than December 31, perform any government filings for completed Services (e.g., Forms 1099-R for Participant distributions) and provide to Plan Sponsor the same year-end reports and information otherwise provided for a calendar or fiscal year, as applicable, but only reflecting the portion of the calendar or fiscal year, as applicable, for which Services were provided.

7.14.13 Fees Related to Transition Services. In the event Plan Sponsor requests Empower to provide additional or extraordinary Transition Services (beyond those described in items 7.14.1 through 7.14.12 above) including, but not limited to, change in data layout, change of data elements in standard layouts, number of data transfer files, or services beyond Service End Date, Empower reserves the right to charge the Plan or Plan Sponsor, as Directed by the Plan Sponsor, for additional or extraordinary Transition Services at then-current hourly rates. Empower shall

receive payment for services rendered within 30 days of invoice delivery. In the event payment is not received within the stated timeframe all Transition Services will cease until such time payment is received.

7.14.14 Transition Services after Service End Date. In addition to the foregoing, Empower agrees to provide the following Transition Services for ninety days following the Agreement's termination effective date ("**Service End Date**").

7.14.14.1 Provide up to 20 hours of Empower's time responding to questions from the Plan Sponsor or its auditor. Empower will charge the Plan or Plan Sponsor at then-current hourly rates for time spent in excess of 20 hours.

7.14.14.2 To the extent information and/or reporting is readily available from Empower's systems, Empower agrees to provide to the successor service provider the following Transition Services for up to 110 requests per month: (a) loan repayment information; (b) Participant account balances as of specific dates; (c) Participant account earnings and/or dividends for specific time periods; (d) distribution history information; (e) reporting or respond to other Participant account history information requests; (f) Participant account history information (excluding QDRO related information); (j) Participant Statements; (k) Duplicate Forms 1099-R; (l) Provide QDRO related account history; (m) Respond to questions regarding Plan specific processes, provided however that if the number of requests exceeds 110 in any given month, a per-request fee of $500 will be assessed.

[Signature Page Follows]

RESTATED
MASTER SERVICES AGREEMENT

For

CITY OF STOCKTON

(the "**Plan Sponsor**")

Group Client Number

061361

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This Restated Master Services Agreement ("**Agreement**") is dated July 1, 2022 ("**Effective Date**") and sets forth the general terms and conditions under which Empower Retirement, LLC will provide Services to the undersigned Plan Sponsor with respect to the employee benefit plan(s) sponsored by Plan Sponsor, as identified in the attached Schedules (the "**Plan**" or "**Plans**"). This Agreement amends and restates the prior Administrative Services Agreement entered into between the parties in its entirety.

1. DEFINITIONS

"**Affiliate**" means a corporate entity that directly or indirectly is controlled by or is under common control with a party, including any entity that conforms to this definition after the effective date of this Agreement.

"**Agreement**" includes this Master and any Exhibits, Schedules, notices and other documents attached, incorporated or referenced herein.

"**Business Day**" means any day, and only for as many hours as, the New York Stock Exchange is open.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

"**Data**" has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

"**Data Protection Laws**" has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

"**Direction**" and "**Direct**" and their similar terms shall mean the instruction, authorization, or direction given to Empower by the Plan Sponsor, another fiduciary of the Plan, or a person that Empower reasonably believes to be authorized to act on behalf of the Plan Sponsor or another fiduciary. Plan Sponsor directs Empower to process certain Plan transactions based solely on Participant instruction under the terms of this Agreement.

"**Empower**" and "**Empower Retirement**" refer to Empower Retirement, LLC and its Affiliates with respect to products and Services offered in the retirement markets, including but not limited to recordkeeping and other financial services.

"**Information Security Breach**" has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

"**Investment Options**" means those investment options made available under the Plan based on Plan Sponsor or another Plan investment fiduciary designated by the Plan Sponsor (other than Empower or one of its Affiliates).

"**Participant**" shall mean an employee, former employee, participant, former participant, member, beneficiary or alternate payee who is or may be entitled to participate in or receive benefits under the Plan.

"**Personal Data**" has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

"**Plan Administrator**" means a designated employee or committee, or a third party retained by Plan Sponsor or named in the Plan (other than Empower or one of its Affiliates), to be the "plan administrator" and "named fiduciary" as defined by applicable law.

"**Plan Data**" has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

"**Plan Sponsor**" means the Plan Sponsor identified above, the Plan Administrator, named fiduciaries, and other delegates of the Plan Sponsor (other than Empower or one of its Affiliates) as dictated by the context.

"**Services**" means the services provided by Empower or an Empower Affiliate, as applicable, acting as a service provider Directed by the Plan Sponsor to perform such Services under an applicable Schedule. Empower shall provide the Services in a non-fiduciary capacity (except where Empower acknowledges its fiduciary status in writing). The provision of Services shall be governed by the terms and conditions set forth in this Agreement, by applicable law and regulations and any additional terms and conditions contained in the applicable Schedule.

2. SCOPE OF THE AGREEMENT

This Agreement sets forth the terms and conditions pursuant to which Plan Sponsor may receive Services from Empower or an Empower Affiliate, as the case may be, pursuant to a separate Services Schedule attached hereto. These terms and conditions will be deemed to be incorporated by reference into each and every Schedule entered into between the parties. Each Schedule will be a separate agreement between Plan Sponsor and the Empower Affiliate that enters into the Schedule. All references to "Empower" in this Agreement will be deemed references to Empower or the Empower Affiliate, as the case may be, that entered into the Schedule.

3. FEES/CHARGES & FEE DISCLOSURES

3.1 Fees / Charges. Plan Sponsor agrees to pay Empower for the Services. Unless otherwise Directed by the Plan Sponsor, the Plan Sponsor hereby Directs Empower to deduct applicable Plan expenses from the Plan and/or Participant accounts, as applicable.

4. CONFIDENTIALITY

4.1 Confidential Information. In order to perform the Services, both parties may have access to certain information of the other party, including, without limitation, trade secrets, commercial and competitively sensitive information of the party related to business methods or practices, and proprietary software or websites of a party ("**Confidential Information**"). For the purpose of clarity, any software or website owned, licensed, or made available by Empower ("**Empower Software**") is Confidential Information of Empower. The parties mutually agree to hold all Confidential Information of the other party in confidence and not to disclose any Confidential Information of the other party to anyone except the parties' Affiliates, suppliers, and respective personnel in connection with the performance or receipt of Services hereunder, or as otherwise directed or approved by the other party or its agents. Confidential Information does not include: information that is otherwise in the public domain through no action of the non-disclosing party; information that is acquired by a party from a person other than the other party or its agents without any obligation of confidentiality; or information that is independently developed by a party without reference to the Confidential Information of the other party.

4.2 Permitted Disclosures of Confidential Information.

4.2.1 Legally Required Disclosures. In the event a party is required to make a legally required disclosure of the other party's Confidential Information, such party shall notify the other party of the disclosure as soon as reasonably practicable and shall cooperate with any efforts by such party to obtain protective treatment of such Confidential Information to the extent permitted by law. The foregoing shall not apply to (i) broad-based regulatory examinations associated with a party's general business or operations; (ii) disclosures made in conjunction with a law enforcement investigation or inquiry; (iii) or where notice is prohibited by law. For purposes of Rule 14(b)-1 and Rule 14(b)-2 of the Securities Exchange Act

of 1934, as amended from time to time, Plan Sponsor authorizes Empower, and/or its Affiliates and services providers, to provide the name, address and share position of the Plan with respect to any class of securities registered under the Investment Company Act of 1940 when requested by such SEC registrant for purposes of shareholder meetings. The above-referenced rules prohibit the requesting SEC registrant from using the Plan's name and address for any purpose other than corporate communications of the type contemplated under the rules.

4.2.2 Authorized Disclosures. Plan Sponsor authorizes Empower to disclose Data to Empower's Affiliates and service providers in connection with Empower's performance of Services under this Agreement. In addition, Plan Sponsor authorizes Empower to disclose Data to Plan Sponsor's advisors, third-party administrators, service providers (such as payroll providers) and representatives authorized by Plan Sponsor in writing to receive such Data. Empower may use and disclose, for benchmarking and research purposes, de-identified Data that is aggregated with other anonymized data of a similar nature across Empower's client base in a manner that makes such Data unidentifiable to a particular individual or plan. Empower's current Privacy Notice is attached to this Agreement, but shall not lessen any of Empower's obligations regarding Personal Data hereunder. Plan Sponsor agrees that any changes to the Privacy Notice may be delivered to Plan Sponsor through the Plan Service Center or by email to designated representatives of the Plan Sponsor.

4.2.3 Disclosures of Personal Data to Plan Sponsor. Plan Sponsor may direct Empower to provide Plan Sponsor or its designated agent with information (which may include Personal Data) received from or in relation to Participants in connection with the performance of Services under this Agreement, which may include private information shared by the Participant during recorded phone calls and written or electronic correspondence.

5. DATA PROTECTION

5.1 Mutual Obligation to Protect Data. Empower and Plan Sponsor each agree to maintain and hold in confidence all Data and Confidential Information, as applicable, received in connection with the performance of Services under this Agreement. Empower and Plan Sponsor agree that their collection, use and disclosure of all Data is and will at all times be conducted in compliance with all applicable Data Protection Laws. Each party will implement, support, and maintain appropriate physical and logical security measures designed to secure Data, and will take all commercially reasonable organizational and technical steps to protect against unlawful and unauthorized processing of Personal Data. In accordance with the foregoing, Empower maintains a comprehensive data security program designed to safeguard Data and access to the Empower Software and systems, as further set forth in the Data Security & Privacy Addendum attached hereto as Exhibit 1.

5.2 Mutual Notice of an Information Security Breach. The parties will promptly notify each other in the event of an Information Security Breach. Such notice shall include: (i) the consequences of the breach, including (without limitation) any potential impact on the other party's security measures, systems, Data, Confidential Information, or the Empower Software; and (ii) the corrective action taken to remedy the breach. In addition to the foregoing, Plan Sponsor will notify Empower immediately upon discovering a compromise of the security and/or log-on credentials of any Plan Sponsor employee or agent that has a plan administration role in Empower's system.

6. BUSINESS CONTINUITY & DISASTER RECOVERY

Empower will maintain business continuity and disaster recovery procedures to address the security, integrity and availability of the technology, operational, financial, human and other resources

required to provide mission-critical Services in the event of a natural disaster or other interruption of normal business operations. Such procedures will be tested at least once annually. GWFS Equities, Inc.'s current Business Continuity Plan Notice is attached to this Agreement. By executing this Agreement, Plan Sponsor acknowledges receipt of this Notice.

7. RECORDS & AUDIT

7.1 Record Retention. Empower shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy and as required by law. Subject to the foregoing, each party agrees to return or destroy the other party's Confidential Information and Data once it is no longer required for the purpose of performing or receiving the Services, provided that the parties are not obligated to destroy copies of Confidential Information or Data that must be retained for audit, legal or regulatory purposes, or that is stored in non-readily accessible electronic format, such as on archival systems; in such cases Empower's data protection obligations shall continue until such Data is destroyed in accordance with Empower's record retention policy.

7.2 SSAE 18. Each year upon the request of Plan Sponsor, Empower will provide a copy of the review performed by Empower's external auditors under the "Statement of Standards for Attestation Engagements Number 18, Attestation Standards: Clarification and Recodification" of the American Institute of Certified Public Accountants ("**SSAE18**") SOC 1, or any new or replacement standard or protocol established by the American Institute of Certified Public Accountants.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Plan Sponsor Materials. As between the parties hereto, excluding the Empower Materials (as defined below), Plan Sponsor shall own materials, trademarks, trade names, logos, trade dress, and other Confidential Information provided or made accessible by Plan Sponsor to Empower for use in providing the Services (collectively, the "**Plan Sponsor Materials**"). Plan Sponsor grants Empower a limited, revocable right and license to use Plan Sponsor's name, logo, and trademarks in materials created by Empower in connection with providing the Services. Nothing contained herein shall prohibit Empower from referencing client partnerships in the normal course of public-relations communications or in materials prepared at the request of prospective clients.

8.2 Empower Materials. As between the parties hereto, Empower and its Affiliates shall own all materials, documentation, user guides, forms, templates, business methods, trademarks, trade names, logos, websites, Empower Software, technology, computer codes, domain names, text, graphics, photographs, artwork, interfaces, and other information or material provided by Empower or its Affiliates hereunder (collectively, the "**Empower Materials**"). Empower grants to Plan Sponsor and Participants (as applicable) a non-exclusive, non-transferable license to use the Empower Materials during the term of the Agreement for purposes of using Empower's Services hereunder and subject to the terms and conditions set forth in this Agreement and any terms of use associated with Empower Software. All rights with respect to the Empower Materials not specifically granted hereunder are reserved by Empower.

9. LIABILITY & INDEMNIFICATION

9.1 Empower agrees to indemnify the Plan Sponsor from and against any and all expenses, costs, reasonable attorneys' fees, settlements, fines, judgments, damages, liabilities, penalties or court awards asserted by a third party (collectively, "**Damages**") to the extent resulting from Empower's breach of this Agreement, negligence, or willful misconduct. Notwithstanding anything to the contrary herein, Empower shall not be liable to Plan Sponsor for any Damages resulting from: 1) any acts or omissions undertaken at the Direction of the Plan Sponsor or any agent or any third party authorized by Plan Sponsor

to provide Direction to Empower, including but not limited to prior service providers, investment advisors, or any authorized agent thereof; 2) any performance of the Services that is in strict compliance with the terms of this Agreement; or 3) Plan Sponsor's or its designee's failure to provide accurate documents, material, information or data to Empower or its Affiliates, as applicable on a timely basis.

9.2 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT) EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 Insurance. Empower will, at its own cost and expense, procure and maintain in full force and effect throughout the term of this Agreement insurance coverage that is reasonably appropriate to the Services provided under this Agreement and any Schedule hereto. The requirements in this section are not intended to, and will not in any way, limit or qualify the liabilities and obligations of Empower under this Agreement.

10. DISPUTE RESOLUTION

The parties shall engage in reasonable and good faith discussions to resolve any dispute arising out of or relating to this Agreement. If the parties are unable to agree between themselves, the parties will submit the dispute to non-binding mediation conducted by a private mediator agreed to by both parties. If the parties cannot agree on a mediator, the mediator may be selected by a nationally recognized, independent arbitration or mediation organization to which the parties mutually agree. The costs of mediation shall be borne equally by the parties, and each party shall pay its own expenses. If the parties are unable to resolve the dispute through non-binding mediation, either party may initiate litigation; provided, however, that if one party requests mediation and the other party rejects the proposal or refuses to participate, the requesting party may initiate litigation immediately upon such refusal.

11. TERM & TERMINATION

11.1 Term & Termination. This Agreement shall be in effect commencing on the Effective Date set forth above and continuing for a one (1)-year period through July 1, 2023, with the option to exercise two (2) additional one (1)-year renewal periods. In the event this Agreement should terminate or expire prior to the completion date designated in any Schedule, such Schedule shall terminate concurrently with the Agreement.

11.2 Termination for Convenience. This Agreement or any Schedule attached hereto may be terminated by either party by delivering ninety (90) days advance written notice to the other party. The termination of this Agreement shall also operate as a termination of all Schedules hereto.

11.3 Termination for Default. Either party may, upon written notice, terminate this Agreement or any Schedule attached hereto if the other party materially breaches or is in default of any material obligation hereunder, which default is incapable of cure, or which being capable of cure, has not been cured within ninety (90) days after receipt of notice of such default from the non-defaulting party, or within such additional cure period as mutually agreed upon by the parties.

11.4 Transition Assistance Services. Upon termination for any reason, Empower will provide to Plan Sponsor the deconversion and transition assistance services set forth in the Recordkeeping Services Schedule, attached hereto. For the avoidance of doubt, this Agreement will govern the transition assistance services provided.

12. MISCELLANEOUS

12.1 Affiliates & Agents. Plan Sponsor acknowledges and agrees that Empower may utilize the services of Affiliates, agents and suppliers selected by Empower. Empower's use of any such party will not relieve Empower of its obligations hereunder, and Empower shall at all times remain liable for the performance of the Services hereunder. Notwithstanding the foregoing, and notwithstanding that Empower and Plan Sponsor are entering into this Agreement, the obligations under each Schedule are solely the obligations of the Empower Affiliate that entered into that Schedule (including the terms of this Agreement that are incorporated therein by reference), and neither Empower nor any Empower Affiliate shall be jointly and severally liable with any other Empower entity. Neither Empower nor any Empower Affiliate shall be the guarantor of the obligations of any other Empower Affiliate.

12.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Neither party nor its personnel shall be considered employees of the other party for any purpose. None of the provisions of this Agreement shall be construed to create an agency, partnership or joint venture relationship between the parties or the partners, officers, members or employees of the other party by virtue of either this Agreement or actions taken pursuant to this Agreement. The parties shall bear sole responsibility for all taxes, assessments and other real property related levies on their owned or leased real property, personal property (including software), franchise and privilege taxes on their business, and taxes based on their net income or gross receipts. If applicable, the parties shall reasonably cooperate to more accurately determine each party's tax liability and to minimize such liability to the extent legally permissible.

12.3 No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their Affiliates and is not intended to confer any rights or remedies upon any other person.

12.4 Assignment. This Agreement shall be binding upon and inure to the benefit of each of the parties, their Affiliates, successors and permitted assigns; provided, however, that neither party may assign its rights or obligations hereunder without the other party's prior written consent. Notwithstanding the foregoing, a party may assign this Agreement in connection with: (i) the sale of substantially all of its assets or the assets of any business unit to an entity that assumes the assignor's obligations under this Agreement; (ii) a merger, acquisition or divestiture; and/or (iii) a transfer to a parent or Affiliate, in each case without the other party's consent.

12.5 Entire Agreement. Each Schedule, including any Exhibits, notices and attachments (including an incorporation by reference of the terms and conditions of this Agreement), constitutes the entire agreement of the parties thereto with respect to the subject matter thereof and supersedes all prior drafts, agreements, negotiations and proposals, written or verbal, relating to the Services contained in the applicable Schedule. This Agreement or any Schedule may be amended by written agreement of the parties; for that purpose, emails do not constitute signed writings. Notwithstanding the foregoing, Empower may add or enhance the Services, update the method of providing the Services without any reduction in service, or modify the Services to comply with applicable laws by providing written notice to Plan Sponsor at least 30 days in advance of the effective date of such change, provided that Plan Sponsor may opt out of certain Services that directly impact Participants and any changes that result in an increase in fees to the Plan. Any Empower notices or policies that are attached to or referenced in this Agreement may be modified by Empower at any time, provided that such modifications shall not materially degrade the rights or protections set forth therein. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of such provision or any other provision hereof and no waiver shall be effective unless made in writing.

12.6 Governing Law; Waiver of Jury Trial. Unless and to the extent provided otherwise in a Schedule hereto, this Agreement shall be construed and enforced in accordance with and governed by the laws of the state of California, without regard to conflict of law principles, and any claim arising under or related to this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts located in California. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

12.7 Force Majeure. Neither Empower nor Plan Sponsor shall be liable to the other for any and all losses, damages, costs, charges, attorney fees, payments, expenses or liability due to delay or interruption in performing its obligations hereunder, and without the fault or negligence of such party, due to causes or conditions beyond its control, including, without limitation, labor disputes, riots, war and war-like operations including acts of terrorism, explosions, sabotage, civil disturbance, governmental restriction, transportation problems, failure of power or other utilities including phones, internet disruptions, fire or other casualty, natural disasters, epidemics, pandemics, acts of God, disruptions in orderly trading on any relevant exchange or market, or any other cause that is beyond the reasonable control of either party.

12.8 Severability. The provisions of this Agreement are severable, and if for any reason a clause, sentence, paragraph or provision of this Agreement is determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity will not affect other provisions of this Agreement that can be given effect without the invalid provision.

12.9 Notices. All formal notices required by this Agreement will be in writing and shall be sent to Empower as set forth below and to the most current Plan Sponsor and trustee address on file with Empower. All notices sent shall be effective upon receipt.

Notice To Empower:
Empower Retirement, LLC
8515 East Orchard Road
Greenwood Village, CO 80111
Attn: Market Segment Head

With a copy to:
Empower Retirement, LLC
8515 East Orchard Road
Greenwood Village, CO 80111
Attn: General Counsel

12.10 Headings; Defined Terms; Counterparts. Section headings used in this Agreement are intended for reference purposes only and shall not affect the interpretation of this Agreement. Unless the context requires otherwise, capitalized terms defined in this Agreement have the meanings set forth herein for all purposes of this Agreement, including any Schedules or Exhibits. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties' execution and delivery of this Agreement by facsimile, email, or electronic copies shall have the same force and effect as execution and delivery of an original.

12.11 No Tax or Legal Advice. Nothing in this Agreement is intended to constitute legal or tax advice from Empower to Plan Sponsor, or to any other party. Plan Sponsor understands that Empower has not given and may not give legal advice. All issues should be reviewed and discussed with Plan Sponsor's legal counsel and/or tax adviser.

12.12 Survival. The provisions of the following sections shall survive the termination of this Agreement: Fees & Charges; Confidentiality; Data Protection; Record Retention; Intellectual Property Rights; Indemnification; Limitation of Liability; Dispute Resolution; Governing Law; Waiver of Jury Trial; Survival; Severability; Transition Assistance Services; No Tax or Legal Advice; No Third-Party Beneficiaries; and any other section that would by its context be reasonably expected to survive termination.

12.13 Signatures/Corporate Authenticity. By signing this Agreement, the parties certify that they have read and understood it, that they agree to be bound by its terms, and that they have the authority to sign it. This Agreement is not binding on either party until signed by both parties.

12.14 Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures reasonably believed to be genuine on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

EXHIBIT 1:
DATA SECURITY & PRIVACY ADDENDUM

This Data Security & Privacy Addendum applies to Empower and its Affiliates and describes how Empower protects Personal Data and Plan Data (the "**Addendum**"). Capitalized terms used but not defined herein have the meanings given to them in the Master Service Agreement executed by Empower and Plan Sponsor under which Empower provides services to Plan Sponsor ("**Agreement**").

1. Definitions. The following terms have the meanings set out below and similar terms shall be construed accordingly:

"**Data**" means Personal Data and Plan Data.

"**Data Protection Laws**" means any law with respect to the protection of Personal Data that is applicable to Empower's Services under the Agreement or any Schedule thereto.

"**Information Security Breach**" means a confirmed compromise of an information system within the authority or responsibility of Empower that results in: (i) the unauthorized acquisition, disclosure, modification or use of unencrypted Personal Data, or encrypted Personal Data where the encryption key has also been compromised; and (ii) a reasonable likelihood of identity theft or fraud against a data subject in the Plan. An Information Security Breach includes, without limitation, theft and/or malicious use of Data by Empower personnel. A good faith but unauthorized or unintentional acquisition, disclosure, modification or use of Personal Data by an employee or contractor of Empower or a party who has signed a confidentiality agreement with Empower does not constitute a Security Breach if the Personal Data is not subject to further unauthorized acquisition, disclosure, loss, modification, or use.

"**Personal Data**" shall mean information that identifies or is reasonably capable of being associated with a Participant in the Plan or an eligible employee of Plan Sponsor, and includes personally identifiable financial information as defined by Title V of the Gramm-Leach-Bliley Act, but excluding data that is publicly-available and data from which individual identities have been removed and that is not linked or reasonably linkable to any individual.

"**Plan Data**" shall mean non-public Plan level information that is provided to Empower in connection with receipt of the Services. Plan Data excludes data that is de-identified and aggregated for benchmarking and research purposes.

"**Subprocessor**" means any person (including any third party service provider and any Empower Affiliate, but excluding personnel employed by such parties) engaged by Empower to process Personal Data.

2. Direction. Plan Sponsor Directs Empower and its Affiliates (and authorizes Empower and its Affiliates to Direct each Subprocessor), where applicable, to process Personal Data as follows: (a) processing in accordance with the Master Agreement and any amendments thereto as executed by the parties; and (b) processing initiated by Participants in their use of the Services. Plan Sponsor represents that it is and covenants that it will at all relevant times remain duly and effectively authorized to give the Direction set out herein.

3. Security. In order to protect Personal Data, Empower will implement appropriate technical and organizational measures designed to protect Personal Data in accordance with the requirements of any

Data Protection Laws. In addition to the foregoing, Empower's security program shall conform to the commitments described below.

4. Subprocessing. Plan Sponsor hereby agrees that Empower may engage its Affiliates and third parties as Subprocessor in connection with the provision of Services under the Agreement. Empower shall carry out reasonable due diligence as appropriate to the nature of each Subprocessor's services to ensure that the Subprocessor is capable of providing the level of protection for Personal Data required by the Information Security Policies. Upon request, Empower shall make available a current list of any material Subprocessors that have access to Personal Data; the parties hereto agree that such list is the Confidential Information of Empower and subject to the confidentiality provisions of the Agreement.

5. Data Subject Rights. Empower responds to any request from a Participant under applicable Data Protection Laws (such as "Right to Know" requests) as required by applicable Data Protection Laws. Empower will advise Plan Sponsor of any such request that requires Plan Sponsor's assistance or response, and in such case the parties shall cooperate with respect to the response to such Participant.

6. Data Security. Empower's Information Security Policies and related policies address the management of information security, the security controls employed by the organization. These policies include, without limitation:

6.1 An Information Security Board that is responsible for the development, implementation, and ongoing maintenance of Empower's data security.

6.2 Documented policies ("**Information Security Policies**") that Empower formally approves, internally publishes, communicates to appropriate personnel and reviews at least annually. Empower's Information Security Policies shall (i) mandate the secure protection and handling of confidential data, (ii) comply with applicable laws, (iii) conform to or exceed applicable industry standards for the retirement plan services industry, and (iv) documented, clear assignment of responsibility and authority for data security-related activities.

6.3 Policies covering acceptable computer use, record retention/destruction, information classification, cryptographic controls, access control, network security, removable media, remote access, mobile computing and wireless access.

6.4 Regular testing of the key controls, systems and procedures, including (i) testing of information technology general controls (ITGC) at least annually or whenever there is a material change in business practices, and (ii) infrastructure penetration tests and scans against internet-facing points of presence. Empower will correct vulnerabilities or security issues discovered through such assessments in a manner and time frame consistent with established standards.

6.5 Policies and procedures designed to protect the security of Plan Data and Personal Data that is accessible to, or held by, Empower's third party suppliers. Such policies shall be based on Empower's Information Security Policies, and shall address, as applicable: (i) the identification and risk assessment of such supplier; (ii) minimum cybersecurity standards required to be met by such suppliers; (iii) due diligence processes used to evaluate the adequacy of cybersecurity practices of such suppliers; and (iv) periodic assessment of such suppliers based on the risk they present and the continued adequacy of their cybersecurity practices.

6.6 Use of appropriate administrative, technical and operational measures designed to ensure Personal Data and Plan Data is secure.

6.7 Monitoring, evaluating and adjusting, as appropriate, its data security protocols summarized herein, in light of relevant changes in Data Protection Laws, Services, technology or industry security standards, the sensitivity of data collected or processed by Empower in the provision of its Services, and evolving internal or external risks. Empower may make such updates to its data security protocols and the terms hereof at any time without notice so long as such updates maintain a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data or Plan Data.

7. Risk Management. Empower has a risk assessment program that includes regular risk assessments and management for risk identification, analysis, monitoring and reporting.

8. Human Resources.

8.1 Acknowledgements. Empower shall provide training on its information security practices to its personnel at least annually. Empower personnel shall acknowledge their information security and privacy responsibilities under Empower's policies.

8.2 Personnel Controls. Empower completes appropriate pre-employment background checks and screening on its personnel, and requires personnel to complete initial security training at the time they are first employed with Empower and annually thereafter. All personnel attest annually to Empower's Code of Business Conduct and Ethics, which enforces the tenets of Empower's Information Security Policies and its privacy policies. Empower has disciplinary processes for violations of information security or privacy requirements, and promptly removes personnel access to Plan Data or Personal Data upon termination or applicable role change.

9. Physical and Environmental Safety.

9.1 Physical and Environmental Security Controls. Empower has appropriate physical and environmental controls to protect Empower's equipment, assets, and facilities used to provide services. Physical security includes, without limitation (i) physical security in the protection of valuable information assets of the business enterprise; and (ii) the provision of protection techniques for the entire facility, from the outside perimeter to the inside office space, including the datacenters and wiring closets.

9.2 Ongoing Operations. Empower protects its facilities and systems containing Data from failures of power, networks, telecommunications, water supply, sewage, heating, ventilation, and air-conditioning.

10. Communications and Operations Management.

10.1 Controls. Empower has policies and procedures in place for communications and operations management controls. Such controls address: hardening, change control, segregation of duties, separation of development and production environments, network security, virus protection, patch management, media controls, data in transit, encryption, audit logs, and time synchronization.

10.2 Operations Security. Empower's Information Security Policies mandate ongoing operations security requirements, including but not limited to, installing or maintaining (i) security patches for operating systems and applications within standard timeframes based on severity; (ii) industry standard versions of operating systems, software and firmware for system applications and components; and (iii) up-to-date system security agent software which includes updated malware and virus definitions.

11. Access Control.

11.1 Access Control. Empower utilizes access controls designed to ensure that only Empower personnel with the proper need and authority can access its internal recordkeeping system and associated data. Empower's access controls include but are not limited to: limiting access to personnel with a requirement to view Personal Data; establishing least-privilege controls to protect systems and Personal Data; generation of audit trails; periodic review and approval of personnel who need to access the Empower recordkeeping system; and termination of personnel access promptly following severance from employment.

11.2 Authentication. Empower authenticates user identity through appropriate authentication controls such as strong passwords, token devices, or biometrics. Passwords must meet minimum length and complexity requirements.

11.3 Remote Access to Empower Systems. Empower uses multi-factor authentication for remote access to its systems.

12. Information Systems Acquisition, Development and Maintenance.

12.1 Systems Development Security. Empower addresses security as part of information systems development and operations and follows secure coding methodologies based on application development security best practices.

12.2 Software Security Management. Empower's information systems (including operating systems, infrastructure, business applications, off-the-shelf products, services and user-developed applications) adheres to the information security standards set forth in Empower's Information Security Policies.

12.3 Vulnerability Assessments/Ethical Hacking. Empower performs vulnerability assessments and penetration testing against Internet-facing points of presence. Empower corrects vulnerabilities or security issues discovered through such assessments in a manner and time frame consistent with established standards set forth in Empower's Information Security Policies.

12.4 Cryptography. Empower uses cryptography techniques that assist Empower with preventing the unauthorized capture, modification of or access to data or information. Empower uses standard encryption algorithms that follow up-to-date encryption standards and industry practices. Such cryptography techniques may include but are not limited to: encryption of sensitive data sent across external communication lines; requirement of minimum 128-bit encryption TLS encryption for web browsers; and encryption of Personal Data while stored on laptops, mobile devices, and in recordkeeping databases.

13. Information Security Breach Management.

13.1 Incident Management Program. Empower maintains investigative measures and techniques for incident handling, including but not limited to: a formalized, enterprise-wide Computer Security Incident Response Team ("**CSIRT**"), and CSIRT processes which are tested at least annually.

13.2 Information Security Breach Response. Empower will notify Plan Sponsor after becoming aware of any Information Security Breach in accordance with all applicable Data Protection Laws. For the avoidance of doubt, Empower will (i) keep the Plan Sponsor informed of significant developments in connection with the investigation of such incident; (ii) investigate and assist any regulator or other governmental body with oversight over the Information Security Breach in investigating, remedying and

taking any other action regarding the Information Security Breach as appropriate or required by law; and (iii) provide Plan Sponsor with information about remedial measures that have been undertaken to prevent such Information Security Breach from reoccurring. In the event that individual or regulatory notifications are required under applicable Data Protection Laws, the parties will cooperate with respect to notifications. To the extent the Information Security Breach is caused by Empower's failure to abide by its obligations as set forth in this Addendum, Empower shall bear the costs of such notifications and provision of credit monitoring services to affected individuals to the extent required by law or otherwise appropriate in Plan Sponsor's and Empower's reasonable judgment.

14. Plan Sponsor Assessment Rights.

14.1 Assessment via Security Assurance Package. Within the secure Plan Sponsor website provided by Empower, Empower provides documentation that supports and informs the reader about Empower's current security program and practices. These documents are referred to as the Security Assurance Package ("**SAP**"), which currently consists of the following items: Security Program Overview document, SOC 1 report, SOC 2 report, available IT certification reports (e.g. Verizon CRP), and a completed SIG questionnaire with related supporting materials. (The SIG is a standardized document template created by the Shared Assessments Program, a consortium of leading financial institutions, the Big 4 accounting firms, and companies from a wide array of industries.)

14.2 Regulatory Assessment. If Plan Sponsor's governmental regulators require that Plan Sponsor perform an on-site audit of Empower's network security, as supported by evidence provided by Plan Sponsor, Plan Sponsor may conduct an on-site audit of Empower's network security, relevant to the security of Plan Data ("**Regulatory Audit**"). Unless a different notice or frequency is required by Plan Sponsor's governmental regulators, a Regulatory Audit may be conducted by Plan Sponsor once per year at a mutually agreed-upon time with at least 60 days' advance written notice to Empower. If a Regulatory Audit requires the equivalent of more than two business days of Empower Personnel's time to support such audit, Empower may charge Plan Sponsor an audit fee at Empower's then-current rates for each day thereafter.

14.3 Miscellaneous. This Addendum is governed by and incorporated into the Agreement. In the event of any conflict between the Agreement and this Addendum, the Agreement will prevail. Any capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Agreement.

EXHIBIT 2:
PROCEDURES FOR COMPLYING WITH FUND COMPANY MARKET TIMING AND EXCESSIVE TRADING

This Exhibit 2 shall apply to any Recordkeeping Services Schedule under the Master Services Agreement

PROCEDURES FOR COMPLYING WITH FUND COMPANY MARKET TIMING AND EXCESSIVE TRADING

The prospectuses, policies and/or procedures of certain fund companies require retirement plan providers offering their fund(s) to agree to restrict market timing and/or excessive trading ("prohibited trading") in their funds. The following procedures describe how we, as your recordkeeper, will comply with fund company instructions designed to prevent or minimize prohibited trading.

Various fund companies instruct intermediaries to perform standardized trade monitoring while others perform their own periodic monitoring and request trading reports when they suspect that an individual is engaging in prohibited trading. If an individual's trading activity is determined to constitute prohibited trading, as defined by the applicable fund company, the individual will be notified that a trading restriction will be implemented if prohibited trading does not cease. (Some funds may require that trading restrictions be implemented immediately without warning, in which case notice of the restriction will be provided to the individual and plan, if applicable). If the individual continues to engage in prohibited trading, the individual will be restricted from making transfers into the identified fund(s) for a specified time period, as determined by the applicable fund company. Individuals are always permitted to make transfers out of the identified fund(s) to other available investment options. When the fund company's restriction period has been met, the individual will automatically be allowed to resume transfers into the identified fund(s).

Additionally, if prohibited trading persists, the fund company may reject all trades initiated by the plan, including trades of individuals who have not engaged in prohibited trading.

Note: certain plan sponsors have or may elect to implement plan level restrictions to prevent or minimize individual prohibited trading. To the extent that such procedures are effective, we may not receive requests for information from the fund companies or requests to implement the restrictions described above.

10/16/07

EXHIBIT 3: PRIVACY NOTICE

PRIVACY NOTICE

REV 5/2021

FACTS	What does Great-West Life & Annuity Insurance Company (Empower Retirement) do with your personal information?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and account balances. • Retirement assets and transaction history. • Employment information and income. When you are no longer our customer, we continue to share your information as described in this notice.
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Empower Retirement chooses to share and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	**DOES EMPOWER RETIREMENT SHARE?**	**CAN YOU LIMIT THIS SHARING?**
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

QUESTIONS?	Call toll-free at **855-756-4738** or go to **empower-retirement.com/privacy**

WHO WE ARE	
Who is providing this notice?	Companies owned by Great-West Life & Annuity Insurance Company. A list of companies is provided at the end of this notice.
WHAT WE DO	
How does Empower Retirement protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include physical, technical and procedural safeguards, such as building and system security and personnel training.
How does Empower Retirement collect my personal information?	We collect your personal information, for example, when you: • Provide account information or apply for a loan. • Enter into an investment advisory contract or seek advice about your investments. • Tell us about your investment or retirement portfolio. We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes — information about your creditworthiness. • Affiliates from using your information to market to you. • Sharing for nonaffiliates to market to you. State laws and individual companies may give you additional rights to limit sharing.
DEFINITIONS	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Our affiliates include companies with the Empower, Empower Retirement or Great-West names, as listed below, and other financial companies such as Advised Assets Group, LLC and Empower Retirement, LLC.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *Empower does not share with nonaffiliates so they can market to you.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • *Empower doesn't jointly market.*
WHO IS PROVIDING THIS NOTICE?	
Great-West Life & Annuity Insurance Company; The Great-West Life Assurance Company (U.S. operations); Great-West Life & Annuity Insurance Company of New York; Great-West Financial Retirement Plan Services, LLC; Advised Assets Group, LLC; GWFS Equities, Inc.; The Canada Life Assurance Company (U.S. operations); Empower Retirement, LLC; Great-West Life & Annuity Insurance Company of South Carolina; Great-West Capital Management, LLC; Great-West Funds, Inc.; and Great-West Trust Company, LLC	

INT-FLY-WF-152743-0421(1028332)

EXHIBIT 4: BUSINESS CONTINUITY PLAN NOTICE

GWFS Equities, Inc., a subsidiary of Great-West Life & Annuity Insurance Company and affiliate of Great-West Life & Annuity Insurance Company of New York* ("the Company") and Empower Retirement, LLC, maintains a comprehensive business continuity plan designed to respond reasonably and effectively to events that lead to significant business disruption, such as natural disasters, power outages, or other events of varying scope. This plan defines critical functions and systems, alternate work locations, vital books and records, and staff resources, and provides for the continuation of business operations with minimal impact, depending on the severity and scope of the disruption. The plan is reviewed and tested no less than once annually to ensure that the information in the plan is kept current and that documented recovery and continuity strategies adequately support its business operations. Of utmost importance to the plan is the ability for customers to maintain access to securities accounts and assets in those accounts.

In the event that one of the contact centers or back office operation facilities becomes unavailable for any reason, calls would be re-routed to one of the firm's alternative contact center or operations facilities.

In the event of a significant business disruption to the primary office and/or data center, access to customer accounts will be provided via the Company's Web site and voice response system, operated from an alternative data center. Customer service will continue to be provided by re-routing telephone calls to a contact center located in one or more alternative sites located outside of the region. Secure work from home solutions are available for all staff.

While no contingency plan can eliminate the risk of business interruption, or prevent temporary delays with account access, the firm's continuity plan is intended to mitigate all reasonable risk and resume critical business operations within 24 hours or the next business day, whichever is later.

* Recordkeeping and administrative services are provided by Empower Retirement, LLC, and in New York, Great-West Life & Annuity Insurance Company of New York, or one of its subsidiaries or affiliates. Securities offered in your account may be offered through another broker/dealer firm other than GWFS Equities, Inc., a wholly owned subsidiary of Great-West Life & Annuity Insurance Company. Please contact your investment provider for more information if needed.

This disclosure is subject to modification at any time. The most current version of this disclosure can be found on the Web site or can be obtained by requesting a written copy by mail.

BCP – GWFS Customer Notice (Ed. Feb. 2021)

SCHEDULE A:
RECORDKEEPING SERVICES SCHEDULE
FOR THE

LIST OF PLANS

1. CITY OF STOCKTON, DEFERRED COMPENSATION PLAN AND TRUST - A 457 PLAN (PART TIME/SEASONAL/TEMPORARY EMPLOYEES) ("457(b) Governmental") Group Account Number: 061361-0002-0000

1. GENERAL

This Recordkeeping Services Schedule ("**Schedule**") is a separate agreement between the parties hereto and incorporates the terms and conditions of the Agreement ("**Agreement**") between Empower Retirement, LLC and Plan Sponsor. All references to "Empower" in this Schedule are deemed to be references to Empower or the Empower Affiliate, as the case may be, that enters into this Schedule. Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement. Any conflict between this Schedule and the terms of the Agreement shall be resolved in favor of the Agreement, unless this Schedule specifically states that its provision will prevail.

2. SCHEDULE TERM

2.1 The Effective Date of this Schedule is July 1, 2022 ("**Schedule Effective Date**"). Unless terminated in accordance with the termination provisions at Section 11 of the Agreement, this Schedule shall remain in full force and effect. The termination of this Schedule shall also operate as a termination of all Schedules to the Agreement.

2.2 Upon termination, Plan Sponsor Directs Empower to deduct any and all outstanding expenses and fees owed to Empower from the Plan's trust on the termination date, unless paid by the Plan Sponsor. Plan Sponsor agrees to amend the Plan, if necessary, to provide for the payment of expenses from the Plan consistent with the foregoing. Upon termination of this Schedule, Empower will cease to provide the Services herein. Plan Sponsor acknowledges that after the termination of this Schedule, Plan Sponsor will be responsible for performing all actions required to be taken with respect to the Plan including, but not limited to: processing of contributions, loans and distributions, and the distribution of forms to Participants. On and after the actual date of termination of this Schedule, Empower shall have no further obligations hereunder except as set forth in the Transition Assistance section.

3. NATURE OF EMPOWER'S SERVICES

3.1 Services. Empower will provide the Services set forth in this Schedule or as further described in the Exhibits attached hereto.

3.2 Fiduciary Status. Except with respect to any Services for which Empower has specifically agreed to act as a fiduciary under this Schedule, Plan Sponsor acknowledges that (i) Empower acts as a non-discretionary service provider Directed by the Plan Sponsor or other Plan fiduciary and, as authorized by the Plan Sponsor, by Participants; and (ii) performance of the Services do not involve the exercise of any discretion in the administration or management of the Plan that would cause Empower to be a fiduciary or a Plan Administrator as defined under the Code, ERISA, the Investment Advisors Act of 1940, or state law, as applicable. The Plan Sponsor has appointed a Plan Administrator that has discretionary authority

for the administration and management of the Plan. The parties agree that Empower will not perform a Service that could cause it to have discretionary authority or responsibility for the administration or management of the Plan or disposition of Plan assets. Empower shall not render, or have any authority or responsibility to render, investment advice for a fee or other compensation, direct or indirect, with respect to any Plan assets, except as specifically provided for under this Agreement.

4. PLAN SPONSOR RESPONSIBILITIES

Plan Sponsor acknowledges that Empower cannot effectively perform the Services without Plan Sponsor's cooperation. Accordingly, Plan Sponsor acknowledges and agrees that it will fulfill the following duties and obligations:

4.1 Provision of Information. Plan Sponsor or its designee, including any third parties retained by or on behalf of the Plan or Plan Sponsor, will provide all information necessary for Empower to perform the Services in a manner and format that does not require manual intervention or manipulation by Empower. Plan Sponsor acknowledges and agrees that Empower shall not bear any responsibility for any penalties or other costs incurred as a result of Plan Sponsor's failure to provide such information in a timely manner. Plan Sponsor further acknowledges and agrees that Empower may charge an additional fee if any necessary information is not provided on a timely basis, or in an electronic format usable by Empower without any manual intervention or manipulation. Plan Sponsor agrees that Empower shall be entitled to fully rely upon the accuracy and completeness of information Plan Sponsor submits and that Empower shall have no duty or responsibility to verify such information. If, as a result of incorrect or incomplete information furnished by Plan Sponsor, it becomes necessary to repeat any calculation or service, complete any new forms or revise any completed forms, Empower reserves the right to charge an additional fee. Each party agrees to bear its own transmission costs and is solely responsible for its own acts and omissions relating to transmitting, receiving, storing and handling documents and information, including the maintenance of all equipment, software and testing necessary to effectively, reliably and securely send and receive such documents and information.

4.2 Remitting Contributions and Allocation Instructions. Plan Sponsor agrees that it is solely responsible for collecting and remitting all initial and recurring contributions and loan repayments to Empower electronically via Empower's plan sponsor website, or another mutually agreed-upon manner within the time prescribed by applicable law. Plan Sponsor acknowledges that Empower is not responsible for monitoring the amount and/or timeliness of such contributions and loan repayments.

4.3 Plan Document Responsibilities. Plan Sponsor has the responsibility to ensure that the Plan documents are accurate and complete, to interpret Plan terms and to review the Plan document services provided by Empower, if any. Plan Sponsor is responsible to ensure that the Plan is being operated in accordance with its terms. Plan Sponsor shall provide Empower with a signed copy of the Plan document and all amendments to the Plan document within thirty (30) days after such document and/or amendment is adopted.

4.4 Investment Options. Plan Sponsor is responsible for the selection of all Investment Options based on Plan Sponsor's independent evaluation, or that of its registered investment advisor, consultant, broker or other agent, as applicable. Plan Sponsor must notify Empower in writing of the Investment Options intended to be serviced by Empower and such Investment Option services are only provided as agreed upon by Empower and may be subject to certain limitations or conditions. Plan Sponsor acknowledges that Empower or its Affiliates may receive fees from mutual fund families or other Investment Option Sponsors or their Affiliates for providing certain administrative or other services thereto ("**Fund Service Fees**") in connection with the Plan. Plan Sponsor may request additional information regarding

such fees at any time. If the provider of an Investment Option causes an Investment Option to become unavailable to the Plan, Empower will notify Plan Sponsor as soon as practicable after the Investment Option Sponsor notifies Empower.

4.5 Plan Sponsor Acknowledgement of Market Timing Procedures. Plan Sponsor acknowledges that the SEC requires mutual fund companies to establish procedures to prevent market timing and excessive trading. Plan Sponsor acknowledges receipt of, and agrees to adhere to, the terms and conditions of the Procedures for Complying with Fund Company Market Timing and Excessive Trading Policy attached as an Exhibit to the Agreement, as amended from time to time.

4.6 Payment of Plan Expenses. Plan Sponsor may Direct Empower in writing to deduct Plan expenses from the Plan to the extent Plan Sponsor has determined that deduction is specifically allowed by the Plan document and applicable law, and to remit to the party designated by the Plan Sponsor.

4.7 Plan Sponsor Direction to Perform the Services. In performing the Services, Empower is acting at the Direction of the Plan Sponsor or other fiduciary of the Plan by following the procedures set forth in a plan administration guide or similar procedural document provided by Empower to the Plan Sponsor, including by posting such procedural documents to the Plan Sponsor website. To the extent the procedures do not fully address a specific issue, the Plan Sponsor agrees to provide Direction in a manner reasonably requested by Empower, and Empower may rely upon any such Direction by a person that Empower reasonably believes to be authorized to act on behalf of the Plan Sponsor or other fiduciary. Plan Sponsor specifically intends that Empower will have no discretionary authority with respect to following such Direction.

4.8 Electronic Delivery. Empower will deliver plan-related documents to Participants under the Agreement in an electronic manner as described below.

4.8.1 Plan notices to be delivered by Empower via an email notice of the availability of the plan-related documents on the Participant website will be sent to an email address provided to Empower by the Participant or by Plan Sponsor. If Empower is not provided with an email address, notices will be delivered to the Participant via regular mail.

4.8.2 Empower will send an initial notification of default electronic delivery via regular mail to each Participant at least 10 days prior to delivering any plan-related documents via email. The initial notice of default electronic delivery will include the participant's email address that will be used to deliver notices of the availability of plan-related documents, a statement of the Participant's right to request and obtain a paper version of the documents and a statement of the option to opt out of electronic delivery and receive only paper versions of the documents.

4.8.3 If an email notice of availability of a plan-related document is returned undeliverable, Empower will send the notice to another email on file for the Participant. If no other email is on file for the Participant or such other email is also returned undeliverable, plan related documents will be delivered via regular mail to the Participant until such time as Empower is provided another email address for the Participant.

4.8.4 Participants may request to receive one paper copy of a plan-related document for no cost. In addition, Participants may opt out of electronic delivery and request that their plan-related documents be delivered via regular mail at any time.

4.9 Review of Reports. Plan Sponsor is responsible for reviewing and monitoring reports made available by Empower (whether provided electronically, by posting on an Empower website, or

otherwise) regarding Plan activity, transactions and investments to verify that the transactions indicated in the reports properly reflect the Direction provided by the Plan Sponsor. Empower's performance of its obligations under this Agreement shall be presumed to be accurate unless Plan Sponsor provides Empower with proper notice of discrepancies.

4.10 Error Correction.

4.10.1 Transactional and Operational Errors.

4.10.1.1 Transactional Errors. If Empower does not accurately process contribution, distribution, or investment instructions provided in good order by a Participant or the Plan Sponsor (e.g., investment allocation of Plan contributions, investment exchanges or transfers, or timely processing of a Plan distribution) and the issue is timely brought to Empower's attention, Empower will, at its own expense, retroactively correct the Plan or Participant account to reflect its adjusted financial position had the error not occurred, including any investment earnings and reduced by any investment losses. If the issue is not timely brought to Empower's attention, Empower may correct the error by adjusting the Plan or Participant account prospectively.

4.10.1.2 Plan Operational Errors. If Empower is timely notified that it has made an error that creates an operational or fiduciary issue for the Plan, Empower will, within a reasonable time after being notified of or discovering such error, notify the Plan Sponsor and describe the corrective option that Empower proposes to employ that is consistent with the Internal Revenue Service, Department of Labor, or other agency correction guidelines, where applicable, and Plan Sponsor shall review the proposed correction option. Unless the Plan Sponsor objects to such proposed correction and requests an alternate correction option within five (5) business days after receiving notice of Empower's suggested corrective option, the Plan Sponsor Directs Empower to promptly process the correction in accordance with the proposal, at Empower's expense. If Empower's proposed correction is consistent with Internal Revenue Service, Department of Labor, other agency correction guidelines, or other guidance, but the Plan Sponsor requests an alternate correction method resulting in expenses in excess of what Empower would have incurred under its proposed correction, the Plan Sponsor shall bear such additional expenses (including without limitation any attorney's fees, regulatory filing costs and additional net loss resulting from such method).

4.10.2 Trading Errors. If Empower does not accurately process a trade with the mutual fund company as Directed by the Plan Sponsor or as instructed by a Participant, then Empower will correct the share position at the mutual fund company as if the error had not occurred. In the event there are multiple funds or related errors in one or more funds involved, Empower will net gains and losses across all funds involved in the associated error(s). If the Plan Sponsor utilizes the services of a third-party trustee and/or custodian ("**Third-Party Trustee**"), Empower shall in no event be required to perform any correction: (i) for a trading error that results from an error or omission by the Third-Party Trustee, (ii) to be performed under the terms of any service arrangements between the Plan Sponsor and such Third-Party Trustee (the "**Third-Party Trust Agreement**"), (iii) that falls within error tolerance ranges under the Third-Party Trust Agreement, or (iv) that otherwise would exceed any requirements for error correction by the Third-Party Trustee under the Third-Party Trust Agreement.

4.10.3 The parties acknowledge and agree that Empower will have no liability for an error caused by acts or omissions of the Plan Sponsor, Participants or any other third party.

4.10.4 Duty to Mitigate. The parties acknowledge and agree that the Plan Sponsor, the Plan Administrator and Participants each have a duty to mitigate any errors so as to minimize the expenses

that may be incurred to correct such errors by promptly reviewing transaction confirmations, account statements and other Plan reports, as applicable, and providing notification of any error, providing timely approval of correction measures and taking such other reasonable steps as may be necessary (e.g., proactively transferring account holdings into the appropriate Investment Option).

4.10.5 Transactional Gain/Loss Compensation Policies for Error Correction. Empower may incur a gain or loss in the process of adjusting a Plan or Participant account to correct certain errors due to changes in the share/unit price of an Investment Option between the original transaction date and the correction date. The adjusted position of Plan and Participant accounts are not impacted by transactional gains or losses incurred by Empower to settle the Investment Option positions in the course of correcting the account. Empower will net any Investment Option pricing differences as part of the correction process. If a correction is made at Empower's expense, Empower, not the Plan or Participant, will incur any transactional loss and Empower will retain any transactional gain.

4.11 Account Protection. Empower, Plan Sponsor or the Participant will promptly notify the other parties if it discovers that an unauthorized distribution was made from the Participant's account. Empower will conduct an investigation and take any appropriate steps, which may include working with law enforcement, to determine the root cause of the unauthorized distribution. Plan Sponsor agrees to cooperate in any such investigation and will comply with reasonable requests for information. To the extent Empower offers Participants protection against account losses that result from unauthorized transactions, Empower will restore losses as of the date of the account loss once Empower has had sufficient time to conduct a preliminary investigation and attempt to ascertain the root cause. Such protection is not available if Plan Sponsor refuses or neglects to follow commercially reasonable security practices, as set forth in Section 5.1 of the Agreement, or if the loss resulted from a compromise of the systems or security protocols of Plan Sponsor or its third party service providers (other than Empower).

4.12 Uncashed Checks. With respect to any checks issued from Plan assets during the term of the Agreement, Plan Sponsor Directs Empower to follow state unclaimed property regulations and escheat such assets to the Plan's or the Participant's state of residence based on Empower's records. However, Plan Sponsor may Direct Empower, in writing, to treat the Plan's uncashed checks in a different manner. Plan Sponsor is solely responsible for determining the appropriate handling of uncashed checks and any unclaimed property under the applicable federal and state laws including the determination and handling of amounts related to lost Participants.

5. PLAN INVESTMENT OPTIONS & FEES

5.1 Selection of Investment Options

5.1.1 The parties agree that the purchase and sale of securities for the Plan, except for employer stock and unaffiliated self-directed brokerage, will be effected through GWFS Equities, Inc., a broker/dealer affiliate of Empower.

5.1.2 In addition to the sole responsibility for the selection of the Investment Options to be made available under the Plan, Plan Sponsor will also Direct Empower to designate one of the Investment Options available to be the default investment, in which any contribution or other amount credited under the Plan for which neither the Participant nor the Plan Sponsor has provided Empower with investment directions in good order will be invested ("**Default Investment Fund**"). Plan Sponsor may designate a Default Investment Fund(s) for Participant contributions and also designate a second Default Investment Fund for employer contributions.

5.1.3 Plan Sponsor Directs Empower and its Affiliates, as applicable, to cause all dividends, capital gain distributions, interest or other earnings paid by an Investment Option under the Plan to be reinvested in such Investment Option unless Directed otherwise by the Plan Sponsor and agreed to by Empower.

5.2 Information Regarding Investment Options

Plan Sponsor Directs Empower to obtain, or cause its designee to obtain, all necessary information (including but not limited to valuation, performance, prospectuses and other investment information) regarding any Investment Option available under the Plan from any third parties representing such Investment Options ("**Investment Option Sponsor(s)**"). Plan Sponsor acknowledges that prospectuses for the Investment Options, as applicable, will be made available electronically through one or more websites maintained by Empower or its Affiliates. In the event an Investment Option Sponsor does not provide all necessary information and Empower agrees, Plan Sponsor will arrange to provide Empower or its designee, or cause Empower or its designee to be provided, the necessary information regarding said Investment Option. In no event will Empower be responsible for the accuracy of any such information provided to Empower or its designee regarding any Investment Option, and Empower or its designee will have no duty or obligation to question, confirm or independently verify any such information.

5.3 Investment Option Changes.

5.3.1 Plan Sponsor may replace the Investment Options at any time, subject to applicable notice requirements. Plan Sponsor will notify Empower in writing of any changes to such Investment Options or the Default Investment Fund(s), and the parties will agree upon a process for the transfer of assets and investment elections, if applicable, from prior Investment Options to new Investment Options.

5.3.2 If any Investment Option is terminated by the Investment Option Sponsor, and Plan Sponsor wishes to replace the terminated option, Plan Sponsor agrees to replace the terminated option with an available fund from any fund company that currently has, or will enter into, a trading agreement with Empower.

6. ACH AUTOMATION AND PLAN MERGERS & ACQUISITIONS

6.1 ACH Automation. Plan Sponsor Directs Empower to accept a transfer of Plan records that reflects Participant ACH banking information as provided by the Plan Sponsor or by the Plan's prior service provider, without any further review and validation of the ACH information provided.

6.1.1 In Directing Empower to accept a transfer of existing Participant ACH banking information to its recordkeeping system, the Plan Sponsor certifies the following:

6.1.1.1 The Participant has previously authorized the Plan to process an ACH debit and/or credit of the Participant's account at the designated financial institution ("**Account**") in connection with all applicable Plan transactions and has authorized the designated financial institution, in the form of electronic fund transfer, to credit and/or debit the same to such Account.

6.1.1.2 The Participant has not revoked the ACH authorization for the Account prior to the transfer and the Plan shall treat the Participant's ACH authorization for the Account as remaining in effect until Empower receives a notice of cancellation from the Participant.

6.1.1.3 Plan Sponsor Directs Empower to administer all ACH transactions for all Plan purposes under the terms of Empower's separate ACH Agreement, which the Plan Sponsor has adopted as the Plan's terms and conditions governing all applicable ACH transactions processed on the Empower platform.

7. RECORDKEEPING AND ADMINISTRATION SERVICES & FEES

7.1 Transactional Fees. Transactional fees set forth in Exhibit D of Plan Sponsor's prior administrative services agreement shall remain 'as is' unless there is a reduced fee on the Empower platform, in which case the reduced pricing will be honored.

7.2 Enrollment

7.2.1 Enrollment. Based on information provided by the Plan Sponsor or its designee, Empower will enroll Participants in the Plan in a manner mutually agreed upon by the parties.

7.2.2 Eligibility Determination. Plan Sponsor Directs Empower to determine employee eligibility as Directed by the Plan Sponsor and through Plan Sponsor provided information and criteria. Empower shall also communicate details of the enrollment process to eligible Participants. Plan Sponsor agrees to notify Empower at least thirty (30) days prior to any change in the Plan's eligibility requirements. Empower may discontinue this service if the Plan's new eligibility requirements are incompatible with Empower's recordkeeping system requirements.

7.3 Deferral Processing. If Plan Sponsor provides Empower at implementation with an electronic employee data feed of all the Participant deferral amounts/percentages or full PDI file, Plan Sponsor hereby Directs and authorizes Empower to allow Participants to update their deferral elections via the website and VRU. Empower will forward updated deferral information to Plan Sponsor according to the schedule elected by Plan Sponsor.

7.4 Vesting Services. Plan Sponsor will provide Empower with up-to-date full-service vesting information electronically and ongoing Participant information as needed for the purpose of performing vesting services. Plan Sponsor Directs Empower to:(i) maintain each Participant's vesting percentage on Empower's recordkeeping system; (ii) calculate and process withdrawals and/or loans according to the vested percentage; and (iii) display the Participant's vested account balance on the quarterly statements.

7.5 Receipt and Investment of Contributions. Empower will credit contributions for allocation to Participant accounts in accordance with Direction from the Plan Sponsor and as set forth below. Empower will allocate or otherwise apply forfeitures under the Plan accounts, if any, as Directed by the Plan Sponsor. Empower will pass Directions to invest such contributions, and to execute appropriate transactions related to forfeitures, to the Plan trustee or custodian in accordance with investment Directions of the Plan Sponsor.

7.5.1 Timing Requirements for Contributions Funded via ACH, Check or Wire. Contributions received by Empower in good order prior to the close of any Business Day will be processed effective that Business Day, at that Business Day's net asset / unit values. Contributions not received by Empower prior to the close of Business Day will be processed effective the next Business Day.

7.6 Investment Transfers of Existing Assets. Empower or its designee will process investment transfers or exchanges, as applicable, received in good order subject to any conditions and/or limitations imposed by the available Investment Options under the Plan or Investment Option Sponsors. Empower will pass to the Plan trustee or custodian, as applicable, Directions to execute or record as

appropriate the corresponding transactions involving the assets of the Plan's trust. Requests for Participant-initiated transfers between Investment Options will be processed if the request is received by Empower in good order prior to market close on a Business Day. Any transfer request not received by Empower during a Business Day will be processed the next Business Day, or such earlier time as may be required in order to comply with applicable law.

7.7 Plan Loans. Empower will administer Participant account reduction loans repaid by payroll deduction pursuant to the Plan's loan policy, as amended from time to time. Loan requests may be initiated through the VRU or Participant website or submitted on approved Plan administrative forms with Plan Sponsor signature authorization.

7.8 Distributions.

7.8.1 Empower will make payments to Participants pursuant to a Participant's request and Plan Sponsor's Direction received in good order and will debit Participant accounts accordingly.

7.8.2 Plan Sponsor agrees to provide a signature authorization for all distribution requests allowed under the Plan, including but not limited to distributions, alternate payee distributions and beneficiary distributions. Empower reserves the right to charge an additional fee for services related to distributions to non-resident aliens and other distributions outside the ordinary course of plan administration.

7.8.3 Tax Withholding and Reporting of Distributions

7.8.3.1 Responsibility for Withholding and Reporting. Plan Sponsor appoints Empower or its designee as its agent to perform income tax withholding and reporting for all distributions Empower processes and to collect and remit state documentary stamp or similar taxes on all loans Empower processes, to the extent applicable. Plan Sponsor agrees to provide all information needed by Empower to perform these services. Empower or its designee shall deposit the income tax withheld with the Internal Revenue Service ("**IRS**") and other appropriate governmental entities, as applicable, on or before the applicable due dates for such remittances. Empower will complete necessary tax reporting forms for distributions it processes, file the tax reporting forms with the IRS or other governmental authority, as applicable, and send copies to the distributee. Distributions to a person subject to reporting and withholding rules that differ from those applicable to United States residents will be subject to withholding applicable to non-resident aliens unless otherwise Directed by the Plan Sponsor.

7.8.3.2 Withholding and Reporting for Plan Sponsor Initiated Distributions and Rollovers. With respect to Plan Sponsor-initiated distributions or rollovers from the Plan, Plan Sponsor Directs Empower to rely upon the information on Empower's recordkeeping system for purposes of tax reporting and withholding, and to treat payees with U.S. addresses as U.S. persons and payees with foreign addresses as foreign persons. Plan Sponsor certifies that such information is accurate and compliant with the Foreign Account Tax Compliance Act ("**FATCA**") and the Code, and that required documentation supporting such information has been collected by Plan Sponsor.

7.9 Code Section 402(f) Notice. Empower shall provide Participants with the IRS model notice, as amended from time to time, pursuant to Code Section 402(f).

7.10 Distribution Education Services. Empower or its Affiliates will make retirement consultants available to Participants to provide distribution education services and may contact Participants

who are eligible to receive distributions from the Plan to provide information regarding distribution options under the Plan including rollover services and products offered by Empower.

8. PAYMENT OF FEES & FEE CHANGES

8.1 General Requirements. This Section 8 describes certain services under which Empower will process Participant requests without obtaining Plan Sponsor signature or other further approval. In doing so, Empower will not exercise any fiduciary authority or make any discretionary determinations. Rather, this Section 8 will act as Direction by Plan Sponsor for Empower to process all Participant requests that meet the stated criteria. In order to receive the signatureless services detailed in this Section 8 Plan Sponsor must utilize the Plan Service Center ("**PSC**") and must provide all necessary information in a PDI file. Plan Sponsor must also provide any additional information or Direction as required by, and in a form acceptable to, Empower. In addition, in most cases, Empower must be the sole recordkeeper for the Plan. If at any time Plan Sponsor does not meet these general requirements, or does not meet the specific requirements of any service described in this Section 8, Empower shall not be responsible to continue to provide such service.

8.2 Payment of Fees. All fees not paid by Participants must be paid within thirty (30) days of Empower's invoice to the Plan Sponsor unless another arrangement has been pre-approved by Empower in writing. In the event any charges or fees reasonably and properly chargeable under the terms of the Agreement, including this Schedule or other applicable documents signed by the Plan Sponsor remain unpaid sixty (60) days after the date billed, Plan Sponsor Directs Empower to deduct such expense charges from the Plan and Plan Sponsor affirms that the Plan document specifically allows such deduction from the Plan. To the extent that the forfeiture or other Plan accounts would not pay Plan expenses under the Plan document or the Plan accounts are insufficient, Plan Sponsor Directs Empower to allocate such fees to the Participant accounts, and to the investment choices in which the Participant accounts are invested, on a pro rata basis using Participant account and investment option balance ratios as of the date of deduction. Plan Sponsor agrees to amend the Plan, if necessary, to provide for the payment of expenses from Plan assets consistent with the foregoing.

8.3 Fee Changes. Empower may adjust the fees set forth in this Agreement upon the earlier of (i) thirty (30) days' written notice to Plan Sponsor or (ii) mutual agreement by the parties.

9. ACCESS TO RECORDKEEPING SYSTEM & SERVICE REPRESENTATIVES

9.1 Automated Voice Response System. Participants will have access to an automated voice response system via a toll and toll-free number to inquire or make account changes from a touch-tone telephone. Inquiry services available from the automated voice response system will utilize share prices, unit values and account balances that are as of the last calculated unit value/share price. The automated voice response system will be available 24 hours a day, 7 days a week, except for routine maintenance of the system which, when necessary, will generally take place on Sunday between the hours of 2:01 am and 2:01 pm Eastern Time. However, the system may also be limited or unavailable during periods of peak demand, market volatility, systems upgrades, or maintenance, or for other reasons.

9.2 Participant Service Representatives. Participant service representatives will be available via a toll-free telephone call to Empower to answer Participant questions and process applicable transactions each Business Day between the hours of 5:00 am and 7:00 pm Pacific Time and on Saturdays between 6:00 am and 2:30 pm Pacific Time.

9.3 Plan Sponsor Access to Recordkeeping System. Plan Sponsor may interface with Empower's recordkeeping system online via Empower's Plan Sponsor website to inquire or make changes

while administering the Plan. Upon request, Empower representatives will be made available to assist and train employees of Plan Sponsor in properly accessing and processing transactions on the Empower's Plan Sponsor website. Empower's Plan Sponsor website will be available consistent with the availability of the automated VRU.

9.4 Participant Website

9.4.1 Website Use. Empower will, as part of the Services, host, maintain and make certain information available to Plan Sponsor and Participants on a website or websites (the "**Website Services**"). Plan Sponsor will not use or permit any use of the Website Services (i) in any unlawful or illegal manner; (ii) in any way that could impair the Website Services or any other party's use thereof; or (iii) to distribute, sell, resell, license or transfer any of Plan Sponsor's rights to access or use the Website Services or make the Website Services available to any third party. Any user credentials, including user identification and passwords, established by Plan Sponsor and its delegates or any Participant (each a "**User ID**") is issued to a specific user and may not be shared or used by any individual other than that user. Plan Sponsor will be responsible for the compliance by its users with the applicable terms of this Section. Empower may terminate the User ID, or portions thereof, for any user involved in a breach of this Section. Plan Sponsor acknowledges that transmissions through the internet are inherently unsecure, that virus protection software, firewalls and other security measures are not foolproof, and that the Website Services and their content are not invulnerable to fraud or hacking. In addition, Plan Sponsor acknowledges that Empower shall from time to time perform scheduled or emergency repairs, maintenance, and disaster recovery testing on the websites, and that such activity, or other circumstances beyond Empower's reasonable control, may cause the Website Services to be unavailable or delayed. Plan Sponsor agrees that Empower shall not be liable for any such delays or downtime in the Website Services, or for any virus or malicious access to the Website Services by third parties, provided that Empower has implemented and maintained security features with respect to the Website Services that are consistent with the Agreement and commercially reasonable industry standards.

9.4.2 Access to Participant Website. Participants will have access to a mobile responsive website to inquire or make certain account changes via the internet. In addition, Participants can download a complimentary Android app and an iOS phone, iPad and Apple Watch app. The Android and Apple Watch apps currently support inquiry-only capabilities while the iOS phone / iPad app supports both inquiry and certain change capabilities. All such apps will be subject to the terms of the Agreement, as related to privacy and data security.

9.4.3 Website Availability. The website will be available 24 hours a day, 7 days a week, except for routine maintenance of the system which, when necessary, will generally take place on Sunday between the hours of 2:01 am and 2:01 pm Eastern Time. However, the system may also be limited or unavailable during periods of peak demand, market volatility, systems upgrades, or maintenance, or for other reasons.

9.4.4 Enhancements. Empower may periodically update or add new content, features, services, tools or other functionality to the Participant website or other Empower Software as part of its ongoing enhancement of the Services offered to Plan Sponsor or its Participants. Such additions will be offered at no additional cost unless expressly agreed by Plan Sponsor or Participants (as applicable).

10. PARTICIPANT COMMUNICATION AND EDUCATION

11. REPORTING SERVICES

11.1 Participant Reporting. Empower will provide Participants a confirmation for transactions involving investment allocations, investment transfers, contribution rates, change of address, rollover contributions, and rebalance activity. Empower will also make available to each Participant account information on at least a quarterly basis, including beginning and ending balances, all contributions and transactions processed, interest credited or change in value, fees and withdrawals deducted, transfers processed and performance data on Investment Options held by the Plan to the extent such data is provided by the Investment Option Sponsor, personal rate of return on investments, account balance translated into an estimated monthly income amount, and balance in the SDB, as applicable. Participants' statements shall be distributed in accordance with Section 4.8 of this Schedule, Electronic Delivery. Statements will be available within fifteen (15) Business Days after receipt of final information in good order from third party sources.

11.2 Plan Sponsor Reporting. Empower will provide an Employer Plan Summary Report to Plan Sponsor, summarizing Plan-level assets and Participant account balances, within thirty (30) Business Days after each calendar quarter end ("**Employer Plan Summary Report**"). The following Plan information will be addressed in the Employer Plan Summary Report: (i) summary of Plan transactions and assets; (ii) summary of contributions processed; (iii) withdrawals; (iv) annuities purchased, if applicable; (v) periodic payments; (vi) Investment Option grand totals – summarizes both dollars and units/shares and Plan activity; (vii) Investment Option totals by money type – summarizes both dollars and units/shares and money type activity; (viii)Participant summary – a report of account activity for each Participant.

12. TRANSITION ASSISTANCE SERVICES

12.1 Transition Services. Empower agrees to support the transition of recordkeeping and administrative services ("**Transition Services**") to a successor service provider subject to the terms and conditions of the Agreement. Empower shall provide the following Transition Services prior to the Service End Date (as defined below) of the Agreement.

12.2 Planning. Participate in conference calls and in-person meetings, as needed, with Plan Sponsor and the successor service provider to designate the transfer team, define communication channels, discuss the transfer process and define expectations, responsibilities, and applicable deadlines. Empower will designate a transition Project Manager to lead and be the contact person for the transition effort. In the event Plan Sponsor requests that the Project Manager or other deconversion team member attend a transition services meeting in person at a site other than Empower's office location, Empower's fees for time and travel for such in-person meetings are $1500 per day, per person.

12.3 Data Layouts. Provide the successor service provider with data layouts for Participants and Plan data residing on Empower administration systems, including but not limited to data layouts for paper statement indicators, rebalance frequency elections, ACH indicators, outstanding loan terms and payment amounts, powers of attorney on file, and dividend pass-through elections. The data layouts will correspond to Empower standard file formats.

12.4 Plan Materials. Upon termination, Empower shall provide the successor service provider with copies of all Plan summaries, individual Participant statements (upon request) and other forms, reports, or web content; provided, however, Empower will provide such Plan materials only to the extent designed specifically for the Plan and not deemed by Empower to be proprietary. In addition, Plan Sponsor agrees, and will require any third party to whom Plan Sponsor provides the materials to agree, to maintain the

confidentiality of all Empower materials and information, including but not limited to web content, communications material, and information on Empower's Plan Sponsor Website.

12.5 "Test" Data Transfer Files. Provide the successor service provider with two (2) full volume test extract data transfer files for the Plan. Such files will be provided at a time mutually agreed upon by the parties. Control totals and standard Empower reports will accompany the files.

12.6 "Refresher" Data Transfer Files. Provide the successor service provider with one (1) full volume test extract refresher data transfer files for the Plan. Such files will be provided at a time mutually agreed upon by the parties. Control totals and standard Empower reports will accompany the files.

12.7 "Live" Data Transfer Files. Provide the successor service provider with one (1) full live data transfer file to the successor service provider in Empower standard file format for the Participant and Plan data residing on Empower administration systems as of a date mutually agreed upon by the parties. The live data file will be in the same format as the test data file or in the test data file format. Control totals and standard Empower reports will accompany the live data transfer file.

12.8 Questions about Data on Transfer Files. Provide up to 25 aggregate hours of Empower's time to answer questions about system data provided by Empower on the test data transfer files, the refresher data transfer files and the live data transfer file. Empower will charge the Plan or Plan Sponsor at then-current hourly rates for time spent in excess of 25 hours.

12.9 Answering Questions. Provide up to 25 aggregate hours of Empower's time responding to questions about Plan administrative practices and communication materials used by Empower in servicing the Plan. Empower will charge the Plan or Plan Sponsor at then-current hourly rates for time spent in excess of 25 hours.

12.10 Final Participant Valuation. Send to the successor service provider, at a mutually agreed upon date, reports of all historical files, documents and records necessary for the continuing administration and recordkeeping of the Plan in electronic form (where available) and/or paper form ("**Final Participant Valuation**"). As of the Service End Date, the Final Participant Valuation includes: (i) Current Participant indicative and financial data; (ii) Participant level reports; (iii) Plan level totals; (iv) Investment valuation statement; (v) Employee loan status report; (vi) Loan summary report; (vii) Deemed loan report; (viii) Highest outstanding loan balance report; (ix) MRD report; (x) Installment tax withholding report; (xii) On-line beneficiary data, if maintained by Empower; and (xiii) Scanned beneficiary forms, if maintained by Empower. Notwithstanding the foregoing, the parties acknowledge that the reports and information identified as Final Participant Valuation are subject to change based upon changes in plan administration and/or system requirements. Plan Sponsor acknowledges that at the mutually agreed upon date, Empower will provide only those reports applicable to the Plan and currently available from Empower's recordkeeping system.

12.11 Open Participant Case Records. Send open case records at a mutually agreed upon date, or Service End Date, if later, to Plan Sponsor or to successor service provider at Plan Sponsor's Direction.

12.12 Year-end Processing. For Services that conclude as of December 31 for a calendar year plan or the end of the Plan's fiscal year, as applicable, perform any compliance testing, government filings, or other reporting required as of that year-end. For Services that conclude as of any date other than December 31, perform any government filings for completed Services (e.g., Forms 1099-R for Participant distributions) and provide to Plan Sponsor the same year-end reports and information otherwise provided

for a calendar or fiscal year, as applicable, but only reflecting the portion of the calendar or fiscal year, as applicable, for which Services were provided.

12.13 Fees Related to Transition Services. In the event Plan Sponsor requests Empower to provide additional or extraordinary Transition Services (beyond those described in items 12.1 through 12.12 above) including, but not limited to, change in data layout, change of data elements in standard layouts, number of data transfer files, or services beyond Service End Date, Empower reserves the right to charge the Plan or Plan Sponsor, as Directed by the Plan Sponsor, for additional or extraordinary Transition Services at then-current hourly rates. Empower shall receive payment for services rendered within 30 days of invoice delivery. In the event payment is not received within the stated timeframe all Transition Services will cease until such time payment is received.

12.14 Transition Services after Service End Date. In addition to the foregoing, Empower agrees to provide the following Transition Services for ninety days following the Agreement's termination effective date ("**Service End Date**").

12.14.1 Provide up to 20 hours of Empower's time responding to questions from the Plan Sponsor or its auditor. Empower will charge the Plan or Plan Sponsor at then-current hourly rates for time spent in excess of 20 hours.

12.14.2 To the extent information and/or reporting is readily available from Empower's systems, Empower agrees to provide to the successor service provider the following Transition Services for up to 110 requests per month: (a) loan repayment information; (b) Participant account balances as of specific dates; (c) Participant account earnings and/or dividends for specific time periods; (d) distribution history information; (e) reporting or respond to other Participant account history information requests; (f) Participant account history information (excluding QDRO related information); (j) Participant Statements; (k) Duplicate Forms 1099-R; (l) Provide QDRO related account history; (m) Respond to questions regarding Plan specific processes, provided however that if the number of requests exceeds 110 in any given month, a per-request fee of $500 will be assessed.

[Signature Page Follows]

File #: 22-0468, **Version:** 1

ADOPT A RESOLUTION APPROVING SUBMITTAL OF A GRANT APPLICATION TO THE DEPARTMENT OF WATER RESOURCES DELTA WATER QUALITY AND FISH FACILITIES PROGRAM

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving submittal of a grant application to the Department of Water Resources for the Delta Water Quality and Fish Facilities Program.

It is also recommended that the City Manager be authorized to take all necessary and appropriate actions to carry out the purpose and intent of this resolution.

Summary

The Department of Water Resources (DWR) Division of Multi-Benefit Initiatives has received funding from Proposition 50, the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Program). The Program will award grant funding to agencies with projects that meet specific criteria aimed at improving the water quality of the Delta, protecting fish habitat, and managing water levels and diversion.

The Municipal Utilities Department (MUD) is requesting approval to prepare and submit a grant application for $10 million to help finance the investigation, design, and construction of a portion of the Regional Wastewater Control Facility Modifications Project (RWCF Project); and the construction of an official DWR monitoring station in the San Joaquin River at the Delta Water Supply Intake Pump Station on Empire Tract.

Staff recommends that the City Council adopt a resolution approving the submission of a $10 million grant application to the DWR Delta Water Quality and Fish Facilities Program.

DISCUSSION

Background

The Program will award grant funding to agencies with projects that meet specific criteria aimed at improving the water quality, protecting fish habitat, and managing water levels and diversion of the Sacramento-San Joaquin Delta, the largest estuary on the Pacific Coast of the United States.

Awards will be granted only to those projects with the greatest feasibility and public benefit value, and which are at least generally consistent with local and state adopted plans for Delta water quality and ecosystem enhancement.

The MUD is requesting approval to prepare and submit a grant application for $10 million. If approved, this funding will help finance the investigation, design, and construction of a portion of the RWCF Project that will include the new wastewater discharge outfall into the San Joaquin River (Eastside Outfall); and the construction of an official DWR monitoring station in the San Joaquin River at the Delta Water Supply Intake Pump Station on Empire Tract.

Present Situation

The Program application period is now open, with application packets from eligible agencies due by June 30, 2022. There are several criteria for determining eligible projects under the Program, including constructing facilities to control waste discharges that contribute to low dissolved oxygen and other water quality problems in the lower San Joaquin River and the South Delta.

If approved by the DWR, grant funding worth $10 million will finance two projects: 1) the investigation, design, and construction of the Eastside Outfall ($9.5 million); and 2) construction of a new DWR monitoring and gauging station in the San Joaquin River at the Delta Water Supply Project Intake Pump Station ($500,000). The outfall project is underway and will become part of the RWCF Project. If awarded, the grant will reimburse monies already spent on the outfall project, reduce overall Project expenditures, and lessen the burden on rate payers.

Consistent with the grant program guidelines, applicants are required to adopt resolutions authorizing the application for the Program grants and designating a representative to execute all necessary documentation.

Staff recommends that the City Council adopt a resolution approving the submission of a $10 million grant application to the Department of Water Resources Delta Water Quality and Fish Facilities Program and identifying the City Manager as the authorized representative.

FINANCIAL SUMMARY

Grant funding will be available July 1, 2022 through June 30, 2025. If approved for the Program, funding payments will be made in arrears. The outfall project is currently funded through the MUD Capital Improvement Program (CIP). The grant will reimburse investigation, design, and construction costs. The gauging station project will be funded by the CIP and approved by the City Council through the annual CIP budget process.

There is no impact to the General Fund, or any other unrestricted fund, from this action.

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING SUBMITTAL OF A GRANT APPLICATION TO THE DEPARTMENT OF WATER RESOURCES DELTA WATER QUALITY AND FISH FACILITIES PROGRAM

The City of Stockton, Municipal Utilities Department is implementing the RWCF Plant Modifications Project, which includes construction of a new outfall structure on the east bank of the San Joaquin River, referred to as the Eastside Outfall; and

The City of Stockton is also considering installing an official Department of Water Resources monitoring station in the San Joaquin River at the Delta Water Supply Intake Pump Station on Empire Tract; and

Both projects meet the criteria for grant funding consideration under the Department of Water Resources Delta Water Quality and Fish Facilities Program; now, therefore,

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

1. That an application be made to the Department of Water Resources' Division of Multi-Benefit Initiatives to obtain a grant under the terms and conditions of the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Wat. Code § 79500 et seq).

2. If such grant funding is awarded, to enter into an agreement, on behalf of the City of Stockton, to receive said grant funds to be used in the manner described in the grant application.

3. The City Manager, or designee, is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 14, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
Clerk of the City of Stockton

File #: 22-0473, **Version:** 1

AWARD A PROFESSIONAL SERVICES AGREEMENT TO GEOSYNTEC CONSULTANTS, INC. TO PERFORM A GEOTECHNICAL INVESTIGATION FOR THE DELTA WATER TREATMENT PLANT GROUNDWATER RECHARGE PROJECT

RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Approve the filing of a Notice of Exemption No. NOE 16-22 under the California Environmental Quality Act (CEQA) for the geotechnical Investigation, (Exhibit 1 to the Resolution).

2. Approve findings pursuant to Stockton Municipal Code section 3.68.070 which support and justify an exception to the competitive bidding process.

3. Award a Professional Services Agreement to Geosyntec Consultants, Inc. of Rancho Cordova, CA in the not-to-exceed amount of $538,303 to perform a geotechnical investigation and complete a hydrogeologic characterization report for the Delta Water Treatment Plant Groundwater Recharge Project.

It is also recommended that the City Manager be authorized to take all appropriate and necessary actions to carry out the purpose and intent of this resolution.

Summary

As part of the City's original water supply conjunctive use program, the Municipal Utilities Department (MUD) plans to investigate the potential development of a groundwater recharge project at the Delta Water Treatment Plant (DWTP). The conjunctive use of water supplies includes the recharge of available water into the groundwater basin that is stored and later pumped in dry years or during extended droughts.

The Phase 1 development of a groundwater recharge project begins with investigating the soil characteristics at the site of the proposed recharge project. To collect this hydrogeological information, the MUD solicited proposals from qualified geotechnical engineering firms. The firms were asked to provide professional service proposals for conducting a geotechnical investigation and preparing a hydrogeologic characterization report on a 70-acre field at the DWTP site. The data and conclusions from this study will be used to confirm the feasibility of constructing a groundwater recharge project. This project will be receiving State funding feasibility and future construction through the Department of Water Resources Sustainable Groundwater Management Act (SGMA) Round 1 grant program ($300,000) and the Integrated Regional Water Management Program ($2,000,000).

If the geotechnical investigation demonstrates the project is feasible, Phase 2 will include engineering design, environmental review, permitting, funding and construction. In addition, the development and future construction of the recharge basin project will help to balance groundwater levels in the critically-over drafted Eastern San Joaquin Groundwater Sub-basin to meet the Region's Sustainable Groundwater Management Act (SGMA) requirements.

On January 7, 2022, the City advertised the Request for Proposal (RFP) for the Geotechnical Investigation and Hydrogeologic Characterization Report of the Delta Water Treatment Plant groundwater recharge project. Seven proposals were received and evaluated. Staff recommends that the City Council adopt a resolution awarding a Professional Services Agreement to Geosyntec Consultants, Inc. of Rancho Cordova, CA, in the not-to-exceed amount of $538,303 for a Geotechnical Investigation and Hydrogeologic Characterization Report for the DWTP groundwater recharge project.

DISCUSSION

Background

In 2012, the MUD dedicated the Delta Water Supply Project (DWSP). This project was a key component of the City's conjunctive use program to help balance groundwater levels in the Eastern San Joaquin Groundwater Sub-basin and has provided supplemental surface water supply to the City of Stockton's water customers. The project included a river diversion and pumping station to convey water to the 30-million gallon per day water treatment plant located along Lower Sacramento Road north of 8-Mile Road between the City of Stockton and the City of Lodi.

The DWSP was designed, in part, to protect the groundwater basin through conjunctive management of water resources and to improve the City's water supply reliability portfolio. The next phase of the DWSP is to develop additional conjunctive use capability with the investigation, design, and construction of a groundwater recharge project on 70 acres of the available land near the treatment plant. This project would make use of water available under the City's Water Right Permit 21176, contract supplies from Woodbridge Irrigation District (WID), and possibly stormwater runoff from the City of Lodi as a direct groundwater recharge and recovery project. Available water supply that is recharged into the groundwater basin can be stored and later pumped during dry years or extended droughts.

Before a recharge basin is designed and constructed, professional services are needed to conduct geotechnical investigations and hydrogeologic characterization of the soil profiles at the DWTP site. The purpose of this effort is to conduct a subsurface investigation at the DWTP site to determine soil profile characteristics for suitability of infiltrating surface-applied water for direct recharge. Information acquired and conclusions from this effort will be summarized into a feasibility report.

Present Situation

On January 7, 2022, the City advertised an RFP for a geotechnical investigation and a hydrogeologic characterization report of the DWTP groundwater recharge project. On March 17, 2022, seven proposals were received from the following Consultants:

Consultant	Location	Price
GEI Consultants, Inc.	Rancho Cordova, CA	$527,524
Geosyntec Consultants, Inc.	Rancho Cordova, CA	$538,303
Hazen and Sawyer	Sacramento, CA	$356,966
Kleinfelder, Inc.	Stockton, CA	$256,090
Stantec Consulting Services, Inc.	Fresno, CA	$335,019
West Yost & Associates, Inc.	Davis, CA	$489,384
Woodard & Curran	Sacramento, CA	$718,565

A Selection Committee comprised of MUD staff evaluated and ranked all proposals based on each Consultant's understanding of the work, experience with similar work, qualifications of proposed team, project approach, and cost. Geosyntec Consultants, Inc. met or exceeded the requirements and was found to be the most qualified based on the RFP criteria. Furthermore, Geosyntec Consultants, Inc. has over 30 years of experience in providing hydrogeologic services in California.

Staff recommends that the City Council adopt a resolution to award a Professional Services Agreement to Geosyntec Consultants, Inc. in the not-to-exceed amount of $538,303 for geotechnical investigation and hydrogeologic characterization report of the DWTP groundwater recharge project (Exhibit 2 to the resolution).

Findings

Pursuant to Stockton Municipal Code section 3.68.070, City Council may approve findings which support and justify an exception to the competitive bidding process. The following findings support such an exception:

1. A strict cost-competitive basis for the selection of a professional may lower the quality and thoroughness of the services provided.

2. Use of the RFP process is appropriate for this Professional Services Agreement because it relies on the evaluation of professional qualifications and performance as the basis for the selection of a vendor, which is a typical practice for this type of work. Use of these criteria resulted in the selection of a vendor with over thirty years of hydrogeologic experience in California.

3. Considering the size, complexity, and schedule requirements of the project, the City does not have sufficient staff resources to monitor and ensure compliance of the project in a cost-effective and timely manner.

4. The City negotiated the contract following the solicitation of competitive proposals in accordance with SMC section 3.68.070.A.3.

The recommended resolution will award a Professional Services Agreement to Geosyntec Consultants, Inc. in the not-to-exceed amount of $538,303 for geotechnical investigation and hydrogeologic characterization of the DWTP groundwater recharge project.

ENVIRONMENTAL CLEARANCE

It has been determined that this project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) guidelines as specified under Article 19, Section 15306, Class 6 of the CEQA guidelines because it consists of soil borings for a geotechnical investigation and is for the purpose of basic data collection activities which would not result in a serious or major disturbance to an environmental resource. In addition, the proposed project is consistent with the 2040 Stockton General Plan (Land Use Policy 6.3) because it improves existing utility services to ensure that all neighborhoods have access to well-maintained public facilities and utilities that meet community service needs.

LOCAL EMPLOYMENT ORDINANCE

On September 1, 2009, the City Council adopted a Local Employment Ordinance establishing a goal that 50 percent of the workforce on public works projects of at least $100,000 be residents of the City of Stockton. The contract amount for this project is more than $100,000 and is subject to the Local Employment Ordinance.

FINANCIAL SUMMARY

In 2021, the MUD applied for grant funding for project feasibility and future construction under the Department of Water Resources Sustainable Groundwater Management Act (SGMA) Round 1 grant program and the Integrated Regional Water Management Program. The MUD has been informed by the State that the project will be receiving $300,000 and $2,000,000 from these programs, respectively.

There are sufficient funds available in the MUD Capital Improvement Projects under Project Number UH21005 to award the PSA in the amount of $538,303 to Geosyntec Consultants, Inc. of Rancho Cordova, for geotechnical investigation and hydrogeologic characterization report for the DWTP groundwater recharge project.

There is no impact to the General Fund, or any other unrestricted funds, from this action.

Resolution No.

STOCKTON CITY COUNCIL

AWARD A PROFESSIONAL SERVICES AGREEMENT TO GEOSYNTEC CONSULTANTS, INC. TO PERFORM A GEOTECHNICAL INVESTIGATION FOR THE DELTA WATER TREATMENT PLANT GROUNDWATER RECHARGE PROJECT

In 2012, the Municipal Utilities Department (MUD) dedicated the Delta Water Supply Project (DWSP) to provide a supplemental surface water supply to the City of Stockton and protect the groundwater basin through conjunctive management; and

The project included a river diversion and pumping station, 12 miles of 54-inch raw water pipeline, and a 30 million gallon per day water treatment plant (DWTP), on a 130-acre parcel on Lower Sacramento Road; and

The next phase of the DWSP is the development of additional conjunctive use capabilities through groundwater recharge and storage on a 70-acre site located at the DWTP; and

A groundwater recharge project will make use of water available under the City's Water Right Permit 21176, contract supply from Woodbridge Irrigation District, and potentially other water sources; and

The development of a groundwater recharge project begins with investigating the soil profile characteristics of the specific area that will be used for recharge; and

On January 7, 2022, the City advertised an RFP for a geotechnical investigation and a hydrogeologic characterization report of the DWTP groundwater recharge project; and

The Municipal Utilities Department staff recommends an award of a professional service agreement to Geosyntec Consultants, Inc. in the not-to-exceed amount of $538,303; and

The project is in conformance with the City's General Plan and is exempt from the requirements of the California Environmental Quality Act (CEQA) as specified under Article 19, section 15330(b)(5), of the CEQA Guidelines; The project is in conformance with the Stockton General Plan based on Policy Land Use – 6.3; now, therefore,

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

1. Approve the filing of the Notice of Exemption No. NOE 16-22 under CEQA for the geotechnical investigation, a copy of which is attached as Exhibit 1 and incorporated by this reference.

2. The City Council approves the following findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process:

a. A strict cost-competitive basis for the selection of a professional may lower the quality and thoroughness of the services provided.

b. Use of the RFP process is appropriate for this Professional Services Agreement because it relies on the evaluation of professional qualifications and performance as the basis for the selection of a vendor, which is a typical practice for this type of work. Use of these criteria resulted in the selection of a vendor with over 30 of hydrogeologic experience in California.

c. Considering the size, complexity, and schedule requirements of the project, the City does not have sufficient staff resources to monitor and ensure compliance of the project in a cost-effective and timely manner.

d. The City negotiated the contract following the solicitation of competitive proposals in accordance with SMC section 3.68.070.A.3.

3. A Professional Services Agreement to perform a geotechnical investigation and hydrogeologic characterization report for the Delta Water Treatment Plant Groundwater Recharge Project, in the not-to-exceed amount of $538,303, between the City of Stockton and Geosyntec Consultants, Inc. of Rancho Cordova, CA is hereby awarded, and the City Manager is authorized and directed to execute the same, a copy of which is attached as Exhibit 2 and incorporated by this reference.

4. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 14, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

CITY OF STOCKTON
NOTICE OF EXEMPTION

TO: COUNTY CLERK
COUNTY OF SAN JOAQUIN
44 N San Joaquin Street, Suite 230
Stockton, CA 95202

FROM: Lead Agency
City of Stockton
c/o Municipal Utilities Department
Water Division
11373 N Lower Sacramento RD
Lodi, CA 95242

NOTICE OF EXEMPTION PURSUANT TO PUBLIC RESOURCES CODE SECTION 21152(B) AND CALIFORNIA CODE OF REGULATIONS TITLE 14, SECTION 15062

PROJECT DATA
Project Title: The Delta Water Treatment Plant Groundwater Recharge Improvement Project, Project No. UH21005

CEQA Exemption File No.: NOE 16-22
Applicant: City of Stockton - Municipal Utilities Department
Project Description/Location: The Municipal Utilities Department (MUD) is developing a groundwater recharge and recovery project at the Delta Water Treatment Plant (DWTP).

DETERMINATION/FINDING OF EXEMPTION
The above-described activity/project is exempt from the environmental assessment requirements of the California Environmental Quality Act (CEQA) pursuant to the following section(s) of the State CEQA Guidelines (California Code of Regulations, Title 14):

☐ The activity is not a "project" as defined in Section 15378.
☐ The activity is exempt under the "general rule" that CEQA applies only to projects which have the potential for causing significant environmental effects, as specified in Section 15061(B)(3).
☐ The project has been granted a "Statutory Exemption" under Article 18 and, specifically, by Section(s): _____.
☒ The project has been granted a "Categorical Exemption" under Article 19 and, specifically, by Section: 15306, Class 6.

BASIS FOR FINDING OF EXEMPTION
☐ The activity does not qualify as a project and/or clearly could not have a significant effect on the environment and, therefore, CEQA does not apply.
☒ The activity constitutes a discretionary project under the City's jurisdiction and qualifies as a project which has been determined not to have a significant effect on the environment and, therefore, is exempt from the provisions of CEQA under the above-noted statutory or categorical exemption(s).

C. MEL LYTLE, Ph. D.
MUNICIPAL UTILITIES DEPARTMENT

May 10, 2022
(DATE OF PREPARATION)

By Danny Trejo
Program Manager III

(DATE OF FINAL APPROVAL)

AFFIDAVIT OF FILING AND POSTING

I declare that on the date stamped above, I received and posted this notice or included it on a list of such notices which was posted as required by California Public Resources Code Section 21152(B). Said notice or list of notices will remain posted for 35 days from the filing date.

Signature

Title

Posting Period Ending Date

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Geosyntec Consultants Inc. ("Contractor") to provide Hydrogelogic Services as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: July 1, 2022 Terminates on: June 30, 2025

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: $ 538,303

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

(a) Exhibit A – Statement of Work
(b) Exhibit B – Insurance
(c) Exhibit C – General Terms & Conditions
(d) Exhibit D – Professional Services Special Terms & Conditions
(e) Exhibit E – Compensation Schedule
(f) Exhibit F – Timeline
(g) Exhibit G - Special Funding Terms & Conditions ARPA (If applicable check box) YES ☐

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Geosyntec Consultants, Inc.
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature 5/10/22 Date

AMER HUSSAIN SENIOR PRINCIPAL ENGINEER
Printed Name and Title of Person Signing

1111 E HERNDON AVE, SUITE 217, FRESNO CA 93720
Address

CITY OF STOCKTON

Harry Black, City Manager Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:
Lori M. Asuncion, Acting City Attorney

BY:

EXHIBIT A

STATEMENT OF WORK

1. Project Objectives

The purpose of this project is to perform a geotechnical investigation, evaluate the feasibility, provide planning, and to develop a feasibility study and report for the Delta Water Treatment Plant (DWTP) Groundwater Recharge Basin Improvements Project. The geotechnical investigations will establish the subsurface soil characteristics and evaluate if they have the likelihood of supporting a successful groundwater recharge project.

2. Project Scope

Provide professional services to conduct a geotechnical investigation and hydrogeologic characterization of a portion of the DWTP site for direct groundwater recharge and recovery potential. The intent of this effort is to conduct a subsurface investigation at the DWTP site to:

- Determine soil profile characteristics for suitability of infiltrating surface-applied water for direct recharge
- Subsurface lithology
- Groundwater levels
- Potential storage volume (volume of water that can be recharged and recovered while avoiding local impacts)
- Specific yield
- Hydraulic conductivity
- Water quality

Data acquired and conclusions from this work effort will be used to confirm the feasibility of a direct DWTP site recharge project. Engineering design, environmental review, water rights and project funding will be the focus of a future project phase.

3. Specifications

The City uses ArcGIS. The data natively is in California State Plane grid 3 EPSG 2227 – units are in feet. The GIS system does not adhere to a vertical system.

The horizontal and vertical coordinate system and datums will be based on the North American Datum of 1983 (NAD83) converted to the California Grid

Coordinate System of 1983, Zone 3 (CA83111-F) as referenced by the City of Stockton Horizontal Control System.

The vertical datum will be based on the National Vertical Datum of 1929 (NGVD29) as referenced by available City of Stockton 1996 Local Adjustment (COS96) benchmarks.

4. Major Deliverables

- Technical Memorandum Summarizing results of Literature Search
- Meetings to discuss project and results
- Topographic Survey in feature class format within a file geodatabase using NAD83 State Plane, California Zone 3 (feet)
- Summarizing results of utility locations and historical land use
- Geophysical survey analysis report, including lithologic and stratigraphic data interpretations
- Final Work Plan
- Drilling permits
- Model Documentation Report
- Feasibility Report

5. Tasks That Support the Deliverables

Task 1: Project Management

The Consultant shall provide comprehensive project management services to include budget and schedule maintenance, resource allocation, communication management and quality assurance and quality control of project deliverables.

Consultant shall establish a regional geotechnical setting for the DWTP groundwater recharge and recovery site by reviewing and referencing publicly sourced geotechnical information including existing well and groundwater monitoring locations, groundwater elevations, groundwater flow direction and groundwater quality data to be used to plan the geotechnical and hydrogeologic approach and site groundwater recharge and recovery evaluation.

Task 2: GIS-based Survey, Utilities Evaluation and Site Assessments

Provide all field survey work necessary to support the subsurface investigation effort. Survey and base mapping of the project site shall be prepared in US Customary English units by a California licensed Land Surveyor in

accordance with the City guidelines in Geographical Information System (GIS) format.

- Utilities Research
- Coordinate the proposed geotechnical work with existing field conditions and utilities.
- Site Assessments

Research property history for any prior site assessments to determine any prior site uses that may impact the geotechnical work or site suitability.

Task 3: Surface Geophysical Survey

Consultant shall conduct a surface geophysical survey of the DWTP recharge pond sites utilizing an Electrical Resistivity Profiling (ERP) method.

The data shall provide a Geophysical survey analysis report, including lithologic and stratigraphic data interpretation.

Task 4: Preliminary Geotechnical Investigation Approach and Planning Activities

Consultant shall provide a draft work plan and schedule demonstrating the approach to thegeotechnical investigation that will document subsurface soil conditions over the site.

The preliminary geotechnical investigation approach and planning activities must provide adequate detail regarding the suitability of the soil matrix to support the hydrogeologic characterization effort and ultimately inform the potential of the DWTP site to support a groundwater recharge and recovery operation.

Task 5: Final Geotechnical Plan

Upon review and approval of City staff, Consultant shall finalize the geotechnical investigation plan and schedule to project completion.

Task 6: Permits

Consultant is responsible for acquiring the necessary regulatory approvals and required permits. Submit applications and pay associated fees in advance of the geotechnicalinvestigation.

Task 7: Geotechnical Investigation

- Conduct exploratory test borings in accordance with the Final Geotechnical Plan.
- Maintain a boring log of the soils encountered for visual examination, classification, and laboratory testing.
- Conduct field penetration tests to evaluate relative density, strength, compression, and percolation characteristics of the native soils.
- Submit soil and groundwater samples to a certified laboratory for testing to confirm the following characteristics:
  - Density
  - Gradation
  - Strength
  - Compression
  - Corrosion Characteristics
  - TDS
  - Nitrates
  - TOC (THM potential)
  - Other recommended analyses not listed here

Task 8: Hydrogeologic Characterization

The purpose of the hydrogeologic characterization is to assess the ability of the site to accept, store and recover stored surface water. This characterization shall include the following:

- Expected percolation rate
- Specific yield estimate
- Hydraulic conductivity
- Available storage estimate
- Recovery well production rates (location and number of recovery wells)
- Existing groundwater quality
- Groundwater flow direction

Task 9: Feasibility Report

This task will compile results of the geotechnical and hydrogeologic characterization into a Groundwater Recharge and Recovery Project Feasibility Report. This report shall confirm the following:

- Suitability to recharge surface-applied water in terms of feet/day over the site and an estimate of the annual quantity of water capable of being recharged to the underlying groundwater basin
- Potential for groundwater recovery in terms of million gallons per day or acre-feet per year
- Recommendation for monitoring groundwater movement to determine the volume of water recharged and available for recovery without negatively impacting the groundwater basin and/or nearby private (or public) wells
- Preliminary basin layout that considers the existing surface water delivery locations and how water is best distributed and managed across the site
- Environmental clearance requirements
- Permitting requirements
- Operation and maintenance recommendations
- Estimate of probable design and construction cost

6. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: Geosyntec Consultants, Inc
3043 Gold Canal DR, Suite 100
Rancho Cordova, CA 95670

City: City of Stockton
Attn: City Manager
425 N. El Dorado Street
Stockton, CA 95202

7. Key Personnel

Danny Trejo

Program Manager III, Water Division

11373 N Lower Sacramento Rd

Lodi, CA 95242

8. Option to Renew.

There is no option to renew.

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s).

Exhibit B:
Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **$2,000,000** per occurrence or claim, $2,000,000 aggregate. (If Claims-made, see below.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No

representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton**.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (note – applicable only to professional liability)

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*.

3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contract work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: "S*ubcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request."* Contractor shall provide proof of such compliance and verification to the City upon request.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton Attn: City Risk Services
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation**. City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work**. All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work**. All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. Timeliness. Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. Changes. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. Amendment. No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. Contractor's Status.

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor’s personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. **Licenses, Certifications and Permits**. Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. **Records and Audits**. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. **Confidentiality**. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. **Conflicts of Interest**. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. **Waiver**. In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. **Governing Law**. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. **No Personal Liability**. No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statue, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). http://www.dol.gov/oasam/regs/statutes/titlevi.htm. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D

PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. Definitions. The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 “Deliverable” means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. General. The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions (“GTC”) Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. Time for Performance.

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor’s agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

EXHIBIT E

COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is $__538,303_____ (hereafter the "not to exceed" amount). The "not to exceed" amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.

ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.

iii. Travel expenses shall be reimbursed in accordance with the City's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the "not to exceed" amount is reached, the Contractor's compensation will be based on the Contractor's invoices previously submitted for acceptable work performed and approved.

1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed __0___%.

2. Task Price. Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Not Applicable

3. Additional Fees. Should an amendment to the Agreement be issued for additional services that require the following items, the unit prices are as follows:

Not Applicable

5. Invoice to Address. Each invoice submitted shall identify the specific task(s) listed in Exhibit A, the contract number (purchase order number), and the completed work product/deliverable.

Invoices are to be submitted electronically to the City's Vendor Self Service portal at http://ww1.stocktonca.gov/ or emailed directly to mudfinance@stocktonca.gov.

Invoices may also be mailed to:
Delta Water Treatment Plant (MUD)
Attn: MUD Finance
2500 Navy Drive
Stockton, CA 95206

EXHIBIT F

TIMELINE

1. Consultant shall complete the requested services identified in Exhibit A as follows:

1.1 **TIMELINE FOR COMPLETION OF WORK**

1.1.1	**Task 1**	**August 2022**
1.1.2	**Task 2**	**August 2022**
1.1.3	**Task 3**	**August 2022**
1.1.4	**Task 4**	**September 2022**
1.1.5	**Task 5**	**September 2022**
1.1.6	**Task 6**	**November 2022**
1.1.7	**Task 7**	**February 2023**
1.1.8	**Task 8**	**February 2023**
1.1.9	**Task 9**	**February 2023**

Proposal Fee

We propose to complete the scope of work on a Time and Materials basis, Not to Exceed without prior authorization.

Attached is:

1) Pricing Summary
2) Breakdown by Task and Other Direct Costs
3) Geosyntec Standard Rate Schedule

Assumptions

Task 1

- Project Administration will include 6-hours per month each for PM and Administrative Staff.
- Quarterly progress reports will not be revised
- The TM will be revised based on one set of comments provided by the City.
- The TM will be provided in electronic (pdf) format
- Two meeting will be attended by Geosyntec Project Manager and 2 Professional Staff.
- Meetings will be by teleconference and will be 2-hours in duration
- 3 hours of preparation time will be required by Project Manager and one Professional Staff for each meeting

Task 2

- Reports reviewed for Site Assessment will be provided by the City.
- The TM will be revised based on one set of comments provided by the City.
- The TM will be provided in electronic (pdf) format.
    - A vertical benchmark and horizontal control with data exist and are provided within one-half mile of site (or can be approximated)
    - Dimensions are approximated based on a 80-acre square
    - The survey does not include property boundary, easements or other legal property information
    - The survey does not include new aerial mapping
    - There are no unique surveying or GIS guidelines required by the City
    - Three trips will be made to site
    - No design or drafting for basin, borings or other efforts are included
    - Access is provided when needed for performing work

Task 3

- The City will provide access to the Site.
- The survey will be completed within seven (7) 8-hour days.
- Geophysical report will be revised based on one set of comments provided by the City
- The geophysical report will be provided in electronic (pdf) format.
- A hard copy report will not be provided.

Task 4

- The Draft Work Plan will be revised based on one set of comments provided by the City.
- The Draft Work Plan will be provided in electronic (pdf) format.
- Two meetings will be attended by Geosyntec Project Manager and 2 Professional Staff.
- Meeting will be by teleconference and will be 2-hours in duration.

- 3 hours of preparation time will be required by Project Manager and one Professional Staff for each meeting

Task 5

- Two hard copies of the Final Work Plan will be provided to the City. The Final Work Plan will also be provided in electronic (pdf) format.

Task 6

- Drilling permits will be obtained for 5 CPT points, 4 soil borings, 1 nested monitoring well, and 1 pumping well

Task 7

Field Setup Coordination

- The drilling contractor will prepare their own site-specific healthy plan.
- No revisions to the field safety plan will be required.
- The Site visit will be completed within one (1) 8-hour day.

CPT Survey

- Total depth of CPT points will be 90 feet bgs.
- The City will provide access to the Site.
- The CPT survey will be completed within four (3) 10-hour days.
- Up to 6 pore pressure tests will be conducted at each CPT location

Soil Borings

- Four (4) soil borings will be drilled to 90 feet bgs.
- Two downhole permeability tests each will be conducted in the soil borings.
- Drilling and testing will be completed within four (4) 10-hour workdays.
- Costs do not include delays encountered due to weather conditions.
- Water needed for drilling activities will be provided by the City and located within 0.5 miles of the Site.
- Drill cuttings will be spread at the Site.
- No hazardous wastes will be generated

Well Installation

- One (1) Nested monitoring well will be completed in one soil boring consisting of screen intervals at three separate depths to a depth of 90 feet bgs.
- The well completed for pumping tests will consist of 6-inch PVC casing and will be completed at a depth of 90-feet bgs.
- Drilling and development of the nested monitoring well and pumping well will be completed within 5 10-hour workdays.
- All work will be conducted during normal business hours.
- Costs do not include delays encountered due to weather conditions.
- Water needed for drilling activities will be provided by the City and located within 0.5 miles of the Site.
- Four vented pressure transducers with cables will be purchased for the step-test and pumping test described below.

- Drill cuttings will be spread at the Site and purge water from development and step test will be discharged at the Site.
- No hazardous wastes will be generated

Aquifer Test

- Transducers will be placed in observation wells (3) and pumping well at least one week before constant rate test to assess regional water level changes.
- The aquifer test will be 8-hours in duration.
- Water will be discharged directly to the ground surface.
- The constant rate test including recovery will be completed in 1 10-hour day.

Groundwater, Soil, and Source Water Sampling

- Including quality control samples, a total of 15 soil samples will be submitted for laboratory testing.
- Including quality control samples, a total of 20 water samples will be submitted for laboratory testing.

Task 8

- The Model Documentation Report will be revised based on one set of comments.

Task 9

- The Feasibility Report will be revised once based on one set of comments from the City.
- A meeting will be conducted to present the results of the Report
- The meeting will be attended by the PM and 2 professional staff.
- The meeting will be 3-hour in duration and conducted at the City offices
- A total of 4-hours each for preparation of meeting material will be required by the PM and one professional staff.

Proposal Fee Summary

TASK 1 - PM and Review		Labor Hours	Labor	Direct Expenses	Cost
Task 1.1	Project Management	75	$13,830	$0	$13,830
Task 1.2	Data Review and Compilation	29	$5,176	$117	$5,293
Task 1.3	TM	49	$7,789	$0	$7,789
Task 1.4	Meetings	29	$5,670	$117	$5,787
	Total Task Budget Authorization Request	**153**	**$32,465**	**$234**	**$32,699**

TASK 2 - GIS, Utilities, and Site Assessment		Labor Hours	Labor	Direct Expenses	Cost
Task 2.1	GIS-Based Topo Survey	13	$2,419	$36,689	$39,108
Task 2.2	Utility Survey	20	$3,388	$59	$3,447
Task 2.3	Site Assessments	34	$6,472	$30	$6,502
Task 2.4	TM	35	$5,878	$0	$5,878
	Total Task Budget Authorization Request	**102**	**$18,157**	**$36,778**	**$54,935**

TASK 3 - ERP Survey		Labor Hours	Labor	Direct Expenses	Cost
Task 3.1	Geophysical Survey	18	$2,952	$48,341	$51,293
Task 3.2	Report	19	$3,286	$0	$3,286
	Total Task Budget Authorization Request	**37**	**$6,238**	**$48,341**	**$54,579**

TASK 4 - Draft Work Plan		Labor Hours	Labor	Direct Expenses	Cost
Task 4.1	Draft Work Plan	82	$15,203	$0	$15,203
Task 4.2	Meetings	24	$5,086	$0	$5,086
	Total Task Budget Authorization Request	**106**	**$20,289**	**$0**	**$20,289**

TASK 5 - Final Work Plan		Labor Hours	Labor	Direct Expenses	Cost
Task 5.1	Final Work Plan	35	$5,545	$0	$5,545
	Total Task Budget Authorization Request	**35**	**$5,545**	**$0**	**$5,545**

TASK 6 - Permits		Labor Hours	Labor	Direct Expenses	Cost
Task 6.1	Final Work Plan	8	$1,226	$4,400	$5,626
	Total Task Budget Authorization Request	**8**	**$1,226**	**$4,400**	**$5,626**

TASK 7 - Investigation		Labor Hours	Labor	Direct Expenses	Cost
Task 7.1	Field Setup	30	$5,572	$88	$5,660
Task 7.2	CPT	44	$7,096	$26,159	$33,255
Task 7.3	Soil Borings	62	$11,638	$61,636	$73,274
Task 7.4	Well Installation	72	$12,128	$90,496	$102,624
Task 7.5	Aquifer Test	53	$8,964	$21,160	$30,124
Task 7.6	Lab	11	$1,924	$41,107	$43,031
	Total Task Budget Authorization Request	**272**	**$47,322**	**$240,646**	**$287,968**

TASK 8 - Hydrogeologic Characterization		Labor Hours	Labor	Direct Expenses	Cost
Task 8.1	Compile and Review Data	25	$5,172	$0	$5,172
Task 8.2	Model	96	$18,144	$0	$18,144
Task 8.3	TM	63	$11,327	$0	$11,327
	Total Task Budget Authorization Request	**184**	**$34,643**	**$0**	**$34,643**

TASK 9 - Feasibility Report		Labor Hours	Labor	Direct Expenses	Cost
Task 9.1	Report	200	$36,810	$0	$36,810
Task 9.2	Meeting	27	$5,138	$71	$5,209
	Total Task Budget Authorization Request	**227**	**$41,948**	**$71**	**$42,019**

	Labor Hours	Labor	Direct Expenses	Cost
Project Total Budget Authorization	**1124**	**$207,833**	**$330,470**	**$538,303**

Fee Estimator/Project Manager	Joe Turner	Task 1.1		Task 1.2		Task 1.3		Task 1.4		Total	
Date:		Task Name		Task Name		Task Name		Task Name			
Project Name:	DWTP Groundwater Recharge	Project Management		Data Review and Compilation		TM		Meetings			
Job Classifications and function performed (prime)	**2021 Rate Table C Labor Rate**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**
Staff Professional	$132		$0		$0		$0		$0	**0**	**$0**
Senior Staff Professional	$154		$0	20	$3,080		$0		$0	**20**	**$3,080**
Professional	$175		$0		$0	15	$2,625	4	$700	**19**	**$3,325**
Project Professional	$198		$0		$0		$0		$0	**0**	**$0**
Senior Professional	$224		$0	5	$1,120	10	$2,240	10	$2,240	**25**	**$5,600**
Principal	$244		$0		$0		$0		$0	**0**	**$0**
Senior Consultant/Project Manager	$244	50	$12,200	4	$976	5	$1,220	10	$2,440	**69**	**$16,836**
Senior Principal	$262		$0		$0	2	$524		$0	**2**	**$524**
			$0		$0		$0		$0	**0**	**$0**
Technician I	$70		$0		$0		$0		$0	**0**	**$0**
Technician II	$74		$0		$0		$0		$0	**0**	**$0**
Senior Technician I	$83		$0		$0		$0		$0	**0**	**$0**
Senior Technician II	$89		$0		$0		$0		$0	**0**	**$0**
Site Manager I	$98		$0		$0		$0		$0	**0**	**$0**
Site Manager II	$108		$0		$0		$0		$0	**0**	**$0**
Construction Manager I	$120		$0		$0		$0		$0	**0**	**$0**
Construction Manager II	$130		$0		$0		$0		$0	**0**	**$0**
			$0		$0		$0		$0	**0**	**$0**
Senior Designer	$170		$0		$0		$0		$0	**0**	**$0**
Designer	$140		$0		$0		$0		$0	**0**	**$0**
Senior Drafter/Senior CADD Operator	$125		$0		$0	2	$250		$0	**2**	**$250**
Drafter/CADD Operator/Artist	$110		$0		$0		$0		$0	**0**	**$0**
Project Administrator	$70	15	$1,050		$0	5	$350		$0	**20**	**$1,400**
Clerical	$58	10	$580		$0	10	$580	5	$290	**25**	**$1,450**
			$0		$0		$0		$0	**0**	**$0**
Total Direct Labor		**75**	**$13,830**	**29**	**$5,176**	**49**	**$7,789**	**29**	**$5,670**	**182**	**$32,465**

Sub and ODC Markup value ***10%***

Subcontractors and Other Direct Costs (ODCs)	**Rate**	**Units**	**Cost (includes Markup)**	**Units**	**Cost (includes Markup)**	**Units**	**Cost (includes Markup)**	**Units**	**Cost (includes Markup)**	**Units**	**Cost**
Per Diem (only applicable involving overnight stay)	$162.00		$0		$0		$0		$0	**0**	**$0.00**
Mileage (Federal rate)	$0.585		$0	200	$117		$0	200	$117	**400**	**$234.00**
Rental Car Expense (daily, all-inclusive)	$87.87		$0		$0		$0		$0	**0**	**$0.00**
Rental 4-Wheel Drive or Truck Expense (daily, all-inclusive)	$124.05		$0		$0		$0		$0	**0**	**$0.00**
Company 4-Wheel Drive or Truck Expense (daily, all-inclusive)	$124.05		$0		$0		$0		$0	**0**	**$0.00**
SUBS and VENDORS (recurring or lump-sum cost)										**0**	**$0.00**
			$0		$0		$0		$0	**0**	**$0.00**
			$0		$0		$0		$0	**0**	**$0.00**
			$0		$0		$0		$0	**0**	**$0.00**
			$0		$0		$0		$0	**0**	**$0.00**
			$0		$0		$0		$0	**0**	**$0.00**
TOTAL ODCs			**$0**		**$117**		**$0**		**$117**		**$234**

Task Grand Total	**$13,830**	**$5,293**	**$7,789**	**$5,787**	**$32,699**

Fee Estimator/Project Manager	Joe Turner	Task 2.1		Task 2.2		Task 2.3		Task 2.4		Total	
Date:		Task Name		Task Name		Task Name		Task Name			
Project Name:	DWTP Groundwater Recharge	GIS-Based Topo Survey		Utility Survey		Site Assessments		TM			
Job Classifications and function performed (prime)	**2021 Rate Table C Labor Rate**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**
Staff Professional	$132		$0		$0		$0		$0	**0**	**$0**
Senior Staff Professional	$154	8	$1,232	8	$1,232	8	$1,232		$0	**24**	**$3,696**
Professional	$175	1	$175	8	$1,400	16	$2,800	20	$3,500	**45**	**$7,875**
Project Professional	$198		$0		$0		$0		$0	**0**	**$0**
Senior Professional	$224		$0		$0		$0		$0	**0**	**$0**
Principal	$244		$0		$0	8	$1,952	2	$488	**10**	**$2,440**
Senior Consultant/Project Manager	$244	2	$488	1	$244	2	$488	2	$488	**7**	**$1,708**
Senior Principal	$262	2	$524	1	$262		$0	1	$262	**4**	**$1,048**
			$0		$0		$0		$0	**0**	**$0**
Technician I	$70		$0		$0		$0		$0	**0**	**$0**
Technician II	$74		$0		$0		$0		$0	**0**	**$0**
Senior Technician I	$83		$0		$0		$0		$0	**0**	**$0**
Senior Technician II	$89		$0		$0		$0		$0	**0**	**$0**
Site Manager I	$98		$0		$0		$0		$0	**0**	**$0**
Site Manager II	$108		$0		$0		$0		$0	**0**	**$0**
Construction Manager I	$120		$0		$0		$0		$0	**0**	**$0**
Construction Manager II	$130		$0		$0		$0		$0	**0**	**$0**
			$0		$0		$0		$0	**0**	**$0**
Senior Designer	$170		$0		$0		$0	5	$850	**5**	**$850**
Designer	$140		$0		$0		$0		$0	**0**	**$0**
Senior Drafter/Senior CADD Operator	$125		$0	2	$250		$0		$0	**2**	**$250**
Drafter/CADD Operator/Artist	$110		$0		$0		$0		$0	**0**	**$0**
Project Administrator	$70		$0		$0		$0		$0	**0**	**$0**
Clerical	$58		$0		$0		$0	5	$290	**5**	**$290**
			$0		$0		$0		$0	**0**	**$0**
Total Direct Labor		**13**	**$2,419**	**20**	**$3,388**	**34**	**$6,472**	**35**	**$5,878**	**102**	**$18,157**

Sub and ODC Markup value ***10%***

Subcontractors and Other Direct Costs (ODCs)	**Rate**	**Units**	**Cost (includes Markup)**	**Units**	**Cost (includes Markup)**	**Units**	**Cost (includes Markup)**	**Units**	**Cost (includes Markup)**	**Units**	**Cost**
Per Diem (only applicable involving overnight stay)	$162.00		$0		$0		$0		$0	**0**	**$0.00**
Mileage (Federal rate)	$0.585	100	$59	100	$59	50	$30		$0	**250**	**$148.00**
Rental Car Expense (daily, all-inclusive)	$87.87		$0		$0		$0		$0	**0**	**$0.00**
Rental 4-Wheel Drive or Truck Expense (daily, all-inclusive)	$124.05		$0		$0		$0		$0	**0**	**$0.00**
Company 4-Wheel Drive or Truck Expense (daily, all-inclusive)	$124.05		$0		$0		$0		$0	**0**	**$0.00**
SUBS and VENDORS (recurring or lump-sum cost)										**0**	**$0.00**
AAX	$33,300.00	1	$36,630		$0		$0		$0	**1**	**$36,630.00**
			$0		$0		$0		$0	**0**	**$0.00**
			$0		$0		$0		$0	**0**	**$0.00**
			$0		$0		$0		$0	**0**	**$0.00**
			$0		$0		$0		$0	**0**	**$0.00**
TOTAL ODCs			**$36,689**		**$59**		**$30**		**$0**		**$36,778**

Task Grand Total	**$39,108**	**$3,447**	**$6,502**	**$5,878**	**$54,935**

Fee Estimator/Project Manager	Joe Turner	Task 3.1		Task 3.2		Total	
Date:		Task Name		Task Name			
Project Name:	DWTP Groundwater Recharge	Geophysical Survey		TM			
Job Classifications and function performed (prime)	**2021 Rate Table C Labor Rate**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**
Staff Professional	$132		$0		$0	**0**	**$0**
Senior Staff Professional	$154	16	$2,464	15	$2,310	**31**	**$4,774**
Professional	$175		$0		$0	**0**	**$0**
Project Professional	$198		$0		$0	**0**	**$0**
Senior Professional	$224		$0		$0	**0**	**$0**
Principal	$244		$0		$0	**0**	**$0**
Senior Consultant/Project Manager	$244	2	$488	4	$976	**6**	**$1,464**
Senior Principal	$262		$0		$0	**0**	**$0**
			$0		$0	**0**	**$0**
Technician I	$70		$0		$0	**0**	**$0**
Technician II	$74		$0		$0	**0**	**$0**
Senior Technician I	$83		$0		$0	**0**	**$0**
Senior Technician II	$89		$0		$0	**0**	**$0**
Site Manager I	$98		$0		$0	**0**	**$0**
Site Manager II	$108		$0		$0	**0**	**$0**
Construction Manager I	$120		$0		$0	**0**	**$0**
Construction Manager II	$130		$0		$0	**0**	**$0**
			$0		$0	**0**	**$0**
Senior Designer	$170		$0		$0	**0**	**$0**
Designer	$140		$0		$0	**0**	**$0**
Senior Drafter/Senior CADD Operator	$125		$0		$0	**0**	**$0**
Drafter/CADD Operator/Artist	$110		$0		$0	**0**	**$0**
Project Administrator	$70		$0		$0	**0**	**$0**
Clerical	$58		$0		$0	**0**	**$0**
			$0		$0	**0**	**$0**
Total Direct Labor		**18**	**$2,952**	**19**	**$3,286**	**37**	**$6,238**

Sub and ODC Markup value ***10%***

Subcontractors and Other Direct Costs (ODCs)	**Rate**	**Units**	**Cost (includes Markup)**	**Units**	**Cost (includes Markup)**	**Units**	**Cost**
Per Diem (only applicable involving overnight stay)	$162.00	2	$324		$0	**2**	**$324.00**
Mileage (Federal rate)	$0.585		$0		$0	**0**	**$0.00**
Rental Car Expense (daily, all-inclusive)	$87.87		$0		$0	**0**	**$0.00**
Rental 4-Wheel Drive or Truck Expense (daily, all-inclusive)	$124.05	2	$249		$0	**2**	**$249.00**
Company 4-Wheel Drive or Truck Expense (daily, all-inclusive)	$124.05		$0		$0	**0**	**$0.00**
SUBS and VENDORS (recurring or lump-sum cost)						**0**	**$0.00**
Norcal	$43,425.00	1	$47,768		$0	**1**	**$47,768.00**
			$0		$0	**0**	**$0.00**
			$0		$0	**0**	**$0.00**
			$0		$0	**0**	**$0.00**
			$0		$0	**0**	**$0.00**
TOTAL ODCs			**$48,341**		**$0**		**$48,341**

Task Grand Total	**$51,293**	**$3,286**	**$54,579**

Fee Estimator/Project Manager	Joe Turner	Task 4.1	Task 4.2	Total
Date:		Task Name	Task Name	
Project Name:	DWTP Groundwater Recharge	Draft Work Plan	Meetings	

Job Classifications and function performed (prime)	2021 Rate Table C Labor Rate	Hours	Cost	Hours	Cost	Hours	Cost
Staff Professional	$132		$0		$0	0	$0
Senior Staff Professional	$154		$0		$0	0	$0
Professional	$175	35	$6,125	10	$1,750	45	$7,875
Project Professional	$198		$0		$0	0	$0
Senior Professional	$224	8	$1,792	4	$896	12	$2,688
Principal	$244	8	$1,952		$0	8	$1,952
Senior Consultant/Project Manager	$244	10	$2,440	10	$2,440	20	$4,880
Senior Principal	$262	5	$1,310		$0	5	$1,310
			$0		$0	0	$0
Technician I	$70		$0		$0	0	$0
Technician II	$74		$0		$0	0	$0
Senior Technician I	$83		$0		$0	0	$0
Senior Technician II	$89		$0		$0	0	$0
Site Manager I	$98		$0		$0	0	$0
Site Manager II	$108		$0		$0	0	$0
Construction Manager I	$120		$0		$0	0	$0
Construction Manager II	$130		$0		$0	0	$0
			$0		$0	0	$0
Senior Designer	$170		$0		$0	0	$0
Designer	$140	8	$1,120		$0	8	$1,120
Senior Drafter/Senior CADD Operator	$125		$0		$0	0	$0
Drafter/CADD Operator/Artist	$110		$0		$0	0	$0
Project Administrator	$70		$0		$0	0	$0
Clerical	$58	8	$464		$0	8	$464
			$0		$0	0	$0
Total Direct Labor		**82**	**$15,203**	**24**	**$5,086**	**106**	**$20,289**

Sub and ODC Markup value ***10%***

Subcontractors and Other Direct Costs (ODCs)	Rate	Units	Cost (includes Markup)	Units	Cost (includes Markup)	Units	Cost
Per Diem (only applicable involving overnight stay)	$162.00		$0		$0	0	$0.00
Mileage (Federal rate)	$0.585		$0		$0	0	$0.00
Rental Car Expense (daily, all-inclusive)	$87.87		$0		$0	0	$0.00
Rental 4-Wheel Drive or Truck Expense (daily, all-inclusive)	$124.05		$0		$0	0	$0.00
Company 4-Wheel Drive or Truck Expense (daily, all-inclusive)	$124.05		$0		$0	0	$0.00
SUBS and VENDORS (recurring or lump-sum cost)						0	$0.00
Land Surveyor			$0		$0	0	$0.00
Utility Locator			$0		$0	0	$0.00
			$0		$0	0	$0.00
			$0		$0	0	$0.00
			$0		$0	0	$0.00
TOTAL ODCs			**$0**		**$0**		**$0**

Task Grand Total	$15,203	$5,086	$20,289

Fee Estimator/Project Manager	Joe Turner	Task 5.1	Total
Date:		Task Name	
Project Name:	DWTP Groundwater Recharge	Final Work Plan	

Job Classifications and function performed (prime)	2021 Rate Table C Labor Rate	Hours	Cost	Hours	Cost
Staff Professional	$132		$0	0	$0
Senior Staff Professional	$154		$0	0	$0
Professional	$175	15	$2,625	15	$2,625
Project Professional	$198		$0	0	$0
Senior Professional	$224	5	$1,120	5	$1,120
Principal	$244		$0	0	$0
Senior Consultant/Project Manager	$244	5	$1,220	5	$1,220
Senior Principal	$262		$0	0	$0
			$0	0	$0
Technician I	$70		$0	0	$0
Technician II	$74		$0	0	$0
Senior Technician I	$83		$0	0	$0
Senior Technician II	$89		$0	0	$0
Site Manager I	$98		$0	0	$0
Site Manager II	$108		$0	0	$0
Construction Manager I	$120		$0	0	$0
Construction Manager II	$130		$0	0	$0
			$0	0	$0
Senior Designer	$170		$0	0	$0
Designer	$140		$0	0	$0
Senior Drafter/Senior CADD Operator	$125		$0	0	$0
Drafter/CADD Operator/Artist	$110		$0	0	$0
Project Administrator	$70		$0	0	$0
Clerical	$58	10	$580	10	$580
			$0	0	$0
Total Direct Labor		**35**	**$5,545**	**35**	**$5,545**

Sub and ODC Markup value ***10%***

Subcontractors and Other Direct Costs (ODCs)	Rate	Units	Cost (includes Markup)	Units	Cost
Per Diem (only applicable involving overnight stay)	$162.00		$0	0	$0.00
Mileage (Federal rate)	$0.585		$0	0	$0.00
Rental Car Expense (daily, all-inclusive)	$87.87		$0	0	$0.00
Rental 4-Wheel Drive or Truck Expense (daily, all-inclusive)	$124.05		$0	0	$0.00
Company 4-Wheel Drive or Truck Expense (daily, all-inclusive)	$124.05		$0	0	$0.00
SUBS and VENDORS (recurring or lump-sum cost)				0	$0.00
			$0	0	$0.00
			$0	0	$0.00
			$0	0	$0.00
			$0	0	$0.00
			$0	0	$0.00
TOTAL ODCs			**$0**		**$0**

Task Grand Total	$5,545	$5,545

Fee Estimator/Project Manager	Joe Turner	Task 6.1	Total
Date:		Task Name	
Project Name:	DWTP Groundwater Recharge	Permits	

Job Classifications and function performed (prime)	2021 Rate Table C Labor Rate	Hours	Cost	Hours	Cost
Staff Professional	$132		$0	0	$0
Senior Staff Professional	$154	6	$924	6	$924
Professional	$175		$0	0	$0
Project Professional	$198		$0	0	$0
Senior Professional	$224		$0	0	$0
Principal	$244		$0	0	$0
Senior Consultant/Project Manager	$244	1	$244	1	$244
Senior Principal	$262		$0	0	$0
			$0	0	$0
Technician I	$70		$0	0	$0
Technician II	$74		$0	0	$0
Senior Technician I	$83		$0	0	$0
Senior Technician II	$89		$0	0	$0
Site Manager I	$98		$0	0	$0
Site Manager II	$108		$0	0	$0
Construction Manager I	$120		$0	0	$0
Construction Manager II	$130		$0	0	$0
			$0	0	$0
Senior Designer	$170		$0	0	$0
Designer	$140		$0	0	$0
Senior Drafter/Senior CADD Operator	$125		$0	0	$0
Drafter/CADD Operator/Artist	$110		$0	0	$0
Project Administrator	$70		$0	0	$0
Clerical	$58	1	$58	1	$58
			$0	0	$0
Total Direct Labor		**8**	**$1,226**	**8**	**$1,226**

Sub and ODC Markup value ***10%***

Subcontractors and Other Direct Costs (ODCs)	Rate	Units	Cost (includes Markup)	Units	Cost
Per Diem (only applicable involving overnight stay)	$162.00		$0	0	$0.00
Mileage (Federal rate)	$0.585		$0	0	$0.00
Rental Car Expense (daily, all-inclusive)	$87.87		$0	0	$0.00
Rental 4-Wheel Drive or Truck Expense (daily, all-inclusive)	$124.05		$0	0	$0.00
Company 4-Wheel Drive or Truck Expense (daily, all-inclusive)	$124.05		$0	0	$0.00
SUBS and VENDORS (recurring or lump-sum cost)				0	$0.00
Permits	$4,000.00	1	$4,400	1	$4,400.00
			$0	0	$0.00
			$0	0	$0.00
			$0	0	$0.00
			$0	0	$0.00
TOTAL ODCs			**$4,400**		**$4,400**

Task Grand Total	$5,626	$5,626

Fee Estimator/Project Manager	Joe Turner	Task 7.1		Task 7.2		Task 7.3		Task 7.4		Task 7.5		Task 7.5		Total	
Date:		Task Name		Task Name		Task Name		Task Name		Task Name		Task Name			
Project Name:	DWTP Groundwater Recharge	Field Setup		CPT Survey		Soil Borings		Well Installation		Aquifer Test		Lab			
Job Classifications and function performed (prime)	**2021 Rate Table C Labor Rate**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**
Staff Professional	$132		$0		$0		$0		$0	16	$2,112		$0	**0**	**$2,112**
Senior Staff Professional	$154		$0	40	$6,160		$0	60	$9,240	16	$2,464		$0	**100**	**$17,864**
Professional	$175	24	$4,200		$0	50	$8,750		$0		$0	8	$1,400	**82**	**$14,350**
Project Professional	$198	2	$396		$0		$0		$0	16	$3,168		$0	**2**	**$3,564**
Senior Professional	$224		$0	2	$448	2	$448	2	$448		$0		$0	**6**	**$1,344**
Principal	$244		$0		$0		$0		$0		$0		$0	**0**	**$0**
Senior Consultant/Project Manager	$244	4	$976	2	$488	10	$2,440	10	$2,440	5	$1,220	1	$244	**27**	**$7,808**
Senior Principal	$262		$0		$0		$0		$0		$0		$0	**0**	**$0**
			$0		$0		$0		$0		$0		$0	**0**	**$0**
Technician I	$70		$0		$0		$0		$0		$0		$0	**0**	**$0**
Technician II	$74		$0		$0		$0		$0		$0		$0	**0**	**$0**
Senior Technician I	$83		$0		$0		$0		$0		$0		$0	**0**	**$0**
Senior Technician II	$89		$0		$0		$0		$0		$0		$0	**0**	**$0**
Site Manager I	$98		$0		$0		$0		$0		$0		$0	**0**	**$0**
Site Manager II	$108		$0		$0		$0		$0		$0		$0	**0**	**$0**
Construction Manager I	$120		$0		$0		$0		$0		$0		$0	**0**	**$0**
Construction Manager II	$130		$0		$0		$0		$0		$0		$0	**0**	**$0**
			$0		$0		$0		$0		$0		$0	**0**	**$0**
Senior Designer	$170		$0		$0		$0		$0		$0		$0	**0**	**$0**
Designer	$140		$0		$0		$0		$0		$0	2	$280	**2**	**$280**
Senior Drafter/Senior CADD Operator	$125		$0		$0		$0		$0		$0		$0	**0**	**$0**
Drafter/CADD Operator/Artist	$110		$0		$0		$0		$0		$0		$0	**0**	**$0**
Project Administrator	$70		$0		$0		$0		$0		$0		$0	**0**	**$0**
Clerical	$58		$0		$0		$0		$0		$0		$0	**0**	**$0**
			$0		$0		$0		$0		$0		$0	**0**	**$0**
Total Direct Labor		**30**	**$5,572**	**44**	**$7,096**	**62**	**$11,638**	**72**	**$12,128**	**53**	**$8,964**	**11**	**$1,924**	**219**	**$47,322**

Sub and ODC Markup value ***10%***

Subcontractors and Other Direct Costs (ODCs)	**Rate**	**Units**	**Cost (includes Markup)**	**Units**	**Cost (includes Markup)**	**Units**	**Cost (includes Markup)**	**Units**	**Cost (includes Markup)**	**Units**	**Cost (includes Markup)**	**Units**	**Cost (includes Markup)**	**Units**	**Cost**
Per Diem (only applicable involving overnight stay)	$162.00		$0	3	$486	4	$648	5	$810	4	$648		$0	**16**	**$2,592.00**
Mileage (Federal rate)	$0.585	150	$88		$0	180	$106	120	$71	150	$88		$0	**600**	**$353.00**
Field Equipment and Supplys	$150.00		$0		$0	4	$600	5	$750	4	$600		$0	**13**	**$1,950.00**
Transducers	$2,800.00		$0		$0		$0	4	$11,200		$0		$0	**4**	**$11,200.00**
Rental 4-Wheel Drive or Truck Expense (daily, all-inclusive)	$124.05		$0	3	$373	4	$497	5	$621	2	$249		$0	**14**	**$1,740.00**
Company 4-Wheel Drive or Truck Expense (daily, all-inclusive)	$124.05		$0		$0		$0		$0		$0		$0	**0**	**$0.00**
SUBS and VENDORS (recurring or lump-sum cost)														**0**	**$0.00**
			$0		$0		$0		$0		$0		$0	**0**	**$0.00**
CPT	$23,000.00		$0	1	$25,300		$0		$0		$0		$0	**1**	**$25,300.00**
Sonic	$54,350.00		$0		$0	1	$59,785		$0		$0		$0	**1**	**$59,785.00**
Well Installation	$51,040.00		$0		$0		$0	1	$56,144		$0		$0	**1**	**$56,144.00**
Well Development	$19,000.00				$0		$0	1	$20,900		$0		$0	**1**	**$20,900.00**
Pump and Rig Aquifer Test	$17,795.00				$0		$0			1	$19,575		$0	**1**	**$19,575.00**
Lab	$31,370.00		$0		$0		$0		$0		$0	1	$34,507	**1**	**$34,507.00**
Geotech Lab	$6,000.00		$0		$0		$0		$0		$0	1	$6,600	**1**	**$6,600.00**
TOTAL ODCs			**$88**		**$26,159**		**$61,636**		**$90,496**		**$21,160**		**$41,107**		**$240,646**

Task Grand Total	**$5,660**	**$33,255**	**$73,274**	**$102,624**	**$30,124**	**$43,031**	**$287,968**

Fee Estimator/Project Manager	Joe Turner	Task 8.1		Task 8.2		Task 8.3		Total	
Date:		Task Name		Task Name		Task Name			
Project Name:	DWTP Groundwater Recharge	Compile and Review Data		Model		TM			
Job Classifications and function performed (prime)	**2021 Rate Table C Labor Rate**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**
Staff Professional	$132		$0		$0		$0	**0**	**$0**
Senior Staff Professional	$154	5	$770	40	$6,160	25	$3,850	**70**	**$10,780**
Professional	$175	2	$350	10	$1,750	5	$875	**17**	**$2,975**
Project Professional	$198	6	$1,188	15	$2,970	5	$990	**26**	**$5,148**
Senior Professional	$224	5	$1,120	15	$3,360	10	$2,240	**30**	**$6,720**
Principal	$244		$0		$0		$0	**0**	**$0**
Senior Consultant/Project Manager	$244	5	$1,220	16	$3,904	8	$1,952	**29**	**$7,076**
Senior Principal	$262	2	$524		$0	4	$1,048	**6**	**$1,572**
			$0		$0		$0	**0**	**$0**
Technician I	$70		$0		$0		$0	**0**	**$0**
Technician II	$74		$0		$0		$0	**0**	**$0**
Senior Technician I	$83		$0		$0		$0	**0**	**$0**
Senior Technician II	$89		$0		$0		$0	**0**	**$0**
Site Manager I	$98		$0		$0		$0	**0**	**$0**
Site Manager II	$108		$0		$0		$0	**0**	**$0**
Construction Manager I	$120		$0		$0		$0	**0**	**$0**
Construction Manager II	$130		$0		$0		$0	**0**	**$0**
			$0		$0		$0	**0**	**$0**
Senior Designer	$170		$0		$0		$0	**0**	**$0**
Designer	$140		$0		$0		$0	**0**	**$0**
Senior Drafter/Senior CADD Operator	$125		$0		$0		$0	**0**	**$0**
Drafter/CADD Operator/Artist	$110		$0		$0		$0	**0**	**$0**
Project Administrator	$70		$0		$0	2	$140	**2**	**$140**
Clerical	$58		$0		$0	4	$232	**4**	**$232**
			$0		$0		$0	**0**	**$0**
Total Direct Labor		**25**	**$5,172**	**96**	**$18,144**	**63**	**$11,327**	**184**	**$34,643**

Sub and ODC Markup value ***10%***

Subcontractors and Other Direct Costs (ODCs)	**Rate**	**Units**	**Cost (includes Markup)**	**Units**	**Cost (includes Markup)**	**Units**	**Cost (includes Markup)**	**Units**	**Cost**
Per Diem (only applicable involving overnight stay)	$162.00		$0		$0		$0	**0**	**$0.00**
Mileage (Federal rate)	$0.585		$0		$0		$0	**0**	**$0.00**
Field Equipment and Supplys	$150.000		$0		$0		$0	**0**	**$0.00**
Rental Car Expense (daily, all-inclusive)	$87.87		$0		$0		$0	**0**	**$0.00**
Rental 4-Wheel Drive or Truck Expense (daily, all-inclusive)	$124.05		$0		$0		$0	**0**	**$0.00**
Company 4-Wheel Drive or Truck Expense (daily, all-inclusive)	$124.05		$0		$0		$0	**0**	**$0.00**
SUBS and VENDORS (recurring or lump-sum cost)								**0**	**$0.00**
			$0		$0		$0	**0**	**$0.00**
			$0		$0		$0	**0**	**$0.00**
			$0		$0		$0	**0**	**$0.00**
			$0		$0		$0	**0**	**$0.00**
			$0		$0		$0	**0**	**$0.00**
TOTAL ODCs			**$0**		**$0**		**$0**		**$0**

Task Grand Total	**$5,172**	**$18,144**	**$11,327**	**$34,643**

Fee Estimator/Project Manager	Joe Turner	Task 9.1		Task 9.2		Total	
Date:		Task Name		Task Name			
Project Name:	DWTP Groundwater Recharge	Feasibillity Report		Meetings			
Job Classifications and function performed (prime)	**2021 Rate Table C Labor Rate**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**
Staff Professional	$132		$0		$0	**0**	**$0**
Senior Staff Professional	$154	40	$6,160		$0	**40**	**$6,160**
Professional	$175	20	$3,500		$0	**20**	**$3,500**
Project Professional	$198	20	$3,960		$0	**20**	**$3,960**
Senior Professional	$224	20	$4,480		$0	**20**	**$4,480**
Principal	$244	5	$1,220	10	$2,440	**15**	**$3,660**
Senior Consultant/Project Manager	$244	35	$8,540	7	$1,708	**42**	**$10,248**
Senior Principal	$262	15	$3,930		$0	**15**	**$3,930**
			$0		$0	**0**	**$0**
Technician I	$70		$0		$0	**0**	**$0**
Technician II	$74		$0		$0	**0**	**$0**
Senior Technician I	$83		$0		$0	**0**	**$0**
Senior Technician II	$89		$0		$0	**0**	**$0**
Site Manager I	$98		$0		$0	**0**	**$0**
Site Manager II	$108		$0		$0	**0**	**$0**
Construction Manager I	$120		$0		$0	**0**	**$0**
Construction Manager II	$130		$0		$0	**0**	**$0**
			$0		$0	**0**	**$0**
Senior Designer	$170	10	$1,700		$0	**10**	**$1,700**
Designer	$140	15	$2,100	5	$700	**20**	**$2,800**
Senior Drafter/Senior CADD Operator	$125		$0		$0	**0**	**$0**
Drafter/CADD Operator/Artist	$110		$0		$0	**0**	**$0**
Project Administrator	$70	5	$350		$0	**5**	**$350**
Clerical	$58	15	$870	5	$290	**20**	**$1,160**
			$0		$0	**0**	**$0**
Total Direct Labor		**200**	**$36,810**	**27**	**$5,138**	**227**	**$41,948**

Sub and ODC Markup value ***10%***

Subcontractors and Other Direct Costs (ODCs)	**Rate**	**Units**	**Cost (includes Markup)**	**Units**	**Cost (includes Markup)**	**Units**	**Cost**
Per Diem (only applicable involving overnight stay)	$162.00		$0		$0	**0**	**$0.00**
Mileage (Federal rate)	$0.585		$0	120	$71	**120**	**$71.00**
Field Equipment and Supplys	$150.000		$0		$0	**0**	**$0.00**
Rental Car Expense (daily, all-inclusive)	$87.87		$0		$0	**0**	**$0.00**
Rental 4-Wheel Drive or Truck Expense (daily, all-inclusive)	$124.05		$0		$0	**0**	**$0.00**
Company 4-Wheel Drive or Truck Expense (daily, all-inclusive)	$124.05		$0		$0	**0**	**$0.00**
SUBS and VENDORS (recurring or lump-sum cost)						**0**	**$0.00**
			$0		$0	**0**	**$0.00**
			$0		$0	**0**	**$0.00**
			$0		$0	**0**	**$0.00**
			$0		$0	**0**	**$0.00**
			$0		$0	**0**	**$0.00**
TOTAL ODCs			**$0**		**$71**		**$71**

Task Grand Total	**$36,810**	**$5,209**	**$42,019**

GEOSYNTEC CONSULTANTS
2021 RATE SCHEDULE

	Rate/Hour
Staff Professional	$127
Senior Staff Professional	$147
Professional	$168
Project Professional	$192
Senior Professional	$215
Principal	$235
Senior Principal	$254
Technician I	$ 66
Technician II	$ 70
Senior Technician I	$ 75
Senior Technician II	$ 83
Site Manager I	$ 92
Site Manager II	$100
Construction Manager I	$115
Construction Manager II	$124
Senior Designer	$164
Designer	$134
Senior Drafter/Senior CADD Operator	$120
Drafter/CADD Operator/Artist	$105
Project Administrator	$ 68
Clerical	$ 54
Direct Expenses	Cost plus 10%
Subcontract Services	Cost plus 12%
Specialized Computer Applications (per hour)	$ 12
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	$ .08

Rates are provided on a confidential basis and are client and project specific.
Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index for Engineering Services (PPI).
Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
Construction management fee presented upon request.

8.0 PROPOSAL DOCUMENTS

DWTP GROUNDWATER RECHARGE IMPROVEMENT PROJECT GEOTECHNICAL INVESTIGATION AND HYDROGEOLOGIC CHARACTERIZATION REPORT	
PUR 21-034	
SUBMITTAL DUE: THURSDAY, MARCH 10, 2022, AT 2:00 PM	
RFP Submittal Mailing, Delivery Address and Electronic Mail	Office of the City Clerk 425 North El Dorado Street, First Floor Stockton, CA, 95202-1997 city.clerk@stocktonca.gov (if applicable)
Proponent Business Name	Geosyntec Consultants Inc.
Proponent Contact Name	Joseph "Joe" Turner
Proponent Address	3043 Gold Canal Drive, Suite 100, Rancho Cordova, CA 95670
Proponent Phone Number	(916) 637-8351
Proponent Email Address	jturner@geosyntec.com
Department of Industrial Relations ID Number (if applicable)	1000016329

RFP PUR 21-034

DWTP GROUNDWATER RECHARGE IMPROVEMENTS PROJECT GEOTECHNICAL INVESTIGATION AND HYDROGEOLOGIC CHARACTERIZATION REPORT

Prepared By:

Geosyntec consultants

Prepared For:

CITY OF STOCKTON

Geosyntec consultants
3040 Gold Canal Dr., Suite 100
Rancho Cordova, CA 95670
PH 916.637.8048
FAX 916.550.9498
www.geosyntec.com

March 17, 2022

Ms. Susan Garcia
City of Stockton, Office of the City Clerk
425 North El Dorado Street, First Floor
Stockton, CA 95202-1997

Subject: **Proposal for Professional Services for Delta Water Treatment Plant Groundwater Recharge Improvements Project**

Dear Ms. Garcia,

Geosyntec Consultants, Inc. (Geosyntec) appreciates the opportunity to submit this proposal to the City of Stockton (City) to provide Delta Water Treatment Plant (DWTP) groundwater recharge improvement services. We understand that the City requires feasibility, planning, and preliminary design services for the DWTP Groundwater Recharge Basin Improvements Project. Geosyntec understands the importance of having a defendable characterization of recharge potential to confirm that the proposed DWTP recharge basin is capable of successfully recharging groundwater to the underlying aquifers and future scopes of work such as filing for an Underground Storage Supplement permit can begin. This proposal was prepared in accordance with the Request for Proposals (RFP) issued on January 7, 2022, and subsequent addenda. Forms acknowledging receipt of the addenda are provided in Appendix 1.

After careful review of the scope of work, Geosyntec has crafted a forward-thinking approach that will meet the City's needs for this project but also provide elements that will be needed in the future. Geosyntec will serve as the prime and has engaged vendors for various services. These vendors are:

Vendor	Task(s)	Service(s)
Gregg Drilling	7	Sonic Drilling and Cone Penetrometer Test (CPT)
AAX Engineering LLP	2	Surveying; Utilities
NORCAL Geophysics	2, 7	Geophysics
Fruit Growers Laboratory, Inc.	7	Laboratory Services

These vendors have worked with Geosyntec on dozens of projects. In the Executive Summary, we will highlight the project team, capabilities, and experience this team will bring to the City project.

Main Point of Contact	Authorized to Bind the Firm
Joseph "Joe" Turner, Project Manager	**Amer Hussain, PE,** Principal-in-Charge
3043 Gold Canal Dr. Suite 100	1111 E. Herndon Avenue
Rancho Cordova, CA 95670	Fresno, CA 93720
(916) 637-8351 | jturner@geosyntec.com	(559) 479-2013 | ahussain@geosyntec.com

Geosyntec is not subject to prevailing wage requirements and meets the insurance requirements. Our insurance coverage meets or exceeds the requirements. Geosyntec subcontractors will comply with prevailing wage requirements for this project.

Sincerely,

Joe Turner, PG, CHG
Proposed Project Manager

Amer Hussain, PE
Principal-in-Charge

a. Executive Summary

Established in 1983 as an employee-owned corporation, Geosyntec has grown to comprise a staff of more than 1,600 engineers, geologists, scientists, other technical professionals, and project support staff located in more than 80 offices throughout the United States (U.S.).

Geosyntec has strong water resource capabilities in the western U.S., with over 130 water resource professionals working across varied specialties in recharge assessments, groundwater, surface water, stormwater, and water treatment. We have an internal working group that focuses on how these core components of water resources can combine and interact to help public and private sector clients sustainably manage water over the long-term.

Our project team is composed of experts in sustainable groundwater management from hydrogeology, engineering, and policy perspectives. We are well versed with the various methods to assess groundwater recharge projects for providing cost-effective feasibility, planning, and preliminary design services on individual projects and offer the following advantages:

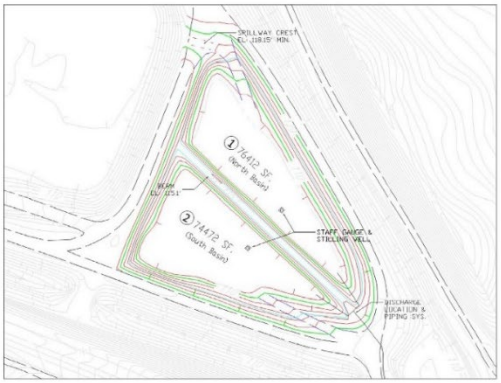
A responsive team: Joe Turner, PG, CHG, will serve as the project manager and act as the single point of contact for the project. He is a California Professional Geologist and Certified Hydrogeologist with over 35 years of experience managing and directing similar projects. Joe will be supported by Amer Hussain, PE, Principal-in-Charge. Mr. Hussain will ensure that the project has the resources to successfully execute the scope of work. Periodically, he will check in with the City to ensure that we are meeting your expectations.

Mr. Turner, as project manager, will be responsible for the overall project technical elements, schedule, and budget. He is supported by qualified leads for each task. Mr. Turner will manage the subcontractors to support services required to execute this project.

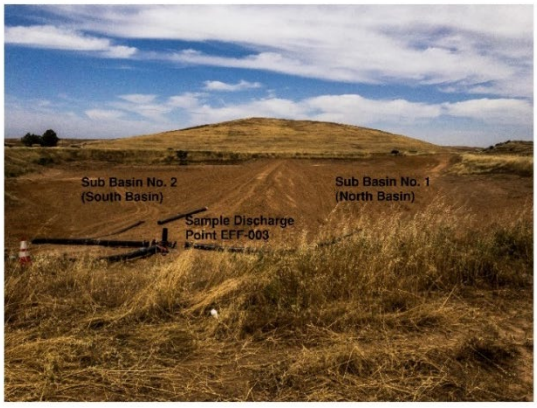
This project will be primarily served out of our Sacramento office to enable frequent face-to-face interaction and the ability to act swiftly to accommodate evolving project needs.

Expertise: Our proposed team has successfully worked together on similar projects in Northern California and greater Central Valley area and is committed for the performance of this project. Our proposed Project Manager, Joe Turner, PG, CHG, has overseen similar projects including the assessment, design, pilot testing, permitting, and operation of groundwater infiltration basin at Sacramento County's Kiefer Landfill, the $1,600,000 Lower Tuscan Aquifer Monitoring, Recharge, and Data Management Project and the proof-of-concept feasibility assessment for a flood-managed aquifer recharge (Flood-MAR) project for the Sacramento Area Flood Control Agency.

Our proposed Project Director and Civil Engineer, Amer Hussain, PE and Technical Advisor Bob Anderson, LHG,



Infiltration Basins grading plan



Infiltration basin located at Sacramento County's Kiefer Landfill. Geosyntec team members, Joe Turner, Mike van den Enden, and Craig Riddle were responsible for the design, pilot testing, and assistance with permitting with the Water Board for full-scale operation. These small 2-acre basins were documented to be able to handle more than 4 acre-feet per day of continuous discharge. Site was awarded the Outstanding Waste Management Award from the American Society of Civil Engineers Sacramento Section.

CWRE, completed a pilot test and feasibility analysis for an aquifer storage and recovery well that has many of the same issues that will be encountered for this project including demonstrating that infiltrated water will not impact nearby supply wells. Amer Hussain, PE supported by Joe Turner, PG, CHG have also recently completed a feasibility assessment of a sixty acre property proposed for use as an infiltration basin in Tulare County. This work included a literature search to assess water quality, potential regional effects from recharge, and completion of soil borings and infiltration testing to assess the suitability of the on-site soils for recharge.

Team members Brandon Steets, PE and Scott Struck, PhD are assisting the California State Water Resources Control Board in the development of statewide standards for dry wells and their use in infiltration projects. These structures may become an important component of the overall design of the recharge basin to allow water to bypass low permeability sediments that are known to occur within the shallow surface. Partnered with the Department of Energy's Lawrence Berkley National Laboratory and the United States Bureau of Reclamation and Geological Survey, Brandon and Scott have also developed the use of electrical resistivity tomograph (ERT) sensors for assessing the pathways of recharge through the vadose zone.

Site Knowledge: Arthur Forma, PG, CEG, CHG, EIT and his team have been working for over 10 years on groundwater issues at the nearby Lincoln Center site (more information about this project may be found on page 4). The project has included development of a detailed hydrogeologic conceptual model used to assess aquifer properties, soil permeabilities, fluid migration pathways from the surface to the vadose zone, groundwater quality, and potential effects on nearby supply wells from groundwater extraction wells. They have also designed and installed groundwater extraction wells that provided additional information on the aquifer properties in the area. Joe Turner assisted with the development and design of future groundwater monitoring networks that were included in the Eastern San Joaquin Groundwater Basin Groundwater Sustainability Plan (GSP) and has also published papers describing the makeup of the geologic formations that exist beneath the DWTP and how to recognize these formations during the drilling of soil borings.

Long-Range Planning: Geosyntec has been assisting clients with a broad range of issues related to groundwater resources and mechanisms for recharge including initial assessments, pilot testing, water market development, funding, permitting, and satisfying requirements of California's Sustainable Groundwater Management Act (SGMA). From this experience, we are well aware that successful planning during feasibility assessments requires foresight for future portions of the project so that appropriate data and conceptual designs take into account future considerations and portions for the project. For example, our proposed approach for data collection considers the full cycle of the project, including long-term and full-scale operation and maintenance, and analysis for future proposal solicitation packages to obtain grant funds for project construction.

High-Quality Deliverables: Geosyntec is known for providing our clients with the highest quality of service from draft preparation and filing to public meeting support. We understand the need to work closely with the City and stakeholders when finalizing a deliverable and will maintain direct contact with your team to provide accurate, high-quality project deliverables.

Geosyntec is confident that the experience of the team outlined above and in the following pages will provide the City of Stockton with a unique group of individuals that can perform the requested scope of services for a successful assessment of the DWTP proposed recharge basin.

b. References

Firm Performance References

The Firm Performance References are the same as the Team Performance References provided below.

Team Performance References

South Fork Kings GSA Aquifer Storage and Recovery Pilot Test

South Forks Kings Groundwater Sustainability Agency

Kings County, CA

Project Budget: $311,496

Completion Date: March 2022

Name: Charlotte Gallock
Title: Manager of Water Resources, Kings River Conservation District
Email: cgallock@krcd.org
Phone: (530) 307-7934

Services Provided:

- Preparation of Work Plan
- Permitting
- Aquifer Testing and Analysis
- Groundwater Recharge and Recovery
- Assessment on effects on Nearby Groundwater Wells
- Modeling
- Water Quality Assessment

Project Description

As part of the Tulare Lake Subbasin's GSP implementation, Geosyntec conducted an Aquifer Storage and Recovery (ASR) pilot test in an existing active irrigation supply well within the South Fork Kings GSA (SFKGSA). This GSA has poor soils that are not amenable to surface infiltration, and the objective of the test was to evaluate the potential for direct injection as a method for developing groundwater storage using excess surface water when it is available. The test involved comprehensive monitoring of water levels and water quality and was designed to be compatible with typical irrigation operations in the area. Twenty-six million gallons of water was injected into the aquifer, stored for 45 days, and then recovered for irrigation.

Geosyntec's Scope of Services

Geosyntec was retained by the South Forks Kings GSA to design and complete a pilot test for ASR using an existing active irrigation supply well. The goal of the pilot test was to demonstrate that active irrigation wells could be used for ASR so that SFKGSA could develop an expanded ASR program for the basin. Geosyntec prepared a work plan for submittal and approval of the pilot test to the Central Valley Regional Water Quality Control Board (CVRWQCB) and Division of Drinking Water and obtained an Underground Injection Control permit from the United States Environmental Protection Agency. Pre-pilot test work included identifying nearby supply/domestic wells, water sampling and analysis of groundwater and source water to be used for recharge, performance of aquifer tests to collect aquifer parameters and assess interactions within aquifer zones where nearby wells are located, and groundwater modeling analysis to evaluate the influence of injecting, storing, and extracting groundwater. Injection began on June 21, 2021, using water obtained from a nearby canal and continued until August 1, 2021. The injected water was stored for 45 days then recovered for irrigation. An approximate total of 26 million gallons of water was injected into the aquifer at an average injection rate of 800 gallons per minute. During the pilot test, Geosyntec maintained the system and collected water levels and water quality data from the injection well and nearby observation wells.

Notable Accomplishments

Geosyntec has provided valuable insight and advocacy for the SFKGSA towards achieving an overall program for ASR within the basin. Geosyntec was able to help the agency identify realistic goals for operation of wells and identified a key maintenance issue to be considered. The system design was critical for the startup of the test to not drag air down the well as it limits the amount of water that can be injected. Geosyntec is currently assessing changes to the well efficiency of the irrigation well to allow adjustments in the ASR program and design appropriate operation and maintenance procedures for future ASR operations.

Engineering Evaluation – Proposed Recharge Facility

Crescent Management, LLC

Tulare County, CA

Project Budget: $60,000

Completion Date: March 2022

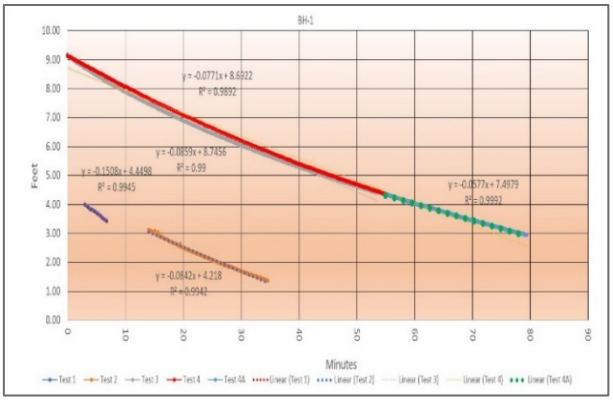
Name: Allen Nazarian
Title: Realtor and Associate Broker
Email: allen26@gmail.com
Phone: (310) 266-9761

Services Provided:

- Preparation of Work Plan
- Literature Search
- Infiltration Testing
- Feasibility Study
- Development of Hydrogeologic Conceptual Model
- Assessment on Regional Effects from Recharge
- Assessment of Site Recharge Potential
- Identification of Data Gaps

Project Objective

In the preliminary assessment, Geosyntec conducted an engineering evaluation for a potential infiltration basin of a 60-acre parcel located near the City of Terra Bella in Tulare County. The goal of the project was to provide Crescent Management a preliminary assessment of the site as a groundwater recharge facility prior to purchase of the property. Specific objectives for the project included estimating the rate of recharge that could occur on the site and the expected fate of the recharge water and Identifying data gaps needed to fully assess the recharge potential of the Site and provide recommendations for collecting these data.



Plot showing results of downhole infiltration test used for estimating infiltration rates of proposed basin.

Geosyntec's Scope of Services

Geosyntec's scope for this project included: an initial review of available information including well logs, water level data, water quality data, and groundwater flow directions; drilling of soil borings to assess lithology and allow collection of soil samples for physical testing; and completion of downhole infiltration tests (within borehole) at depths anticipated for recharge basin. Physical soil testing included grain size analysis, moisture content, and permeability testing. The downhole infiltration tests were conducted by drilling to desired depth, installing well casing and placing bentonite pellets within the annular space so that water used for test cannot come back up the borehole. The test is conducted by adding water to the well casing and measuring water levels with a pressure transducer. After completion of the field program,

Geosyntec prepared report discussing the suitability of the property as a recharge basin and provided recommendations for future activities if the property is purchased.

Notable Accomplishments

Geosyntec has provided valuable insight into the potential use of property as a recharged facility. Based on the results of infiltration testing and assessment on the ability of infiltrated water to reach groundwater, it was estimated that a 10-acre basin constructed on property could infiltrate between 30 acre-feet per day to 280 acre-feet per day. Geosyntec also provided insights into future needs for a recharge facility including additional testing needed, permitting, and fate of the infiltrated water that the Client is currently using to assess if they will purchase the property.

Lincoln Center Remediation Project

Lincoln Center Remediation Trust

Stockton, CA

Project Budget: $7,738,067

Completion Date: In process

Name: Phil Johnson
Title: President
Email: pjohnson@sims-grupe.com
Phone: (209) 478-9200

Services Provided:

- Groundwater Extraction
- Development of hydrogeologic conceptual model
- Assessment of infiltration through vadose zone
- Regional water quality issues

Project Description

Lincoln Center is a commercial property located in Stockton, California where past operation by three dry cleaners impacted soil and groundwater with PCE on- and off-site and is located about 4-miles south of the DTWP facility. Joe Niland (Geosyntec Senior Principal) is the Trustee named by the Federal court to oversee the assessment and remediation of the project. Through his oversight, a long-term strategy for the final remedy was developed to bring the site to closure quickly and within the financial limits of the insurance policy. As part of this plan, Geosyntec evaluated existing site data and developed a hydrogeologic conceptual model that assessed: fluid migration pathways from the vadose zone to groundwater (infiltration); aquifer properties; groundwater flow paths and directions; groundwater quality; and data gaps. From this assessment, Geosyntec developed an investigation plan to close the identified data gaps, complete the conceptual site model, and support development of the final feasibility study for remediation of the groundwater plume. The investigation included design and installation oversight of the more than a dozen groundwater monitoring, injection, and extraction wells. Following the investigation, Geosyntec tested and designed the final in-situ remediation approach in groundwater, which included pilot testing, Waste Discharge Requirement permitting, injection well system design (similar to ASR wells), and construction oversight. From this project, Geosyntec has gained valuable insights into the characteristics of the vadose zone soils and groundwater system that will be transferable to an assessment of a recharge basin at DTWP site.

Notable Accomplishments

Geosyntec also successfully negotiated permanent shutdown of the soil vapor extraction SVE system and case closure for soil source areas with the CVRWQCB using our detailed knowledge of fluid migration pathways through the vadose zone. Geosyntec currently oversees the operations and maintenance activities of the groundwater extraction and injection system and has implemented several system optimization cost savings measures. We have implemented a cost effective and expeditious remedy that will meet budget and schedule requirements of the stakeholders and meet the requirements of the CVRWQCB and the Federal court.

Pre-Design Civil Plan Layout for the Argo Drain Stormwater BMP

Argo Infiltration Recharge Basin

City of Los Angeles, Bureau of Engineering and Bureau of Sanitation

Los Angeles, CA

Project Budget: $610,000

Completion Date: June 2021

Name: Bryan Powell
Title: Civil Engineer for Los Angeles Bureau of Engineering (LABOE)
Email: bryan.powell@lacity.org
Phone: (213) 485-5908

Services Provided:

- Performed multi-phase geotechnical investigations
- Conducted hydrological and geotechnical analyses
- Lead Pre-Design Report preparation
- Produced preliminary design civil drawings

Project Objective

The Argo Drain Stormwater Best Management Practice (BMP) project is a regional stormwater BMP that is designed to comply with Santa Monica Bay Beaches Bacteria Total Maximum Daily Load (SMBBB TMDL), the 2012 Los Angeles Municipal Separate Storm Sewer System Permit, and the 2015 Industrial General Permit. The Project is located at the northwest edge of Los Angeles International Airport near the intersections of Westchester Parkway and Falmouth Avenue and will treat runoff from a 2,320 acre drainage area, consisting of commercial, residential, and industrial areas. The project is designed to demonstrate compliance specified for the applicable drainage area. **The recommended Project design diverts and conveys stormwater runoff from three existing major storm drain lines to an underground infiltration facility where runoff is infiltrated into the groundwater basin underneath. The proposed facility includes diversion structures, a pumping station, an 8.9 million gallon underground infiltration gallery, and a network of infiltration dry wells.**

Geosyntec's Scope of Services

Geosyntec previously completed the draft 100% design in 2008. The project was put on hold following the design completion and was re-initiated in 2015. Design modifications are necessary to meet new regulatory criteria associated with the 2012 MS4 Permit and the 2015 IGP, and to account for an updated methodology for estimating compliance with the SMBB TMDL as outlined in the Santa Monica Bay Watershed J2/3 Enhanced Watershed Management Program (EWMP). Geosyntec was contracted to acquire necessary subsurface geotechnical information; develop new design criteria based on updated regulatory and geotechnical information; perform hydrologic modeling (using EPA SWMM) and geotechnical analyses to address changes from the previous design; produce preliminary design layouts; and assist project cost estimation and project schedule development.

Notable Accomplishments

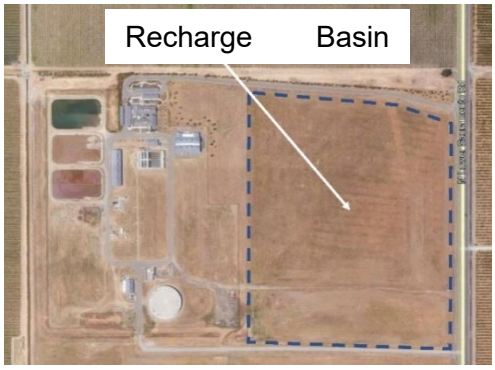
Geosyntec worked closely with the City of Los Angeles, Los Angeles World Airports, and other consulting teams to come up with a feasible, cost-effective solution to meet all design criteria within project site constraints, including minimizing interference with airfield operation during construction and operation phases, and integrating with the existing storm drain network. Modeling results indicate that the proposed facility can achieve the required capture efficiency.

c. Financial Statement

Geosyntec Consultants, Inc. has sufficient financial resources to ensure that we can satisfactorily provide the services required. We have provided a balance sheet and income statement in Attachment D which is *CONFIDENTIAL*.

d. Project Understanding

The purpose of the project is to evaluate the feasibility, provide planning, and preliminary design services related to developing a feasibility study and preliminary design report for the DWTP Groundwater Recharge Basin Improvements Project. The DWTP is located along Lower Sacramento Road north of 8-Mile Road between the City of Stockton and the City of Lodi. The geotechnical investigations will establish the subsurface soil characteristics and evaluate if they have the likelihood of supporting a successful groundwater recharge project. The specific area that will be assessed for the project is open land to the east as depicted in the adjacent photo.



During the design phase of the DWTP, the City of Stockton Municipal Utility District (MUD) commissioned the Design-Build team to conduct a preliminary groundwater recharge feasibility study of the approximately 70-acre site adjacent to the DWTP. This draft study, completed in 2009, concluded that with available water from the Woodbridge Irrigation District (WID) and possibly City of Lodi stormwater flows, a direct groundwater recharge and recovery project was feasible and recommended additional engineering feasibility and design studies to confirm water availability, recharge infiltration rates, and storage capabilities.

Proposed Approach

This section presents Geosyntec's proposed approach for performing the Geotechnical Investigation and Hydrogeologic Characterization for the DWTP groundwater recharge improvement project. The tasks developed for this approach follow those presented in the RFP and subsequent addendums. The specific scope and approach presented within each task is based on Geosyntec's experience both in the immediate area and performance of infiltration/recharge investigations throughout California. In addition, our proposed approach for data collection considers the full cycle of the project, including long-term and full-scale operation and maintenance, and future proposal solicitation packages to obtain grant funds for project construction. We have also designed our proposed scope of work to follow a phased approach whereby the results of each task are assessed to determine if subsequent tasks should be revised or if enough information has been collected that indicates that the basin will not be an effective location for recharge. For example, if the results of the geophysical survey indicate that soils beneath the site are all low permeability, the subsequent drilling program may be reduced to confirm this finding, or the project can be discontinued at this stage. This approach will make sure the City does not spend unnecessary funds to complete the overall goal of the project to assess if the DWTP site is suitable for recharge.

Review of existing data for the vicinity of the DWTP Facility is key to developing an initial conceptual site model for the site and guiding the initial phases of the field programs. Geosyntec will develop a GIS geodatabase, conduct a geophysical survey and CPT program with infiltration data, complete soil borings with continuous cores for detailed lithologic analysis, and collect soil, groundwater, and source water samples to assess water quality and potential changes to groundwater quality from potential recharge operations, and conduct an aquifer test to assess aquifer properties. The collection of high-quality data is essential for the success of subsequent modeling to assess groundwater mounding from recharge, groundwater recovery, residence time of water between the recharge basin, dry wells, or injection wells and production wells, potential influence on the local and regional groundwater systems. These data will also provide the information needed for preliminary design layouts, operation and maintenance considerations, and estimate of probable design and construction costs. All the data collected will be uploaded to a common geodatabase to facilitate efficient incorporation into models and future design phases of the project.

Several physical parameters determine the suitability of a potential site for providing groundwater recharge benefits. Some parameters may require significant research to determine suitability or suitable methods. Not all physical parameters are important for every recharge mechanism (e.g., the requirements for recharge

basins are different than those for in-lieu recharge or dry wells). Important physical parameters include the following:

- Hydraulic conductivity (vertical and horizontal) of the vadose-zone and aquifer
- Depth to groundwater and fluctuation of depth to groundwater
- Groundwater storage capacity
- Chemical properties of the soil, vadose-zone, and aquifer materials
- Chemical properties of the water available for recharge and receiving groundwater.

Each of these parameters with respect to the Site will be assessed for this project as discussed for the tasks presented below. In addition to the above parameters, existing and historical land use, and production wells in the vicinity are important for consideration in the evaluation of feasibility and design of recharge.

As discussed in the RFP, the City of Stockton is requesting analysis for a recharge basin using Delta Water as the source water for infiltration. In addition, our investigation will include assessment of other recharge mechanisms such as dry wells, aquifer storage and recovery wells, and combinations of technologies. Our anticipated scope of work for the overall project is based on our initial review of readily available information as discussed in the following sections.

Preliminary Hydrogeologic Conceptual Model

The project site is within the Bear Creek interfan area between the Mokelumne and Calaveras River alluvial fans. The Eastern San Joaquin Groundwater Sustainability Plan (GSP) reports that the interfan soils generally have well-developed profiles, medium-to-heavy textures, fairly well-compacted subsoils, and local hardpan that overlies silty to silty clay loams. Consequently, the interfan soils generally have low infiltration rates (less than 0.6 inches per hour).

Figure 3-14 from the GSP shows the modified Soil Agricultural Groundwater Banking Index (SAGBI). This index provides a composite evaluation of soil suitability to accommodate groundwater recharge while maintaining healthy soils, crops, and a clean groundwater supply. The SAGBI is based on five major factors that are critical to successful agricultural groundwater banking: deep percolation, root zone residence time, topography, chemical limitations, and soil surface condition. However, a limitation of this index is that it only assesses soils within the top 5 to 10 feet. To account for this limitation, the modified SAGBI map (shown below) includes an assumption that all soils with restrictive layers in the upper couple feet are modified by deep tillage. Even with the assumption of deep tillage, the map suggests that soils in the vicinity of the DWTP

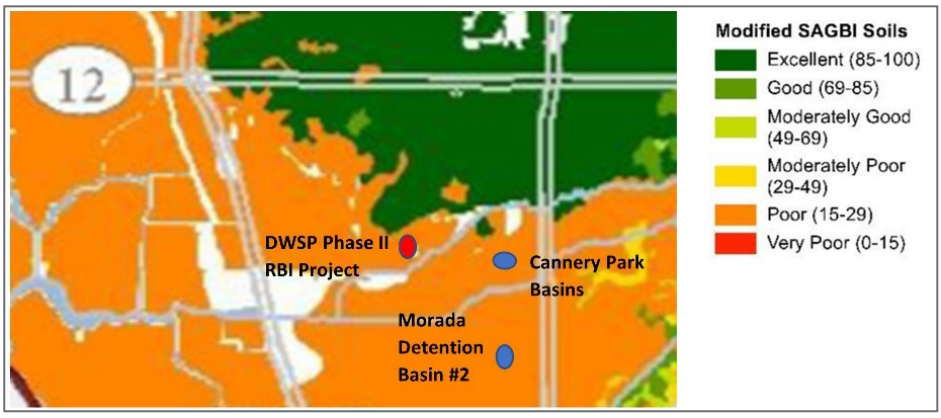
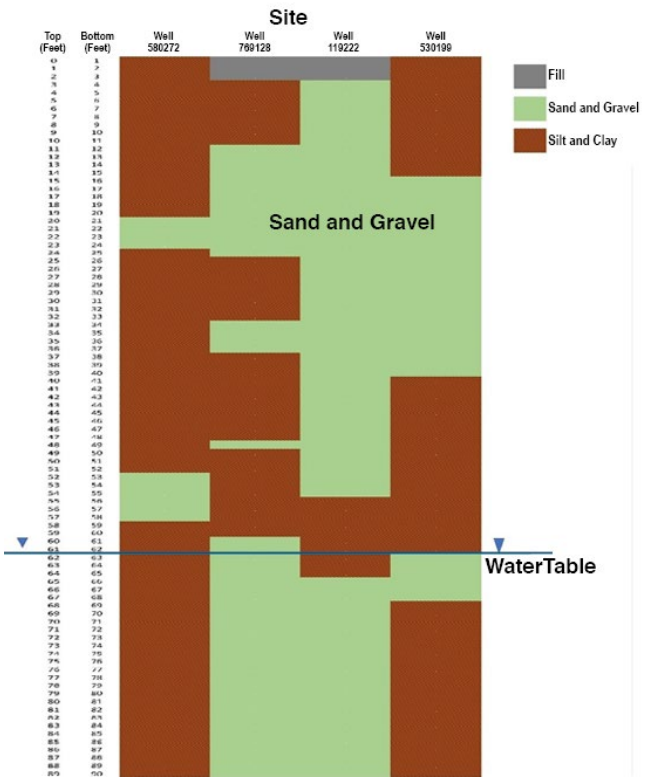


Figure 3-14 from GSP showing SGAGBI modified map for Site area.

are poor for accommodating groundwater recharge. Note, however, that the regional map shows soils with excellent groundwater banking potential not far to the north of the DWTP location.

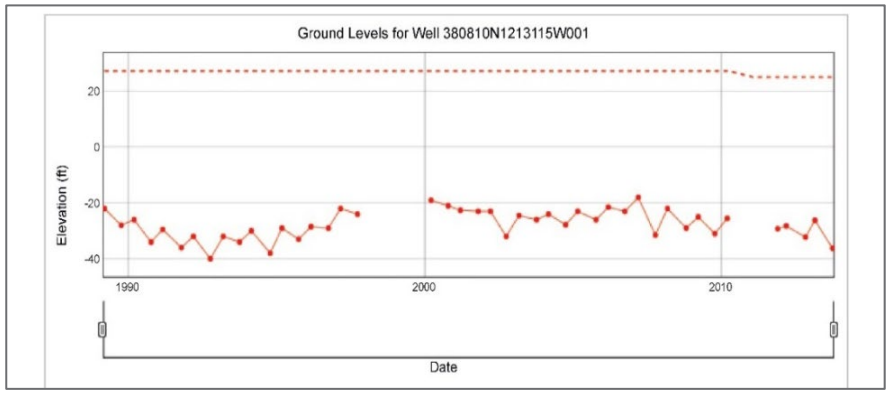
As stated in the RFP, infiltration testing conducted at the Site in 2009 concluded that a direct groundwater recharge and recovery project was feasible with a preliminary infiltration rate of 0.8 acre-feet per day. However, the specific area and depth of the infiltration tests were not provided in the report describing this information. Geosyntec has reviewed several boring logs in the vicinity of the Site. Based on these boring logs a cross-section (adjacent) shows intervals of sand and gravel that are likely present beneath the Site that are conducive for recharge. However, these permeable zones may be at depths that will require more than deep tillage to access. Accordingly, based on the results of the characterization, Geosyntec will consider engineered alternatives to a recharge basin such as shallow wells ("dry wells") or trenches.



Stratigraphic cross section constructed using well logs near Site.

The cross-section also suggests that there may be a good pathway for recharge water to reach the underlying water table. Based on a hydrograph (below) for a nearby well in the DWR's Water Data Library, the depth of the water table beneath the DWTP facility is approximately 60 feet. Based on data presented in the Eastern San Joaquin GSP and other documents in the area, transmissivity (T) of the underlying aquifer is 4,100 to 5.000 feet^2/day. In wells with T values greater than 1,300 ft^2/day, the production yields are typically sufficient for industrial, municipal, or irrigation use indicating that the underlying aquifer has the capacity to allow storage of recharged water.

Vertical hydraulic conductivity of the soil beneath the recharge basin and of the alluvial sediments in the upper 50 feet are a key constraint on the percolation rates that are feasible for the basin. Consequently, Geosyntec's proposed scope of work includes a feasibility evaluation of a network of shallow percolation wells (sometimes called "dry wells") or system of trenches to enhance the recharge rate at the DWTP facility. Geosyntec staff are experts in the design of dry wells and are working with the California State Water Resources Control Board to develop the permit requirements for these types of recharge facilities.



Hydrograph for well completed near Site as shown on DWR's Water Data Library.

Although additional assessments are required, a cursory review of California's GeoTracker database suggests the groundwater beneath the Site has not been impacted with volatile organic compounds or pesticides, but there might be some elevated nitrate concentrations in the area. Water quality data obtained from DWR's Water Data Library for wells near the Site with reported depths less than 200 feet BGS indicate that water quality beneath the Site is of good quality with the average total dissolved solids (TDS) values below 500 milligrams per liter. These data also indicate a calcium-bicarbonate to sodium-bicarbonate water type for the upper aquifer. Calcium-bicarbonate is typical of shallow fresh groundwaters, and sodium-bicarbonate is typical of groundwater influenced by ion exchange processes. This type of data assessment will be critical for assessing how recharge water may interact with the underlying groundwater.

Task 1 – Project Management and Review of Groundwater Subbasin Data

Project Management

Geosyntec's project manager, Joe Turner, PG, CHG, will develop an internal project management plan (PMP) as a guide to monitor project performance. The plan will document critical success factors, a work breakdown structure (WBS), milestones, key deliverable dates, task budgets, and a project schedule. Joe has managed several recharge assessments including the assessment and construction of recharge basin at the Kiefer Landfill in Sacramento and the $1.6M Lower Tuscan Aquifer Monitoring, Recharge, and Data Management Project. He was also the Senior Principal Hydrogeologist for the ASR project conducted for the South Fork Kings Groundwater Sustainability Agency. The approach described below is based on the successful administration of these projects.

Cost Management

Budget procedures, reports, and the baseline budget will be included in the project budget management section of the PMP. Geosyntec's Project Manager Dashboard provides a detailed view of project financials and helps monitor and control the project by providing near real-time project data. The system will also help Joe confirm invoice accuracy. Each invoice will show how the budget is managed month-to-month and will be structured to match the tasks presented in the approved agreement.

Managing Risks

Geosyntec will coordinate with the City project team to identify risks and develop mitigation measures to better control the outcome of the project. This assessment will be a guide to help the project team to detect and mitigate risks.

Quality Assurance/Quality Control (QA/QC)

Geosyntec has established QA/QC procedures that require review of calculations and deliverables by senior professionals. The PMP will include a Quality Management Plan (QMP) which will provide a road map for meeting your quality expectations. By integrating planning and tracking tools with major project requirements, ongoing interaction and guidance by company experts will facilitate program delivery that is on time, within budget, and at a level of quality that meets the City's expectations.

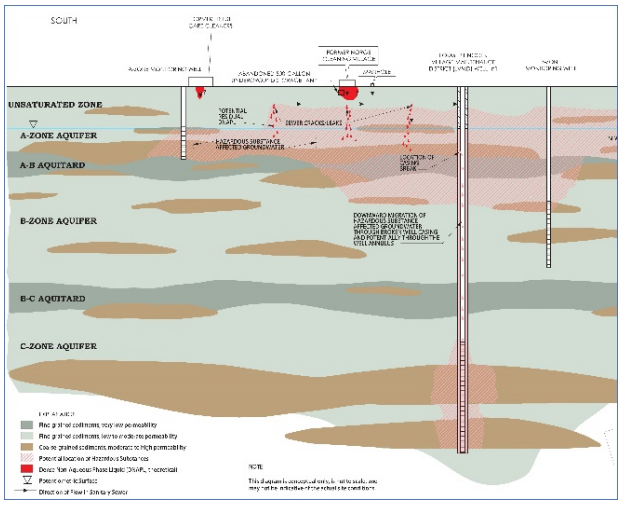
Joe Turner will work closely with the City for the duration of the project and resolve potential changes in scope. Any suggested or requested changes to the scope of work derived through meetings or other communications with our team will be communicated promptly to the City. Joe will also work with the team and expeditiously discuss and propose potential additional tasks that would add value to the project.

Status Reports

Geosyntec will provide the City with written progress reports as part of the monthly invoicing to communicate progress, issues, changes, and deliverable status. In addition, Geosyntec will also maintain open and frequent communication with the City. This approach will provide an efficient use of resources for successful project execution and will help the City to inform other stakeholders on the progress of the project.

Data Review and Compilation

Geosyntec will conduct a literature search and file review to compile information on hydrogeology in the vicinity of the DWTP including aquifer characteristics, existing production well and groundwater monitoring locations, groundwater elevations, groundwater flow directions, and groundwater quality. Geosyntec will use this information to plan the geotechnical and hydrogeologic approach and site groundwater recharge and recovery evaluation. As discussed on page 6 of this proposal, Geosyntec team members have worked extensively at the nearby Lincoln Center facility (4-miles south of DWTP) and have developed detailed conceptual and geologic site models that will be instrumental in developing the initial conceptual site model for the study area. Other information that will be assessed includes, the following:



Cross Section from Lincoln Center showing fluid migration to groundwater surface.

- Eastern San Joaquin County Groundwater Authority GSP (2019)
- Department of Water Resources California Statewide Groundwater Elevation Monitoring (CASGEM) Program
- SGMA Data Viewer
- DWR's Water Data Library
- California State Water Resources Control Board GeoTracker database
- California Department of Toxic Substances Envirostor database
- USGS Groundwater Ambient and Monitoring and Assessment (GAMA) Program
- Eastern San Joaquin Data Management System
- SAGBI Data for the Site Vicinity
- California Natural Resource Agency (CNRA) Well Completion Report Map Application

In addition to the Lincoln Center Facility, known facilities that have public records on Geotracker and Envirostor within the study area include the associated facilities with the Lodi Plume and several leaking underground fuel sites. Many of the publically available files for these sites could have information regarding soil and aquifer properties that can be used for the assessment of the hydrogeologic properties of the general vicinity of the DWTP Facility.

Geosyntec will document the results of the literature search and review in a Technical Memorandum (TM) that will include the initial conceptual site model and focus on assessing how a groundwater recharge and recovery operation may affect local groundwater conditions and production wells in the vicinity of the DWTP facility. The TM will also identify data gaps needed for assessment of the recharge potential of the Site. These identified data gaps will form the basis of the Work Plan for Tasks 4 and 5.

Deliverables

1. TM summarizing results of Literature Search
2. Two meetings to discuss project and results

Task 2 - GIS-based Survey, Utilities Evaluation and Site Assessments

GIS-Based Survey

This task will include development of a Geographic Information Systems (GIS) formatted topographic survey over the recharge basin area as outlined below. As specified in the RFP, a topographic survey will be conducted by a California licensed Land Surveyor. This survey will be conducted by AAX Engineering, LLP (AAX) to support the recharge basin design and subsurface investigation discussed for Tasks 3 through 7.

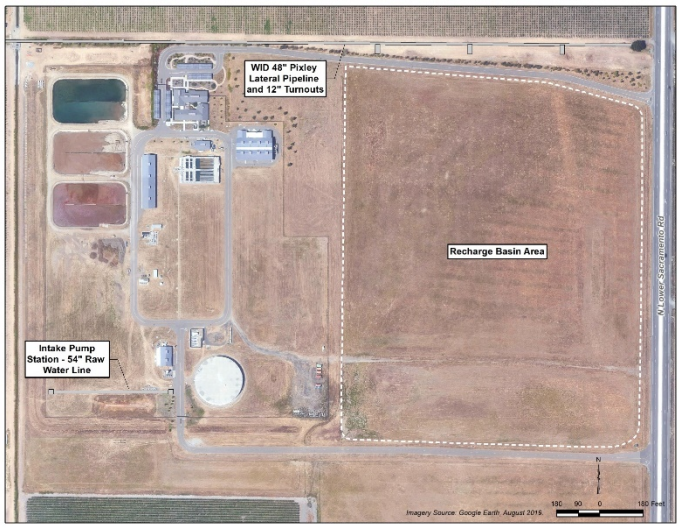


Figure showing approximate locations of water lines near proposed recharge basin area (Source: RFP).

Utilities

AAX will conduct a utility survey of the proposed recharge basin area using geophysical methods on the surface. USA and geophysical markings will be collected by field survey, and sewer and drainage manhole depths measured within the proposed recharge basin area. Identified utilities from the as-built drawings and utility survey will be included in the geodatabase. Conclusions of likely utility locations and project impacts will be identified and coordinated with the City and applicable utility owners. If warranted, pothole locations and relocation efforts will be proposed. No subsurface investigations or utility relocation efforts are currently anticipated but can be provided if deemed necessary.

Survey

AAX will conduct the survey which includes:

- Survey points around the perimeter of the recharge basin at a spacing of approximately 25-feet including the edge of road improvements,
- Survey points internal to the recharge basin on a grid spaced at approximately 200-feet,
- Visible permanent structures, utility appurtenances and markings placed by USA and Utility locator within the recharge basin area,
- Identify gravity sewer and drainage manholes with pipelines crossing the work area will be surveyed and dipped,
- Survey points will be imported into Autodesk Civil3D and illustrated with applicable linework,
- City GIS data, as-builts and other utility records collected by Geosyntec will be added to drawing,
- Existing surface will be modeled, and contours generated in Autodesk Civil3D,
- Aerial imagery included with Autodesk Civil3D will be overlaid,
- All drawing and model data will be output to a shape file or other city approved GIS format for further use by others.

Site Assessments

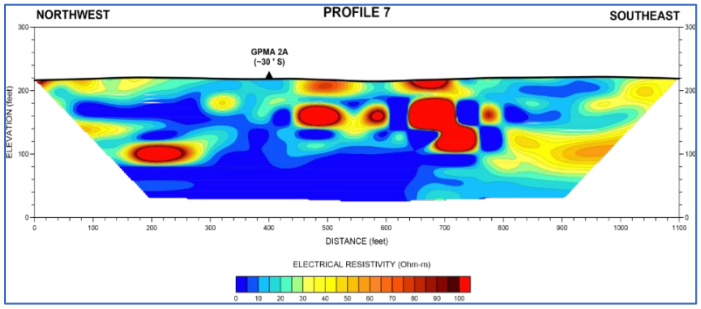
Geosyntec will research history for any prior site assessments to evaluate any prior site uses including agrichemical use that may impact the geotechnical work or Site suitability for use for a recharge facility. Potential reports would include geotechnical and soils reports completed for construction of the DWTP and environmental assessments completed for purchase of the property.

The results of Task 2 will be summarized in a TM that will include a copy of the topographic map, utility locations, and other geographic information. Relevant data from Task 1 will also be added to and georeferenced (where applicable) in the file geodatabase. This TM will also update data gaps discussed in

the TM for Task 1 for an assessment of the recharge potential of the Site. As indicated for Task 1, these identified data gaps will form the basis of the Work Plan described for Tasks 4 and 5.

Deliverables

1. Topographic Survey in feature class format within a file geodatabase using NAD83 State Plane, California Zone 3 (feet)
2. Project specific geodatabase
3. TM summarizing results of utility locations and historical land use



Example of geophysical survey from Turner et al (2014) for Site located in Sacramento, California

Task 3: Surface Geophysical Survey

Electrical resistivity profiling (ERP) measures subsurface electrical properties related to lithologic and chemical variations of the pore water. For example, fine grained silts and clays typically have lower electrical resistivities than coarser grained sands and gravel. The apparent resistivity of subsurface material is determined by transmitting electrical current into the ground through electrodes placed along a traverse and measuring the resulting voltage. The adjacent figure shows a typical profile from Turner et al (2014) for the Kiefer landfill located in Sacramento showing differences between low permeability silts and clays (blue) and coarse-grained sands and gravel (red). As seen on these figures sands and gravels form channel-like features (red) that control the migration of fluids. This information was critical in designing the infiltration basins for discharge of treated water completed by Geosyntec team members Joe Turner, Mike van den Enden, and Craig Riddle. Joe Turner, PG, CHG has completed several similar studies in northern California including assisting in the interpretation of airborne electromatic method (AEM) surveys in Butte County to assess recharge pathways and has been a speaker at two symposiums discussing the interpretation of geophysical surveys for development of hydrogeologic conceptual models for use in assessing groundwater migration pathways.

For this task, the City has requested an ERP survey using an Advanced Geosciences Inc. (AGI) SuperSting RB Resistivity/IP Earth Resistivity meter. NORCAL Geophysical Consultants, Inc. (NORCAL) of Cotati, California will conduct the ERP survey. NORCAL conducted the ERP survey discussed above for the Kiefer landfill and has worked with Joe Turner on several other similar projects. As specified in the RFP, data for the survey will be acquired along each transect using the dipole-dipole and strong gradient array configuration with up to 56-electrodes. Measurements will be made at transmitter-receiver separations (n-spacings) of at least 1 through 8 using an electrode separation (a-spacing) of 30 feet. This spacing results in a depth of detection of approximately 400- to 450-feet and a length of about 1,540 feet that extends across the entire length in the north to south direction of the proposed basin. After the initial acquisition along the 56-electrode array is completed, data are acquired by rolling along each line in 14- to 28-electrode increments until the total distance of each line is reached. Data post-processing and numerical modeling are accomplished using Earthlmager 2D to generate 2-dimensional (x-z) gee-electric cross-sections of electrical resistivity along each survey line. The survey conducted will consist of 4 transects across the proposed recharge basin as shown in above figure.

Red lines show anticipated locations of ERP lines.

Prior to issuance of Addendum 3, we had included this task as part of Task 6 (now Task 7), Geotechnical Investigation, but recommended an electrode separation (a-spacing) of 15 feet as opposed to 30 feet. This spacing provides a depth of detection of approximately 200 feet as opposed to 400 feet but with better resolution on the shallower material. As discussed in the preliminary hydrogeologic model above, groundwater at the DWTP facility is approximately 60 feet below ground surface (bgs) and the upper aquifer is within the first 150 feet bgs. Based on these depths, we recommend changing the spacing to 15 feet. This change will provide better information of the shallower material and insights into infiltration pathways for recharge pathways. In addition, this higher resolution for the shallower material will allow better recommendations for locations and depths for subsequent tasks conducted in Task 7.

Deliverable:

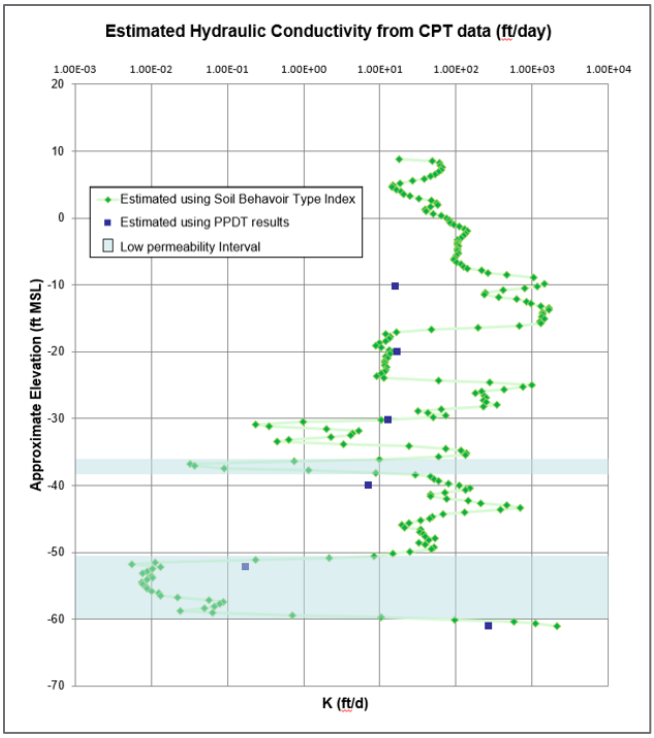
1. Geophysical survey analysis report, including lithologic and stratigraphic data interpretation

Task 4: Preliminary Geotechnical Investigation Approach and Planning Activities

After City approval of the TMs prepared for Tasks 1 and 2 and geophysical report for Task 3, Geosyntec will prepare a Draft Work Plan and schedule for the approach to the geotechnical investigation that will characterize subsurface soil conditions beneath the vicinity of the DWTP facility. The preliminary geotechnical investigation approach and planning activities will be designed to evaluate the suitability of the soil matrix and hydrogeologic properties of the subsurface. As discussed above, the specific scope of work presented in the Draft Work Plan will be based on the information and data gaps identified in the Tasks 1 and 2 TMs and the information from the ERP survey conducted for Task 3. The Draft Work Plan will be based on the Geosyntec team's experience preparing work plans for similar types of projects.

Based on a preliminary assessment of data presented in the preliminary hydrogeologic model discussed above, Geosyntec anticipates that the Draft Work Plan will include methods and procedures for the following:

CPT borings to provide continuous profiles of geotechnical properties including Soil Behavior Type (SBT) indices. In addition, pore-dissipation testing (PPDT) will be conducted at selected depths to provide calculations of hydraulic conductivity (K). The pore-dissipation test should provide more accurate local measurements of K that will be used to calibrate the profile of K values calculated from the SBT data. The adjacent figure is an example of a profile at a CPT boring calculated from normalized SBT indices that also includes several K values based on the PPDTs.

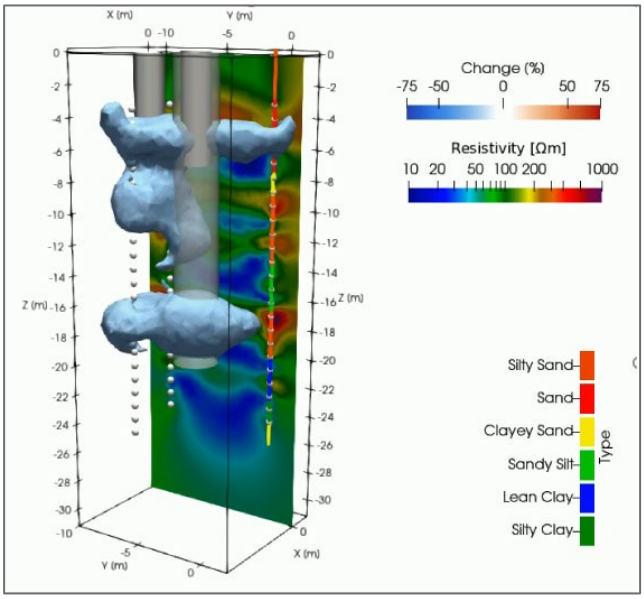


Estimate of hydraulic conductivities by depth from CPT data constructed by Geosyntec for facility operated by the West Basin Municipal Water District in El Segundo, California.

Installation of soil borings and monitoring wells. The Work Plan will include sampling, and logging procedures, estimated depths, anticipated screen intervals, and development procedures, for borings and monitoring wells. The drilling of soil borings will be conducted in two phases. The first phase will be with sonic drilling method to allow collection of continuous cores for preparation of detailed lithologic logs to assess fluid migration pathways. The locations of these soil borings will be based on the results of the geophysical and CPT surveys discussed above. Downhole permeability tests will be conducted within major lithologic units identified during the CPT survey. This method will confirm hydraulic conductivity

calculations conducted during the CPT survey and will provide valuable input parameters for hydraulic calculations and groundwater modeling.

Using this information in conjunction with the detailed lithologic logs developed from the sonic cores, the second phase will include drilling of soil borings for installation of monitoring wells and a pumping well that will be used for aquifer testing. Although currently not recommended, based on initial results of Tasks 1 through 3, it may be recommended to install ERT sensors. The ERT sensors, placed at various depths, can be used to observe the progression of the wetting front as moisture from rain events or pilot tests of infiltration basins passes through the subsurface and provide similar information downhole to the ERP survey discussed in Task 3. Scott Struck, PhD successfully used this method to assess infiltration of water through dry wells for the Los Angeles County Public Works. For this project, Geosyntec was teamed with the Department of Energy's Lawrence Berkley National Laboratory and partnered with the United States Bureau of Reclamation and Geological Survey. The project was conducted to better quantify the benefits of infiltrating stormwater.



Still shot from animation created from ERT data used to assess dry well. Light blue features show water migrating down through the soil column.

Geosyntec anticipates installing multiple screened intervals at monitoring well locations for use as observation wells during subsequent pump tests as discussed below to assess vertical hydraulic conductivities. These wells can also be used for monitoring of mounding of groundwater and groundwater chemistry changes during infiltration pilot tests. At least one soil boring will be converted to a well that can be used as a pumping well for aquifer testing (see discussion of anticipated field program for Task 7).

Sampling of soil, groundwater, and source water. The Work Plan will include procedures and locations for samples of soil, groundwater, and the source water anticipated to be used for recharge. The Work Plan will include sampling frequency, analyte list, and QA/QC procedures. The primary objective of this testing will be to assess interactions between soils, recharge source water, and groundwater. The anticipated analytical program is discussed for Task 7 and includes soil physical properties and, chemical parameters.

After completion of the Draft Work Plan, Geosyntec will schedule a meeting with the City and other stakeholders to present the overall recommended approach. This meeting will provide the City with opportunities to ask questions prior to their review and approval of the recommended approach.

Deliverables

1. Draft Work Plan

Task 5: Final Geotechnical Plan

After review and approval of the Draft Work Plan by the City, Geosyntec will finalize the plan with an updated schedule for conducting the field program discussed for Task 7 and submittal of hydrogeologic characterization discussed for Task 8.

Deliverables

1. Final Work Plan

Task 6: Permits

Geosyntec will obtain all necessary permits and regulatory approval for the project. At this time, it is only anticipated that permits from the County Environmental Management Department to drill wells and soil borings will be required for this project.

Deliverables

1. Drilling Permits

Task 7: Geotechnical Investigation

Geosyntec will conduct the geotechnical investigation in accordance with the approved Final Work Plan. Our anticipated scope of work for this task is based on our initial review of readily available information as discussed in the preliminary hydrogeologic conceptual model provided above. As discussed in our project approach, we have designed our field program to follow a phased approach whereby the results of each task are assessed to determine if subsequent tasks should be revised or if enough information has been collected that indicates that the basin will not be an effective location for recharge. For example, for the field program, if the results of the CPT survey and soil boring program indicate that soils beneath the site are not conducive to a recharge program, it may be recommended that the subsequent program for installation of wells and performance of aquifer test not be conducted, and the project could be discontinued at this stage

Proposed Scope of Work

Based on our compilation and review of existing data as discussed above, our anticipated scope of work includes performance of a CPT program, drilling and sampling of two soil borings, drilling sampling and installation of one nested (multiple well screens in one soil boring) monitoring well and one well used for aquifer test, performance of aquifer test, and physical and chemical testing of soil, groundwater, and source water samples. Each item is discussed below. The actual scope of work will be as approved by the City in the Final Work Plan. Fieldwork will be under the supervision of a California Professional Geologist and Certified Hydrogeologist.

Field Setup Coordination

This task includes coordinating with subcontractors, obtaining necessary field supplies and preparation of site-specific field safety plan for use by the Geosyntec team, and marking Site for clearance of utilities by USA. The task also includes a site visit to discuss the overall project with City personnel and mark locations for the USA utility clearance.

CPT Survey

The CPT borings will provide data on the geotechnical properties of the subsurface including continuous profiles of SBT indices, and pore-pressure dissipation testing. The anticipated locations are shown on the adjacent figure that includes four CPT points. The actual locations may be modified based on the results of the geophysical survey. This figure also shows the locations of anticipated soil borings at the Site.

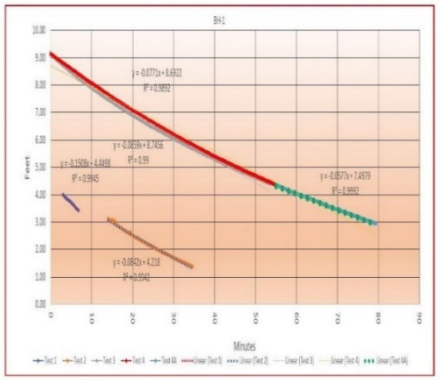
Anticipated Locations of CPT and soil borings

For each CPT boring, pore-pressure dissipation tests will be conducted at approximately 6 depths. To assess the infiltration rates at various depths, values of hydraulic conductivity K will be calculated from the SBT data to provide detailed trends of stratigraphic variation of K. However, the pore-dissipation test should provide more accurate local measurements of K that will be used to calibrate the profile of K values calculated from the SBT data. An example of a profile at a CPT boring

calculated from normalized SBT indices that also includes several K values based on Pore-Pressure Dissipation Test (PPDT) values was illustrated in discussion for Task 4.

Soil Borings

As shown on the previous page, two soil borings are proposed. The actual location of these soil borings may be modified based on the results of the geophysical and CPT surveys. The soil borings will be drilled using the sonic boring method that allows collection of a continuous core sample. These cores will be logged by the on-site geologist proficient in the methods described by ASTM D2488-84 and reviewed by a California Professional Geologist and Certified Hydrogeologist. The boring logs will provide detailed lithologic profiles that will be used to prepare stratigraphic cross-sections. At selected depths, during the drilling of these soil borings, down-hole permeability tests will be conducted. These tests will allow assessment of infiltration rates within the major material types encountered at the Site and will also allow verification of the results provided by the CPT survey. Tests will be conducted by advancing the outer casing of sonic drill stem to the desired depth. A pressure transducer will then be lowered down the drill stem and programmed to record water levels at 10 to 15 second intervals. The drill stem will then be filled with water then allowed to infiltrate into the desired materials. Infiltration rates are then calculated by the slope of the line developed during this process as shown on the adjacent figure produced for a down-hole permeability test conducted at the Terra Bella, California Site.



Test	Infiltration Rate (Feet/Day)
1	124
2	83
3	217
4	121
4A	111

Plot of data for downhole infiltration test used to calculate infiltration rates at Crescent Management proposed infiltration basin near Terra Bells, California

Well Installation

Geosyntec anticipates that one soil boring will be drilled for installation of a monitoring well cluster (multi-completion) at a location determined based on the results of the above investigations. The well would consist of three 2-inch-diameter casings with 5-foot screened intervals (e.g., 60 to 70 feet BGS, 75 to 85 feet BGS, and 95 to 100 feet BGS). Based on cost, logistics, and access issues, the monitoring cluster may be constructed in a single boring or in separate borings. Actual screened intervals will be based on results of the geophysical and CPT surveys and soil boring programs discussed above and observations during drilling of these soil borings. The monitoring well will facilitate collection of groundwater samples for water quality testing and will also be used as an observation well for the aquifer test described below. This well can also be used for assessment of mounding during any subsequent pilot tests of infiltration and potential long-term recharge operations.

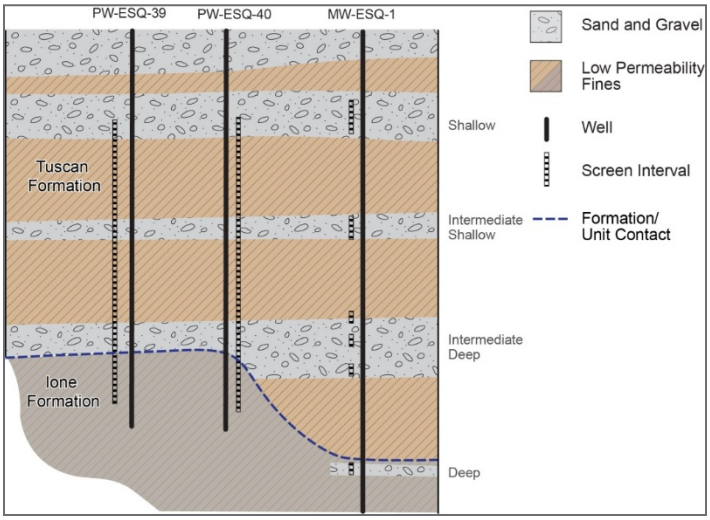
Nested monitoring well designed and installed by proposed Project Manager Joe Turner for the Lower Tuscan Aquifer Recharge and Monitoring project. Wells completed to depths of 1,000 feet BGS.

An additional well will be installed that will be used to conduct the aquifer pumping test. This test well will be located and designed based on the results of the field testing discussed above. The test well will also allow collection of groundwater samples for comparison with samples collected from the individual depth intervals screened by the nested monitoring wells. Following development of this well, a step-drawdown test will be conducted that will provide preliminary values of T and K and determination of pumping rate used for the

constant rate pumping test described below. This well will be screened over the entire interval monitored by the observation well (e.g., 60 to 100) and is anticipated to be 6-inches in diameter.

Aquifer Test

After completion of development of the observation wells and pumping well, a constant rate pumping test will be conducted. The pumping rate will be based on the results of the step test discussed above. It is anticipated that the constant rate test will be 8-hours in duration, but a longer test may be recommended based on results of the step test. To monitor the test, vented pressure transducers will be placed in each well within the nested monitored well (3 total) and the pumping well. Use of vented pressure transducers eliminates the need for barometric corrections of the data. The transducers will be placed in the wells during the step test discussed above and allowed to record water levels at 1-hour intervals to assess regional changes to groundwater levels prior to the constant rate test.



Conceptual model and schematic of pumping well and observation wells used for aquifer testing during the Lower Tuscan Aquifer project. From Turner et al, 2013.

Groundwater, Source Water, and Soil Sampling

Geosyntec anticipates that approximately 6 soil samples will be collected from each of the cored soil borings: 3 samples from the vadose zone and 3 samples from the saturated zone.

The actual sample depths will be based on specific conditions observed while drilling each boring with the objective of obtaining samples of both coarse- and fine-grained horizons.

Each soil sample will be analyzed for:

- Grain-size distribution (sieve analysis)
- Atterberg limits
- Moisture content
- Electrical conductivity
- Metals
- Cations and anions
- Total organic carbon (TOC)

If the results of the literature search discussed for Tasks 1 and 2 indicates potential for environmental impacts, other constituents such as pesticides and volatile organic compounds may be added to the list.

Geosyntec anticipates collection of grab groundwater samples near the total depth of each of the two soil borings, two additional grab water samples each will also be collected from relatively permeable depths in three of the CPT points based on observations in the field, and one sample from each screen interval of the nested monitoring well and from the pumping test well collected after development. In addition, we propose to collect and analyze two samples of the potential source water for recharge: one at the beginning of the field investigation program and one at the end.

Each groundwater and source water sample will be analyzed for the following:

Analysis	Specific Compounds
Cations	Cations Calcium, iron, magnesium, manganese, sodium, potassium
Anions	Chloride, alkalinity, nitrate/nitrite, phosphate, sulfate/sulfide
General Parameters	THM Potential, TOC, Total dissolved solids, total suspended solids, hardness, pH, electrical conductivity, oxidation/reduction potential, dissolved oxygen
Metals	Title 22 Metals

Electrical conductivity, oxidation/reduction potential, dissolved oxygen, and pH will be collected as field parameters during collection of grab groundwater samples. Additional analytes may be added based on results of Tasks 1 and 2.

Task 8: Hydrogeologic Characterization

The Geosyntec team will characterize the hydrogeology of the vicinity of the DWTP. This assessment will include documentation of our calculations and estimation of:

- Percolation rate and migration pathways
- Specific yield
- Hydraulic conductivity
- Available storage
- Recovery well production rates, and recommended location and number of recovery wells
- Groundwater flow directions
- Existing groundwater quality
- Potential chemical interactions between source water, soils, and groundwater.

Geosyntec will develop a three-dimensional groundwater flow model as a tool to evaluate the recharge capacity and engineering alternatives to optimize recharge and recovery. The model properties will be based on information from the ESJ Water Resources Model (ESJWRM, Woodard & Curran, 2018, Appendix 2-A, ESJ Groundwater Authority, 2019) with refinements based on site-specific data including lithologic logs of boring, aquifer testing data, and well information in the vicinity. The model grid will be designed with sufficient resolution of hydraulic gradients and groundwater mounding associated with simulated recharge from the basin engineered recharge alternatives such as shallow wells and trenches.

Geosyntec will use the model to evaluate and compare engineering alternatives including:

- a recharge basin,
- a network of percolation wells,
- a network of trenches,
- injection wells, and
- recovery wells.

The model simulations will provide calculations of:

- groundwater mounding,
- flow directions,
- percolation rates from a recharge basin, percolation wells, or trenches,
- injection rates,
- recovery well production rates,
- travel time of groundwater between the recharge facility and production wells, and
- percentage of recycled water pumped by production wells.

We will also conduct sensitivity analyses of the model results with simulations using a range of assigned hydraulic properties. Geosyntec will document the model design and simulations that will be included as an appendix to the Feasibility Report for Task 9.

Deliverable

1. Model Documentation Report

Task 9 Feasibility Report

After completion of Task 8, Geosyntec will prepare a Groundwater Recharge and Recovery Project Feasibility Report that will include the compiled results of the geotechnical investigation (Task 7) and hydrogeologic characterization (Task 8). This report will provide the following information:

- Suitability to recharge surface-applied water in terms of feet per day over the site and an estimate of the annual quantity of water capable of being recharged to the underlying groundwater basin.
- Potential for groundwater recovery in terms of millions of gallons per day or acre-feet per year
- Recommendation for monitoring groundwater movement to determine the volume of water recharged and available for recovery without negatively impacting the groundwater basin and/or nearby private (or public) wells
- Potential Impacts to groundwater quality related to recharge operations
- Preliminary basin layout that considers the existing surface water delivery locations and how water is best distributed and managed across the site
- Environmental clearance requirements
- Permitting requirements
- Operation and maintenance recommendations
- Estimate of probable design and construction cost

The report will also provide recommendations for performance of pilot tests for the preliminary basin outlet, and, if applicable, engineered alternatives including dry wells and trenches that could enhance the performance of recharge. The information provided in the report will be formatted so that it can be used as part of package for obtaining grant funding such as grants for SGMA implementation.

Deliverable

1. Feasibility Report

e. Corporate Structure, Organization

Geosyntec is a consulting and engineering firm that works with private and public sector clients to address new ventures and complex problems involving our environment, natural resources, and civil infrastructure. Geosyntec serves our clients with 1,700 engineers, scientists, and support personnel in the United States and worldwide. We offer more than 20 in-house technical disciplines and a breadth of resources to apply appropriate expertise and experience to address project needs. This project would be primarily served by staff in our Sacramento office.

History of Geosyntec

Geosyntec was founded in 1983 and since then we have grown based on the application of sustainability principles to projects involving engineering and design for environmental, water resources, civil infrastructure, environmental contamination studies and remediation; natural resources assessment and restoration; and compliance management for air emissions, wastewater discharges, and waste disposal. We are known for our technology leadership, broad experience, and exceptional client service.

Our public sector clients include departments and agencies of municipal, state/provincial, regional, and national governments. Our private sector clients come from a variety of industries including oil and gas, chemical, aerospace, pharmaceutical, diversified manufacturing, advanced technology, power and utility and environmental management. Our private sector clients also include regional and national developers, large commercial property owners, and law firms.

Our Businesses

We deliver solutions through Geosyntec and our seamlessly integrated divisions, SiREM, Savron, and Applied Technology & Management.

Key Personnel

Presented below are the biographies of the key personnel. These staff represent the management and technical leadership that will guide the project from Task 1 through Task 9. The team was assembled so the staff involved in the data review in Task 1, will be involved in the draft work plan in Task 4, and then carry that knowledge to the final work plan in Task 5. This will provide the City with a cohesive team that is knowledgeable in all aspects of the project.

All key personnel are experienced project managers capable of implementing a scope of work under a budget and schedule. Following the biographies is a table highlighting the technical resource that will support the key personnel. Full resumes for key staff are provided as Attachment 5.

Joseph "Joe" Turner, PG, CHG

Role: **Project Manager**; **Task 1 Lead** – Project Management and Review of Groundwater Subbasin Data; **Task 3 Lead** – Surface Geophysical Survey; **Task 8 Lead** – Hydrogeologic Characterization

Education: MS, Geological Sciences; BS, Marine Geology

Professional Registration: Professional Geologist, CA No. 5125; Certified Hydrologist, CA No. 454

Summary: Joe has more than 33 years of experience providing hydrogeologic services from California. His experience includes design and installation of pilot and full-scale infiltration basins, feasibility assessment of flood-managed aquifer recharge (Flood-MAR) using infiltration basins and/or dry wells, and assessment of aquifer storage and recovery wells. Joe has also designed and performed large-scale investigations to assess recharge mechanisms using infiltration testing, geophysical methods, aquifer testing, isotopic analysis, and surface water/groundwater interaction assessments using stream gauging and temperature profiling. He is also the geologist of record for preparation of Groundwater Sustainability Plans (GSPs) in compliance with Sustainable Groundwater Management Act for the Sutter, Vina, and Wyandotte Creek Subbasins located in Northern California that require assessment of recharge mechanisms for the basins. Joe has published papers describing methods to assess aquifer characteristics, aquifer interactions, recharge mechanisms, and development of criteria to recognize geologic formation boundaries during drilling including the primary geologic formations that occur at the DWTP site.

Arthur Forma, PG, CEG, CHG, EIT

Role: **Task 2 Lead** – GIS-Based Survey, Utilities Evaluation and Site Assessment

Education: BS, Geosciences in Geology

Professional Registration:
Engineer-in-Training, CA No. 119478; Registered Professional Geologist, CA No. 8133; Certified Engineering Geologist, CA No. 2443; Certified Hydrogeologist, CA No. 896

Summary: Arthur Forma has over 23 years of consulting experience including project management, soil and groundwater investigation, implementation of remedial action programs, and assuring compliance with regulatory requirements. He is adept at the development and refinement of hydrogeologic conceptual site models for complex projects. Arthur is experienced in the development and management of monitoring programs for projects in complex hydrostratigraphic terrains. He currently manages Geosyntec's Aerojet database management contract that includes more than 3,000 monitoring wells separated into 17 programs across an approximate 60 square mile site. Reporting tasks include performance evaluation reports for the multiple groundwater extraction and treatment systems, compliance monitoring reports, and routine monitoring reports. He also oversees management of the project's database which includes daily incoming field and analytical data, data validation, and advanced project chemistry support.

Craig Riddle, PG

Role: **Task 4 Lead** – Preliminary Geotechnical Investigation Approach Planning Activities; **Task 5 Lead** – Final Geotechnical Plan; **Task 6 Lead** – Permits; **Task 7 Lead** – Geotechnical Investigation

Education: BA, Geology

Professional Registration: Professional Geologist, CA No. 9369

Summary: Craig Riddle is a professional hydrogeologist and project manager with a specialized focus in hydrogeologic and environmental work throughout California. He provides expertise in hydrogeologic evaluations, water supply planning and assessments, pre-construction permitting (local and State), and conducts well pumping tests, well rehabilitation, aquifer analysis, surface water and groundwater sampling, and water quality investigations. Typical responsible geologic work includes evaluation and interpretation of geologic, hydrogeologic and geophysical data for technical reports, interpretation of subsurface lithology and groundwater parameters, evaluation of groundwater flow and chemistry trends, aquifer analysis and construction groundwater extraction/dewatering analysis. Mr. Riddle is an experienced project and task manager including project planning and scheduling, procurement/ delivery management, engineering and subcontractor schedule management, construction coordination, cost control, quality control, change order review and negotiation/administration, and safety management.

Amer Hussain, PE

Role: **Principal-in-Charge; Task 9 Lead** – Feasibility Report

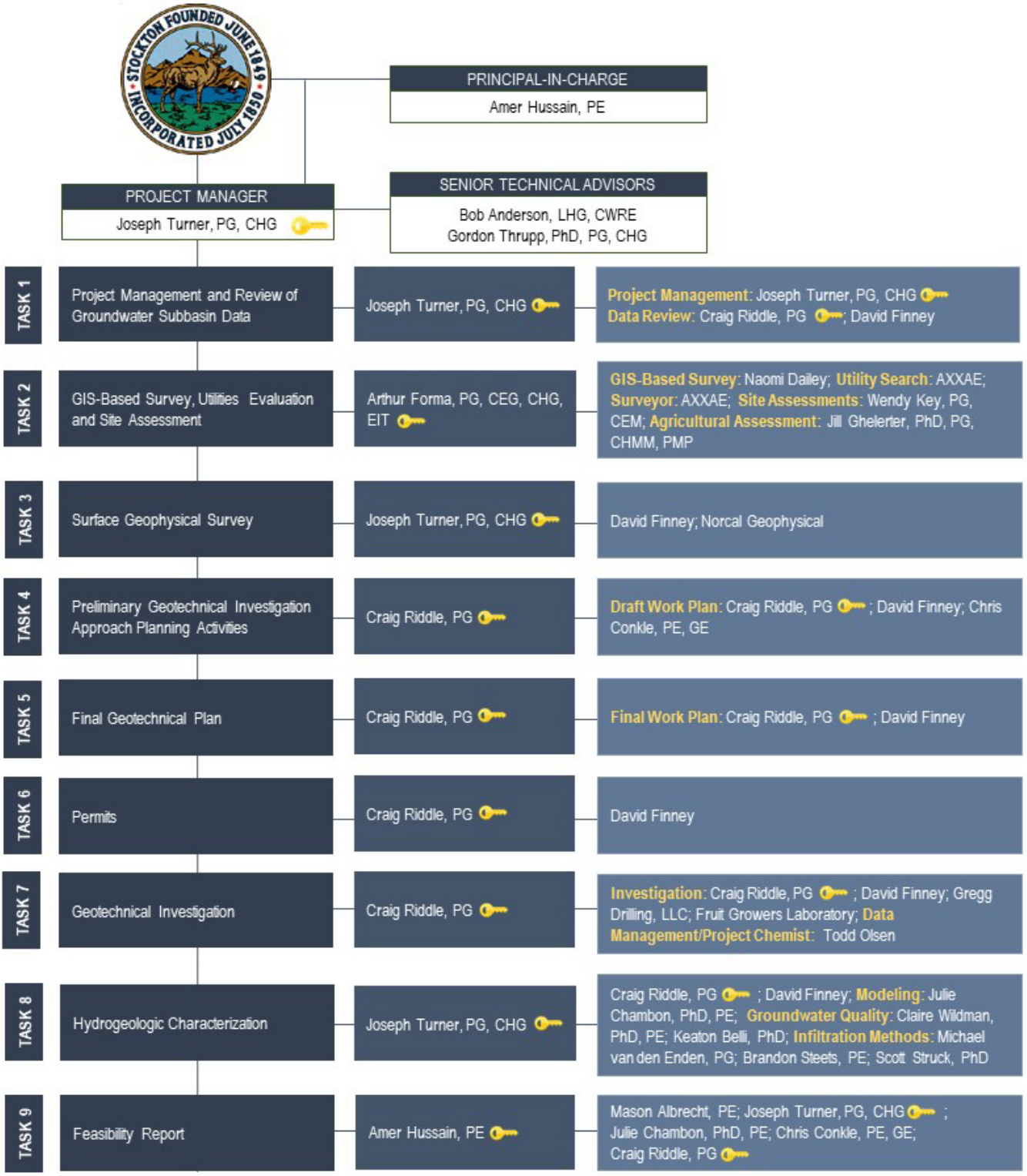
Education: MS, Civil Engineering; BS, Civil Engineering

Professional Registration: Professional Engineer, CA No. 57343

Summary: Amer Hussain, PE has more than 25 years of experience, primarily in the southern Central Valley. He has led a variety of projects focused on water resources development, water quality, groundwater assessment and remediation, regulatory compliance and permitting. As a practicing civil engineer in the Central Valley, he has knowledge of farm activities and irrigation practices. In addition, he has close working relationship with the local water supply providers and regulatory agencies.

Organizational Structure

Geosyntec proposes the organizational structure below.



Non-Key Personnel

The table below represents the staff that will support the key personnel. Resumes for these staff are provided in Attachment 5.

Name	Role	Years of Exp.	Education	Brief Biography
David Finney	▶ Task 1 Data Review ▶ Task 3 Geophysical ▶ Task 4 Draft Work Plan ▶ Task 5 Geotechnical Plan ▶ Task 6 Permits ▶ Task 7 Investigation ▶ Task 8 Hydrogeologic Characterization	5	▶ MS, Geology ▶ BS, Geology	Focus is on sustainable groundwater management projects and subsurface investigations. Experience includes Superfund site investigation/remediation, aquifer storage and recovery, and water quality investigations. Technical skills include performing geologic analysis and interpretations, groundwater plan development, and design and construction of wells.
Naomi Dailey	▶ Task 2 GIS-Based Survey	4	▶ MA, Geography ▶ BS, Anthropology	GIS specialist with experience in structured query language (SQL) and database management, geographic information systems (GIS) analysis, and implementing automated solutions for data visualization and processing. Develops tools with Python and visual basic applications (VBA) for data quality assurance, designs and manages multiple databases, and utilizes GIS for spatial data analysis.
Chris Conkle, PE, GE	▶ Task 4: Draft Work Plan ▶ Task 9 Feasibility Report	18	▶ MS, Geoengineering ▶ BS, Civil Engineering	Geotechnical engineer with experience in geotechnical engineering including management and execution of design, analysis, quality assurance monitoring, and geotechnical investigations for a variety of water resources projects.
Wendy Key, PG	▶ Task 2 Site Investigation	15	▶ MS, Geology ▶ BS, Geology	Experience in the management, planning, implementation, data analysis, and reporting phases of environmental assessments including ASTM-compliant Phase I Environmental Site Assessments (ESAs), subsurface soil, and groundwater investigations.
Jill Ghelerter, PhD, PG, CHMM, PMP	▶ Task 2 Agricultural Assessment	18	▶ PhD, Chemistry (Concentration in Geology) ▶ MS, Geology ▶ BS, Geology	Technical experience in agricultural chemicals and their impact to soil and groundwater on irrigated farmland, oil fields, and processing facilities.
Todd Olsen	▶ Task 7 Geotechnical Investigation	10	▶ MS, Environmental Engineering ▶ BS, Chemistry ▶ BA, Mathematics	Experience conducting data verification and Stage 2A data validation. This experience includes the evaluation of organic and inorganic analytical methods for soil, water, and air sample matrices.
Julie Chambon, PhD	▶ Task 8 Hydrogeologic Characterization	9	▶ PhD, Environmental Engineering ▶ MS, Environmental Engineering ▶ MS, Engineering	Responsible for managing and supporting multiple projects that include groundwater flow and transport modeling, hydrogeological evaluations, well field design, groundwater monitoring and remediation performance evaluation.

Name	Role	Years of Exp.	Education	Brief Biography
Claire Wildman, PE	▶ Task 8 Hydrogeologic Characterization	15	▶ PhD, Environmental Science and Engineering ▶ MS, Environmental Science and Engineering ▶ BS, Civil Engineering	Applies her background in environmental engineering, water chemistry, and geochemistry to remediation and litigation technical support.
Keaton Belli, PhD	▶ Task 8 Hydrogeologic Characterization	3	▶ PhD, Biogeochemistry ▶ BS, Earth and Atmospheric Sciences	Specializes in biogeochemistry and biogeochemistry. Applies his experience in biogeochemistry, soil and groundwater sampling, and geochemical modeling to projects involving organic and inorganic contaminants in diverse geochemical and geological environments.
Michael van den Enden, PG	▶ Task 8 Hydrogeologic Characterization	16	▶ BS, Geology	Provides site investigation and remediation services; hazardous materials and hazardous waste management; asbestos, lead-based paint; PCB management; and regulatory compliance on contaminated sites across central and Northern California.
Brandon Steets, PE	▶ Task 8 Hydrogeologic Characterization	22	▶ MS, Environmental Engineering ▶ BS, Environmental Engineering	Specializes in NPDES and TMDL regulations, pollutant source investigation, watershed water quality modelling, and Green Infrastructure design. He often serves as technical expert on Clean Water Act litigation. He helped develop new guidance for state regulators nationwide, for ITRC's Stormwater BMP Performance and Harmful Cyanobacteria Bloom teams.
Scott Struck, PhD	▶ Task 8 Hydrogeologic Characterization	19	▶ PhD, Water Resources Management ▶ MS, Water Resources Engineering and Management ▶ MPA, Env. Policy and Natural Resource Mgmt. ▶ BS, Zoology ▶ BA, Psychology	Water resources experience with a focus on planning and implementation of stormwater management practices including green stormwater infrastructure to meet drainage and NPDES permit requirements. He is experienced in infrastructure prioritization, modeling, design, optimization, real-time controls, monitoring, performance assessment, economic and triple bottom line cost analyses, and integrated watershed planning. Dr. Struck serves as an associate journal editor for the Journal of Sustainable Water in the Built Environment and is currently the President of the Environmental and Water Resources Institute of the American Society of Civil Engineers.

Vendors

Vendor	Task Involvement and Service
Gregg Drilling	CPT, sonic drilling, well installation, pumping services in Task 7
AAX Engineering LLP	Utility Search and Surveying in Task 2
Fruit Growers Laboratory, Inc.	Laboratory services in Task 7
NORCAL Geophysical	Geophysical survey in Task 3

Geosyntec has worked with these firms on dozens of projects.

Gregg Drilling

Gregg Drilling, in business since 1985, offers a wide range of drilling and cone penetration testing (CPT) services for environmental and geotechnical site investigation and remediation. Gregg is widely recognized as a leader and innovator in drilling, sampling, and subsurface investigation for industry and government clients.

AAX Engineering LLP (AXXAE)

AAX specializes in supporting public improvement projects through land surveying, civil engineering, and geology. They have a capable team with strong backgrounds in surveying, utility improvements, site development, design, site remediation, geology, flood control, and roadways. This knowledge is coupled with a strong technical proficiency in related land surveying, GIS, AutoCAD, Civil 3D, and SSWMM/XPSWMM modeling software and the other crucial tools of the trade. AAX has a strong professional team including Professional Land Surveyors (PLS with FAA License), Professional Engineers (PE), and Professional Geologists (PG & CEG).

Fruit Growers Lab

Fruit Growers Lab is a local laboratory, familiar with Geosyntec's expectations for data quality and the Requirements for minimum practical quantitation limits to meet RECAP requirements.

NORCAL

NORCAL is a team of Professional Geologists and Geophysicists dedicated to providing a comprehensive range of proven geophysical technologies in support of geologic, groundwater, environmental and engineering investigations. NORCAL provides non-invasive geophysical surveys from the ground surface as well as geophysical logging in boreholes to provide images or models of subsurface conditions. Our geophysical services include carefully defining specific survey objectives, designing a cost-effective approach to meet those objectives, acquiring high quality geophysical data using state-of-the-art instrumentation, analyzing the resulting geophysical data using leading edge computer processing and inversion techniques and providing our interpretation of the results.

f. Similar Processes

Geosyntec has experience with similar processes as highlighted in the Executive Summary, References, Team References, Resumes and demonstrated in our Project Understanding and Project Approach.

g. Additional Data

No additional information is provided.

Attachments

Attachment 1-Acknowledgement of Addendum(s)

The Acknowledgement of the four addenda is provided on the following pages.

REQUEST FOR PROPOSAL (RFP)
DWTP GROUNDWATER RECHARGE IMPROVEMENTS PROJECT GEOTECHNICAL INVESTIGATION AND HYDROGEOLOGIC CHARATERIZATION REPORT FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 21-034)

ADDENDUM No. 1 DATE: 1/21/22

To All Potential Proponents:

A. This Addendum shall be considered part of the proposal documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original proposal documents, this Addendum shall govern and take precedence. PROPONENTS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR PROPOSALS.

B. Proponents are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each Proponent's Proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

PLEASE NOTE THE FOLLOWING QUESTIONS/ANSWERS/CHANGES TO RFP (PUR 21-034). THE CITY'S RESPONSES TO QUESTIONS SUBMITTED ARE IN BLUE

Questions & Answers

1. Is there an engineer's estimate? If yes, please post to the website.

   An engineering estimate was not created for this project.

2. As required per the Attachment A – Project Submittal Checklist, please provide a copy of the "Proponent's Fee Schedule" form to be completed and signed and submitted under a separate cover. We do not see this Fee Schedule in the package, will you provide this to us?

   There is no form provided with this solicitation. Please provide a fee schedule detailing cost by task and also include an hourly fee schedule detailing the title of professionals who will perform work on this contract and their billable rate. Ensure the fee schedule accounts for pricing for the duration of the proposed term of an awarded contract and provides a not to exceed total cost.

3. Request for clarification, as noted in the Attachment A – Project Submittal Checklist, can the proposal be submitted electronically to city.clerk@stocktonca.gov? Or do you require the physical copies be submitted?

   An electronic copy is acceptable as long as it is received by the time and date specified in the solicitation documents. Please ensure pricing is identified as a separate document and that there is no pricing in the Proposal portion of your submission.

12. On Page I, Special License, the box is checked for Civil Engineer in the State of California. Does the City expect a California licensed PE as the Project Manager? Please clarify.

The City doesn't expect the project manager be a licensed PE; however, the City is requiring for a California licensed PE to be on the project team.

13. This RFP looks as though it overlaps with portions of RFP PUR 20-040 issued in 2021. Was RFP PUR 20-040 awarded and implemented? Is the data generated from RPH PUR 20-040 available for use on this project?

RFP PUR 20-040 was not awarded nor implemented.

PROPONENT MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE PROPOSAL:

Company Name Geosyntec Consultants, Inc.

Contact Person Joseph "Joe" Turner, PG, CHG

Signature _____

Date March 17, 2022

Proposals Due – Promptly by 2:00 P.M., Thursday, March 10, 2022, at the City Clerk's Office.

----------City of Stockton Use Only below this line----------

Addendum acknowledged and signed?_____(Procurement Specialist's initials)

REQUEST FOR PROPOSAL (RFP)
DWTP GROUNDWATER RECHARGE IMPROVEMENTS PROJECT GEOTECHNICAL INVESTIGATION AND HYDROGEOLOGIC CHARATERIZATION REPORT FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 21-034)

ADDENDUM No. 2 DATE: 2/2/22

To All Potential Proponents:

A. This Addendum shall be considered part of the proposal documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original proposal documents, this Addendum shall govern and take precedence. PROPONENTS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR PROPOSALS.

B. Proponents are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each Proponent's Proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

PLEASE NOTE THE FOLLOWING CLARIFICATION

1. The following Item is removed in its entirety from Section 4 – Submittal Requirements, Subsection – 4.1 Proposal Guidelines, Content and Format:

   "Item I - If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal must be completed by each general partner or joint venture thereof. If the proposal is submitted by a corporation, the Statement must be completed by each principal officer of said corporation."

PROPONENT MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE PROPOSAL:

Company Name Geosyntec Consultants, Inc.

Contact Person Joseph "Joe" Turner, PG, CHG

Signature _____

Date March 17, 2022

Proposals Due – Promptly by 2:00 P.M., Thursday, March 10, 2022, at the City Clerk's Office.

----------City of Stockton Use Only below this line----------

Addendum acknowledged and signed?_____(Procurement Specialist's initials)

REQUEST FOR PROPOSAL (RFP)
GROUNDWATER RECHARGE IMPROVEMENTS PROJECT, GEOTECHNICAL INVESTIGATION AND HYDROGEOLOGIC CHARACTERIZATION REPORT FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 21-034)

ADDENDUM No. 3 DATE: 02/24/22

To All Potential Proponents:

A. This Addendum shall be considered part of the proposal documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original proposal documents, this Addendum shall govern and take precedence. PROPONENTS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR PROPOSALS.

B. Proponents are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each Proponent's Proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

PLEASE NOTE THE FOLLOWING CHANGES TO (PUR 21-034).

The solicitation was modified as follows:

1. RFP INFORMATION Page i
CHANGE DATE:

Due Date for Questions and Clarifications: March 3, 2022; no later than 4:00 pm PST
Due Date for Response to Questions/Clarifications: March 10, 2022; no later than 5:00 pm PST
RFP Submittal Due Date & Time: March 17, 2022; no later than 2:00 pm PST

2. BACKGROUND
STRIKE LODI LOCATION

The City of Stockton (the "City") was incorporated on July 25, 1850, under the general laws of the State of California. Under the charter adopted in 1923, the City operates under a Council-Manager and appointed City Manager form of government. The Municipal Utilities Department (MUD) provides potable water service to City customers, and wastewater collection/treatment, and stormwater collection and disposal services to the greater Stockton Metropolitan Area.

In 2012, the MUD commissioned the Delta Water Supply Project (DWSP) to provide a supplemental surface water supply to its customers. The project included a river diversion and pumping station, 12 miles of 54-inch raw water pipeline, a 30 million gallon per day water treatment plant and six miles of finished water pipelines. This project, located on approximately 60 acres of a larger 130-acre parcel on Lower Sacramento Road, was designed, in part, to protect the groundwater basin through conjunctive management to improve the City's water supply reliability portfolio.

Water Treatment Plant Site - The original Draft Environmental Impact Report (DEIR, 2005) programmatically evaluated the concept of an Aquifer Storage and Recovery (ASR) project as a part of a long-term water resource planning effort for the City. During the design phase of the DWSP Staged Design-

4. SCOPE OF WORK

ADD SCOPE DESCRIPTION

Experienced geotechnical engineering firms shall prepare a detailed scope of services based in part on the requirements in this RFP, but also incorporate each proposers' project approach that is based on similar project experience.
The primary objective of this Groundwater Recharge Project Geotechnical Investigation Request for Proposal is to solicit Proposals from experienced firms that possess expertise in geotechnical investigations to establish the subsurface soil characteristics that have the likelihood of supporting a successful groundwater recharge project. The next step, (Phase II), upon confirming this site is suitable for groundwater recharge, is to develop the hydrologic analysis, environmental review and engineering design of construction-ready plans and specifications for the proposed DWTP Groundwater Recharge Improvements Project.

INSERT TASK 3 AND SHIFT THE FOLLOWING TASKS KEEPING SEQUENTIAL ORDER:

Task 3 *Surface Geophysical Survey*

Consultant shall conduct a surface geophysical survey of the DWTP recharge pond sites utilizing the Electrical Resistivity Profiling (ERP) method. The ERP method measures the lateral and vertical variation of electrical resistivity (ER) beneath a given transect (line). ERP data are acquired using an Advanced Geosciences Inc. (AGI) SuperSting R8 Resistivity/IP Earth Resistivity meter. Data are acquired along each transect using the dipole-dipole and strong gradient array configuration with up to 56-electrodes. Measurements are made at transmitter-receiver separations (n-spacings) of at least 1 through 8 using an electrode separation (a-spacing) of 30-ft. This results in a depth of detection of approximately 400- to 450-ft. After the initial acquisition along the 56-electrode array is completed, data are acquired by rolling along each line in 14- to 28-electrode increments until the total distance of each line is reached. Data post-processing and numerical modeling is accomplished using EarthImager 2D to generate 2-dimensional (x-z) geo-electric cross-sections of electrical resistivity along each survey line.

Deliverable: Geotechnical survey analysis report, including lithologic and stratigraphic data interpretation.

ADD TASK 9:

Task 9 *Feasibility Report*

This task will compile results of the geotechnical and hydrogeologic characterization into a Groundwater Recharge and Recovery Project Feasibility Report. This report shall confirm the following:

- Suitability to recharge surface-applied water in terms of feet/day over the site and an estimate of the annual quantity of water capable of being recharged to the underlying groundwater basin
- Potential for groundwater recovery in terms of million gallons per day or acre-feet per year
- Recommendation for monitoring groundwater movement to determine the volume of water recharged and available for recovery without negatively impacting the groundwater basin and/or nearby private (or public) wells
- Preliminary basin layout that considers the existing surface water delivery locations and how water is best distributed and managed across the site
- Environmental clearance requirements

Statement must be completed by each principal officer of said corporation.

K. The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

PROPONENT MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE PROPOSAL:

Company Name Geosyntec Consultants, Inc.

Contact Person Joseph "Joe" Turner, PG, CHG

Signature _____

Date March 17, 2022

Proposals Due – Promptly by 2:00 P.M., Thursday, March 17, 2022, at the City Clerk's Office.

----------City of Stockton Use Only below this line----------

Addendum acknowledged and signed?_____(Procurement Specialist's initials)

REQUEST FOR PROPOSAL (RFP)
GROUND WATER RECHARGE IMPROVEMENTS PROJECT GEOTECHNICAL INVESTIGATION AND HYDROGEOLOGIC CHARACTERIZATION REPORT FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 21-034)

ADDENDUM No. 4 DATE: 3/10/2022

To All Potential Proponents:

A. This Addendum shall be considered part of the proposal documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original proposal documents, this Addendum shall govern and take precedence. PROPONENTS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR PROPOSALS.

B. Proponents are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each Proponent's Proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

PLEASE NOTE THE FOLLOWING QUESTIONS/ANSWERS/CHANGES TO (PUR 21-034). THE CITY'S RESPONSES TO QUESTIONS SUBMITTED ARE IN BLUE

Questions & Answers

1. Please clarify if both a Preliminary Design Report (PDR) indicated in the Revised Notice and the Feasibility Report described in Addendum No. 3 (new Task 9) are to be prepared? If a PDR is to be prepared, which task would that document be associated with in the scope of work and what are the required contents of the PDR?

The Feasibility Report described in Addendum No. 3 (new Task 9) is to be prepared with respects to the scope of work. A stand-alone Preliminary Design Report (PDR) is not required. Any work and information related to a PDR would be part of the Feasibility Report. There is no specific scope of work or required contents for a PDR.

2. Please provide the requirements of the topographic survey to be performed in Task 2 including a scaled map showing the survey area boundaries and dimensions, contour interval and survey standard.

The horizontal and vertical coordinate system and datums will be based on the North American Datum of 1983 (NAD83) converted to the California Grid Coordinate System of 1983, Zone 3 (CA83111-F) as referenced by the City of Stockton Horizontal Control System.

The vertical datum will be based on the National Vertical Datum of 1929 (NGVD29) as referenced by available City of Stockton 1996 Local Adjustment (COS96) benchmarks.

The area to be surveyed is to be suggested by the proposer. It is recommended for the proposal to explain why the area was chosen.

3. Are there specific bonding requirements for consulting firms or their subcontractors? If so, please specify the requirements pertinent to submittal of this proposal.

There are not specific or separate bonding requirements for consulting firms or their

method outlined in task 3.

11. Based on the language in the addendum and review of the AGI website, it appears that only AGI can provide this service, so are they going to be available to be on every team that is submitting?

Questions related to AGI's or alternative method provider's availability need to be addressed to them. Please also see the responses to question 8 and 10.

12. With it scoped to this level of detail, did AGI provide the cost estimate to deliver this service?

The City did not receive a cost estimate from AGI for this Groundwater Recharge Project (PUR 21-034). Please also see the responses to question 8 and 10.

13. Is there anything proprietary about their tools, approach, data processing, and deliverables?

Questions related to AGI or alternative provider's tools, approach, data processing, and deliverables need to be addressed to them. Please also see the responses to question 8 and 10.

14. In addendum 3, the page limit is 30 pages excluding resumes. Does this also exclude our financial statement, acknowledgment of addendums (4), proponent's covenant, non-collusion affidavit?

Financial annual report, acknowledgment of all addendums, proponent's covenant, and non-collusion affidavit will be excluded from the page limit.

15. If you need signatures from all of our principal officers, they are all in different locations, can these be electronic signatures?

YES.

16. Addendum No. 1, #3 seems to indicate that proposals can be submitted electronically instead of by physical copy. However, Addendum No. 3, which rewrites Section 4.1 Proposal Guidelines, Content and Format does not include this option.

See answer to question 9.

17. Are wet signatures required anywhere on a hard copy submittal?

The original proposal must have wet ink signatures.

18. The following item is removed in its entirety from addendum 3 Section 5 – Submittal Requirements, Subsection J.

"If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the proposal must be completed by each general partner or joint venture thereof. If the proposal is submitted by a corporation, the statement must be completed by each principal officer of said corporation."

PROPONENT MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE PROPOSAL:

Company Name Geosyntec Consultants, Inc.

Contact Person Joseph "Joe" Turner, PG, CHG

Signature _____

Date March 17, 2022

Proposals Due – Promptly by 2:00 P.M., Thursday, March 17TH, 2022, at the City Clerk's Office.

----------City of Stockton Use Only below this line----------

Addendum acknowledged and signed?_____(Procurement Specialist's initials)

Attachment 2- Proponent's Covenant

The executed Proponent's Covenant is provided on the following page.

ATTACHMENT B- PROPONENT'S COVENANT

In submitting this proposal, as herein described, the Proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. They will enter into contract negotiations and furnish the services specified.
3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be 'A Jurat' notarization.
4. They have reviewed all clarifications/questions/answers on the City's website at www.stocktonca.gov/adminbid.
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

Geosyntec Consultants Inc

FIRM

3043 Gold Canal Dr, Ste 100, Rancho Cordova, CA 95670

ADDRESS

3/7/22

SIGNED BY & DATE

Senior Principal Engineer

TITLE OR AGENCY

916-631-8891

PHONE/FAX NUMBER

jturner@geosyntec.com

EMAIL

Attachment 3 - Non-Collusion Affidavit

The executed Non-Collusion Affidavit is provided on the following pages.

ATTACHMENT C - NON-COLLUSION AFFIDAVIT

No. 1 AFFIDAVIT FOR INDIVIDUAL PROPONENT

STATE OF _____, _____)ss.
County of _____)
(insert)

_____ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

_____
(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 2 AFFIDAVIT FOR CORPORATION PROPONENT

STATE OF CA _____, _____)ss.
County of Fresno _____)
(insert)

Amer Hussain
_____ being first duly sworn, deposes and says: That they are the Senior Principal Engineer of Gesosyntec Consultants, Inc a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

_____
(Signature Corporation Proponent)

Subscribed and sworn to (or affirmed) before me on this 07 day of March, 2022 by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal *please see attached*

Signature _____

No. 3 AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF _____, _____ }ss.
County of _____)
(insert)

_____, each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership, designated as _____ _____who is the party making the foregoing bid; that the other partner, or partners, are _____ _____that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

_____

(Signature)

_____

(Signature)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal ____

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno

Subscribed and sworn to (or affirmed) before me on this 07 day of March, 2022.
Date *Month* *Year*
by
(1) Amer Hussain
(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

JANELLE HARRIS
Notary Public - California
Fresno County
Commission # 2352170
My Comm. Expires Mar 18, 2025

Signature Janelle Harris
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

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Attachment 5-Resumes

Key staff resumes are provided on the following pages.

Joseph "Joe" Turner, PG, CHG

Senior Consultant

34 Years of Experience
2 Years with Geosyntec

Project Roles
- Project Manager
- Task 1 Lead
- Task 3 Lead
- Task 8 Lead

Specialties
- Landfill Title 27 Compliance
- Groundwater Remediation
- Well Design and Installation
- Environmental Site Assessment and Closure

Education
- MS, Geologic Sciences, San Diego State University, San Diego, California, 1986
- BS, Marine Geology, San Diego State University, San Diego, California, 1983

Registration & Certifications
- California Professional Geologist No. 5125
- California Certified Hydrogeologist No. 454

Career Summary

Joe has more than 33 years of experience providing hydrogeologic services from the southern end of California in El Centro and San Diego to the northern end in Crescent City and Tulelake. His experience includes design and installation of pilot and full-scale infiltration basins, feasibility assessment of flood-managed aquifer recharge (Flood-MAR) using infiltration basins and/or dry wells, and assessment of aquifer storage and recovery wells. Joe has also designed and performed large-scale investigations to assess recharge mechanisms using infiltration testing, geophysical methods, aquifer testing, isotopic analysis, and surface water/groundwater interaction assessments using stream gauging and temperature profiling. He is also the geologist of record for preparation of Groundwater Sustainability Plans (GSPs) in compliance with Sustainable Groundwater Management Act for the Sutter, Vina, and Wyandotte Creek Subbasins located in Northern California that require assessment of recharge mechanisms for the basins. Joe has published papers describing methods to assess aquifer characteristics, aquifer interactions, recharge mechanisms, and development of criteria to recognize geologic formation boundaries during drilling including the primary geologic formations that occur at the DWTP site.

Relevant Project Experience

On-Call Groundwater Consultation and Infiltration Basin Pilot Test, *Sacramento County Waste Management Department*
As program manager and principal hydrogeologist, Joe provided consultation to the county on groundwater issues associated with active and inactive landfills. At the active Kiefer Landfill, Joe led the design and implementation for pilot test of an infiltration basin for use in infiltrating treated groundwater back into the groundwater system. The assessment included detailed monitoring of aquifer effects from the infiltrated groundwater using detailed analysis of hydrographs, water quality data, and knowledge of the overall regional hydrogeologic conditions. The pilot test was successful, and Joe assisted the County in obtaining a permit from the Regional Water Quality Control Board for full-scale operation.

Aquifer Storage and Recovery (ASR) Pilot Test*, South Fork Kings Groundwater Sustainability Agency*
Joe is the senior principal hydrogeologist for this ASR Pilot Test being completed by the recently completed GSP for the Tulare Lake Subbasin. The pilot test consists of injecting surface waters from a nearby canal system into existing supply well then extracting the water for use in irrigation practices as a test for ASR within the region. Project included response to comments to project Work Plan from the Regional Water Quality Control Board that included performance of aquifer test to assess potential hydraulic and water quality effects on nearby domestic wells. The Work Plan was approved based on data from the aquifer test and begin in the Summer of 2021 and is currently ongoing. Injection rates for the test range between 600 to 800 gallons per minute. Joe assisted with initial startup of the system to improve efficiencies with the injection that included developing injecting process that did not allow air to enter the well screen.

Proof of Concept Analysis, Flood-Managed Aquifer Recharge, American River Groundwater Basin*, Sacramento Area Flood Control Agency*
Joe acted as project manager and senior principal hydrogeologist for this feasibility study to assess if sediments within the Study Area are conducive to Flood-MAR using dry wells and water from adjacent canal system. The primary objective of this analysis was to identify if there are any "fatal flaws" that would result in a Flood-Mar project not working at the anticipated location within the Study Area. Specific objectives of this analysis included: 1) demonstrate that subsurface materials within the Study Area have the potential to allow adequate infiltration in this Flood-MAR project, 2,000 acre-feet of water for a pilot test and 14,000 acre-feet of water for full-scale implementation, to the regional groundwater aquifer systems; 2) demonstrate that dry well technology can successfully infiltrate the anticipated volume of water during this

Flood-MAR project; and, 3)demonstrate that a Flood-MAR project within the Study Area consisting of both infiltration and later extraction will not adversely affect known contaminant plumes in the area. The results of these analyses were also used to identify data needs for a Flood-MAR project so that a work plan for the pilot study can be developed.

Lower Tuscan Aquifer (LTA) Investigation and Stable Isotope Recharge Study, *Butte County Department of Water and Resource Conservation (BCDWRC), CA*
Joe acted as a project manager and chief hydrogeologist for this 3-year project funded by a DWR-awarded Proposition 50 Grant. Butte County oversaw the project in cooperation with a four-county group comprised of Butte, Tehama, Colusa, and Glenn counties. The project objective was to further the scientific understanding of the LTA system by assessing the recharge areas that included the collection, analysis, and interpretation of the stable isotopes deuterium and oxygen-18. Other activities included design and installation of nested monitoring wells and design, performance, and interpretation of aquifer tests conducted using pumping of agricultural wells during normal irrigation practices. Other activities included conducting infiltration testing, assessing groundwater interaction through the installation of monitoring wells, performance of aquifer pumping tests, water quality interactions between surface water and groundwater, and stream aquifer interaction. Joe was the author for development of field sampling plans that included identifying geologic formation boundaries from lithologic samples collected during drilling. Joe helped BCDWRC with coordination and facilitating public outreach programs and meetings with a Technical Steering Committee. The data collected from this project were critical in framing the basis for future studies of the aquifer system including the need for additional isotopic studies.

Preparation of Groundwater Sustainability Plan, Sutter Subbasin, *Sutter County, CA*
As the senior principal hydrogeologist for preparation of the Sutter Subbasin GSP funded by a DWR-awarded Proposition 1 Grant, Joe was responsible for development of the hydrogeologic conceptual model (HCM) and assessment of aquifer interactions and source of salts identified within specific zones of the basin. The assessment included development of detailed hydrographs from numerous nested wells within the basin used to assess aquifer interactions and stresses on the overall basin and water quality data used to assess zones where impacts from natural conditions such as arsenic, iron, and manganese occurred.

Completion of Groundwater Sustainability Plans (GSPs) for the Vina and Wyandotte Creek Subbasins, *Butte County Department of Water and Resource Conservation (BCDWRC), CA*
Joe is the project manager and senior principal hydrogeologist for completion of these GSPs funded by a DWR-awarded Proposition 1 Grant. As part of this project, Joe provided review and comments to development of hydrogeologic conceptual models based on previous work done in the basins, assessment of groundwater monitoring networks, and development of sustainable management criteria, estimates of the sustainable yield, and project management actions and projects in accordance with California's Sustainable Groundwater Management Act. Joe also assisted in the interpretation of the AEM survey with regards to geologic formations presented as a cross-section for the Vina Subbasin GSP.

As-Needed Groundwater Consulting, *Sustainable Groundwater Management Act (SGMA), City of San Diego Public Utilities Department, San Diego, CA*
Joe was the Program Manager and Senior Principal Hydrogeologist providing groundwater supply evaluations. This was one of the first comprehensive contracts for the statewide SGMA, recently enacted by the state to monitor and manage California's groundwater resources. Individual projects for this contract are listed below:

- ***Development of HCM and Assessment of Groundwater Levels****, San Pasqual Valley Groundwater Basin*
  Joe was the Project Manager and Senior Principal Geologist for development of hydrogeologic conceptual model (HCM and assessment of groundwater level trends with the groundwater basin. The review was conducted to identify data gaps in the HCM, assess seasonal variations in groundwater trends, assess interactions with surface water and groundwater and effects from agricultural pumping, interactions between basin aquifers and underlying bedrock fractured system, provided recommendations for development of data management system consistent with SGMA, and review relevance of existing groundwater model of basin for use as part of the SGMA process.
- ***Groundwater Quality Resource Stewardship Assessments****, San Pasqual Valley Groundwater Basin*
  Joe was the Project Manager and Senior Principal Hydrogeologist for project designed to develop a tool that can be used to assess existing and future operations within the groundwater basin and provide a roadmap for acceptable operations that will improve groundwater quality within the basin. Project Included initial assessment of potential sources identified agricultural water impacts both within and outside the groundwater basin, literature search and preliminary GIS assessment and mapping, development of a site prioritization and ratings table, and development of custom Excel spreadsheet tool for use as management tool to assess future operations within the basin.

Joe Turner, PG, CHG

- ***Installation of Nested Monitoring Wells, Aquifer Testing, Aquifer Recharge Assessment, and Preparation of Monitoring Plan**, San Pasqual Valley Groundwater Basin*
  Joe was the Project Manager and Senior Principal Hydrogeologist for project designed to provide data for use in development of Groundwater Sustainability Plan. The project included: design, installation, and development of nested monitoring wells with screens within basin sediments, weathered bedrock, and bedrock; downhole geophysical logging to assess orientation of fractures and which fractures produced water; collection of water quality data including stable isotopes to assess recharge within the basin; design of aquifer testing program using normal operations of agricultural supply wells; and preparation of monitoring plan required by DWR.
- ***Long Range, Reservoir-Basin Conjunctive Use Pre-Feasibility Assessment**, El Monte and Moreno Groundwater Subbasins*
  Joe was the Project Manager and Senior Principal Hydrogeologist for study of long-range planning and conjunctive use and system optimization of the San Vicente reservoir, El Capitan reservoir, and the El Monte Valley and Moreno Valley groundwater subbasins. The study included a variety of groundwater recovery and extraction methods for the pre-feasibility assessment of conjunctive use alternatives between groundwater basins, reservoirs, and conveyance systems using a combination of aquifer recharge and storage (ASR) wells, standard extraction wells, and streambed percolation. The San Diego Simulation Model Version 4 was used to run simulations of the different alternatives.

***Salinas River Valley Groundwater Basin Study**, Monterey County Water Resources Agency, CA*
Joe was the technical manager and chief hydrogeologist for this 5-year project to conduct a comprehensive water resources assessment of Zone 2C of the county's Salinas River Groundwater Basin. This two-part study was developed as part of the Monterey County Board of Supervisors Referral and the litigation settlement agreement between the Salinas Valley Water Coalition and the County of Monterey. The first part included a near-term assessment of the health and status of Zone 2C with regards to potential water supply issues, such as seawater intrusion, should current drought conditions continue. The assessment included developing a hydrogeologic conceptual site model, evaluating groundwater level and gradient changes resulting from historical pumping, developing water balance, and assessing water quality conditions. The results of the first part of the study were provided to Monterey County in a State of the Basin Report. He also reviewed stable isotope data for use in assessing recharge sources and effects of seawater intrusion and assisting with the coordination and facilitation of a technical steering committee and public outreach program.

***SGMA Technical Assistance and Modeling Support**, California Department of Water Resources (DWR), CA*
Joe was a senior principal hydrogeologist for this contract and provided DWR with expert technical advice and consultation in service areas related to water budget development and integrated groundwater and surface water modeling. He assisted with the development of technical specifications for siting, design, and installation of groundwater monitoring networks that comply with SGMA. These specifications included initial assessment of the hydrogeologic environment and development of logging criteria of samples collected during drilling, specifically for identifying individual geologic formations. Drilling methods used for these wells involved mud-rotary, air-rotary, and reverse-circulation.

Relevant Publications/Presentations

“Case Study – Analysis of Aquifer Effects During Large Scale Agricultural Pumping”, with Tim Godwin, Paul Gosselin, and Dr. Andrew Kopania, in “Managing Irrigation Systems in Today's Environment”, UCID Water Management Conference, November 2012 Publisher, U.S. Committee on Irrigation and Drainage, pp. 331-355.

“Geologic Understanding, Hydrogeologic Conceptual Models, and the GSP: Lessons Learned on How to Avoid Conflicts”. Groundwater Resource Association of California, Sustainable Groundwater Management Act Symposium: Developing Groundwater Sustainability Plans for Success, June 8-10, 2016, Abstracts with Programs.

“Groundwater Recharge Feasibility Using Industrial Mine Basins”. CALCIMA 2016 Education Conference, November 6-9, 2016, Abstracts with Programs.

“Aquifer Studies and Recharge Assessment of the Northern California Lower Tuscan Aquifer System,” with Paul Gosselin, Dr. Andrew Kopania, and Dr. Christina Buck, University of California, Towards Sustainable Groundwater in Agriculture, June 28-30, 2016, Abstracts with Programs.

“Quantifying the Relationship Between Stream Flow and Groundwater Elevations to Assess Stream Depletion and the Effects on Groundwater-Dependent Ecosystems” with Dr. Andrew Kopania and Anthony Wohletz. 26th Groundwater Resources Annual Meeting, 2017 Time for Collaboration and Innovation, Toward Sustainable Management of Groundwater for Quality and Supply, October 3-4, 2017, Abstracts with programs.

Amer Hussain, PE

Senior Principal

31 Years of Experience
5 Years with Geosyntec

Project Roles
- Principal-in-Charge
- Task 9 Lead

Specialties
- Water Resources Evaluation and Development
- Groundwater Investigation and Remediation
- Civil Engineering
- Geotechnical Engineering

Education
- MS, Civil Engineering, California State University Fresno, 1995
- BS, Civil Engineering, California State University Fresno, 1989

Registration & Certifications
- California Professional Engineer No. 57343

Career Summary

Amer has more than 30 years of experience in civil and environmental engineering design. His experience includes preparation of design drawings, technical specifications, and bid documents. He understands the importance of a "buildable" design to minimize costly change orders during construction. Amer has previously been the Engineer of Record for design projects at a landfill site and provided geotechnical engineering services for a Superfund site. His project experience includes proposal development, project budget management, program design, work plan preparation, field supervision, data analysis, project QA/QC, and technical report preparation. He has extensive experience with Phase I Environmental Site Assessments (ESA), Preliminary Endangerment Assessments (PEAs), Phase II investigations, UST removals, groundwater monitoring/vapor extraction well installations, and soil and groundwater remediation system operations.

Relevant Project Experience

***South Fork Kings GSA SGMA Support**, Kings County, CA*
Amer served as the project manager to support the preparation of the Groundwater Sustainability Plan (GSP) for the GSA that included feasibility analysis of proposed projects. Other responsibilities included extensive public outreach to various stakeholder groups. This included actively engaging with members of the public to address their concerns and incorporate solutions into the document.

***Aquifer Storage and Recovery (ASR) Pilot Test**, South Fork Kings Groundwater Sustainability Agency*
Amer is the project manager and senior principal engineer for this ASR Pilot Test being completed by for the Tulare Lake Subbasin. The pilot test consists of injecting surface waters from a nearby canal system into existing supply well then extracting the water for use in irrigation practices as a test for ASR within the region. Prior to conducting the project, Amer prepared a feasibility study for the project that was used to develop a Work Plan that was submitted to the Regional Water Quality Control Board for approval. The Work Plan was approved the ASR pilot test begin in the Summer of 2021. Injection rates for the test range between 600 to 800 gallons per minute.

Engineering (Feasibility) Evaluation, Proposed Recharge Facility, Tulare County, California, Crescent Management, LLC. Amer is the project manager and senior principal engineer for this engineering evaluation (feasibility study) of a 60-acre parcel located near the City of Terra Bella, California. The goal of the project was to provide the client a preliminary feasibility assessment of the site as a groundwater recharge facility prior to purchase of the property. Specific objectives for the project included estimating the rate of recharge that could occur on the site and the expected fate of the recharge water and identifying data gaps needed to fully assess the recharge potential of the Site and provide recommendations for collecting these data.

***Completion of Groundwater Sustainability Plans (GSPs) for the Vina and Wyandotte Creek Subbasins,** Butte County Department of Water and Resource Conservation (BCDWRC), CA*
Amer was the lead engineer for completion of these GSPs funded by a DWR-awarded Proposition 1 Grant. As part of this project, Amer prepared feasibility studies and cost analysis for proposed projects that included assessment of recharge basins throughout Butte County. Other responsibilities included extensive public outreach to various stakeholder groups. This included actively engaging with members of the public to address their concerns and incorporate solutions into the document.

***Confidential Client SGMA Support**, Various Counties, CA*
Amer served as the project manager representing a private agricultural business with multiple landholdings in various GSAs. He was responsible for coordinating their efforts to understand how different GSPs will impact their operations.

***Various Irrigated Lands Programs**, Tulare and Kern Counties, CA*
Amer served as the project manager for the monitoring and analytical programs for several coalitions. He assisted with the preparation of the updated QAPP documents. In addition, he oversaw the field monitoring crews to ensure quality control.

***Madera Irrigation District Monitoring Program**, Madera, CA*
Amer oversaw the groundwater monitoring program for evaluating groundwater quality in eastern Madera County. The program included sampling and monitoring wells to evaluate potential impacts from dairy operations in the area.

***Process Water Reuse**, Confidential Oil and Gas Client, Kern County, CA*
Amer developed a monitoring program to assist the client with permitting the use of oil field process water for agricultural use. He provided oversight on the treatment system design and implementation. He also prepared the Report of Waste Discharge and performed the anti-degradation analysis.

***Monitoring Network Cardoza Recharge Basin**, Tulare Irrigation District, Tulare County, CA*
Amer oversaw the design and construction of a monitoring well network to evaluate recharge in the District's boundaries associated with recharge basins. The evaluation was key to the location of future recharge basins.

***Pinedale Groundwater Plume**, The Vendo Company, Fresno, CA*
Amer assisted with the development of various plans, including a half-mile forced main pipeline, groundwater capture zone analysis, groundwater data evaluation, and removal action plan implementation.

***Monitoring Network Cardoza Recharge Basin**, Tulare Irrigation District, Tulare County, CA*
Amer assisted the district with the selection and construction of a monitoring well network to evaluate recharge in the district's boundaries associated with recharge basins.

***New Football Stadium**, Merced Union School District, Phase I, CA*
A recent Phase I assessment included the location of the new football stadium for Merced Union School. The site is located adjacent to the existing school within the City of Merced, as such a number of ongoing groundwater investigations were identified and evaluated for potential impacts.

***UST Assessments and Remediation**, City of Merced, CA*
Prior to joining Geosyntec, Amer served as the project manager and lead engineer for two UST sites in the City of Merced. The projects included extensive groundwater assessments over multiple blocks and at multiple depths. Several groundwater monitoring wells were installed and monitored to evaluate groundwater quality over time. Two soil vapor extractions systems were designed and installed to address the containment at the source. In addition, an in-situ oxidation system was installed to treat groundwater to cut-off plume migration from potentially impacting a City well.

***Chlorinated Volatile Organic Compounds Assessment and Remediation**, DTSC, Delano, Kern County, CA*
Amer served as the principal lead for the Delano Groundwater Plume Project. DTSC created the project to further investigate and mitigate the sources of PCE contamination released to soil and groundwater from multiple dry cleaners in the downtown Delano area. Geosyntec is the lead consultant, and provides oversight of multiple source evaluations, identification of potentially responsible parties (PRPs), conducts soil vapor, indoor air, and groundwater investigations, develops remediation approaches, and monitoring and reporting soil gas and groundwater. Project work by Geosyntec has included data compilation from previous investigations, CSM development, and data gap identification. Critical data gaps identified included potential for impacts to City of Delano water supply wells, potential exposure from soil vapor to indoor air, and vertical delineation of PCE near the primary source areas. Geosyntec is currently reviewing the performance of an SVE pilot test, finalizing a PRP search, preparing a Removal Action Work Plan (RAW) for two source areas, supporting the California Environmental Quality Act (CEQA) requirements including Public Notification for the selected removal action, collecting pre-design data including the installation of soil vapor wells and, designing SVE systems to remediate PCE source areas. The PRP search will be used by the DTSC's legal group to pursue responsible parties for participation in the City PCE investigation and cleanup. The RAW will present a source area remedy that will cut off source area releases and will also mitigate vapor intrusion to indoor air. Geosyntec is also supporting the DTSC in its public participation process by responding to a local action group.

Robert "Bob" Anderson, LHG, CWRE

Senior Principal

32 Years of Experience
7 Years with Geosyntec

Project Roles
- Senior Technical Advisor

Specialties
- Aquifer characterization
- Water Supply Development
- Groundwater modeling
- Stream-Aquifer Interaction
- Water rights
- Mining and geotechnical
- Geophysics

Education
- MS, Hydrogeology and Geophysics, University of Wisconsin, Milwaukee, Wisconsin, 1987
- BS, Geology, University of Washington, Seattle, Washington, 1983

Registration & Certifications
- Professional Geologist with Hydrogeology Specialty license (LHG), Washington #636
- Certified Water Rights Examiner (CWRE), Washington, #22

Career Summary

Mr. Anderson has 30 years of professional consulting experience in hydrogeology and geophysics providing technical and project management support to clients in the western U.S. on groundwater resource characterization and management. He has supported public and private clients on a wide variety of surface water and groundwater projects including water supply development, aquifer exploration, water rights, water quality characterization, mining hydrogeology, basin planning, source water protection, and regulatory compliance. Bob is respected by regulators and works well with stakeholder groups addressing issues associated with water resources and water quality management. He is an expert on groundwater-surface water interaction and an accomplished modeler across a variety of modeling platforms.

Relevant Project Experience

***Salem Aquifer Storage and Recovery MODFLOW Groundwater Model**, City of Salem Oregon*
Lead hydrogeologist for modeling of aquifer response to injection of 10 million gallons per day (MGD) of treated drinking water into a confined basalt aquifer.

***Yakima Basin FEFLOW Groundwater Model for Aquifer Storage and Recovery**, Yakima Washington*
Project director for modeling of 2 MGD capacity injection wells for water supply in a sub-basin with unique geologic structures that control basin-scale groundwater surface water interactions.

***Snohomish County Critical Aquifer Recharge Area Delineation**, Everett, Washington*
Delineated critical aquifer recharge areas and well head protection areas for Snohomish County.

***Critical Aquifer Recharge Area Delineation**, City of Woodinville*
Technical lead and project manager for delineation of CARA's and stakeholder/city council interface.

***Tulare Lake Basin**, California*
Project director for development of a Groundwater Sustainability Plan (GSP) for the South Fork Kings GSA in the Tulare Lake Basin. Addressing complex agricultural demand issues, surface and groundwater availability, and subsidence. Developed visualization of groundwater flow and infiltration from the Kings River. Evaluated aquifer storage and recovery (ASR) as a potential planning action to offset groundwater overdraft.

***Borrego Basin**, California*
Senior technical advisor and quality assurance manager for development of a Groundwater Sustainability Plan (GSP) for the Basin.

***Salinas Basin**, California*
Technical review of hydrogeologic conceptual model for the Salinas Basin.

***Santa Ynez Basin**, California*
Technical support for public outreach components of Groundwater Sustainability Plan.

***Confidential Client**, California*
Ongoing SGMA and groundwater development advice to a grower with multiple properties in Kern and Kings County. Conducting site-specific water budgets for selected facilities to assess potential SGMA impacts to operations.

***Confidential Client**, California*
Ongoing SGMA support for a client with multiple industrial facilities throughout California. Conducting site-specific water budgets for selected facilities to assess potential SGMA impacts to operations.

Sustainable Groundwater Management Act (SGMA) Support, Los Angeles Basin, California
Project director for on-call support to Los Angeles Department of Water and Power related to formation of Groundwater Sustainability Agency (GSA) and development of a Groundwater Sustainability Plan (GSP) for the Santa Monica groundwater basin.

***Tanana Basin MODFLOW-USG Integrated Groundwater Flow and Transport Model**, Fairbanks, Alaska*
Lead hydrogeologist and task manager for development of a comprehensive base-wide groundwater flow and transport model at Eielson Air Force Base. The model is constructed in the recently released MODFLOW-USG (Unstructured Grid), which is the first major revision to MODFLOW's numerical solution, using volume-based finite difference calculations.

***Tulare Lake Basin MODFLOW Groundwater Model**, Lemoore, California*
Part of a multi-consultant team working on various aspects of a groundwater sustainability plan (GSP) required to comply with California's Sustainable Groundwater Management Act (SGMA). Provided peer review of a regional MODFLOW model in the Tulare Lake Bed area of the San Joaquin Basin and utilized the model for scenario analysis. The multi-layer transient model includes capability for modeling of irrigation delivery, crop water demand, and ground subsidence.

***Spokane River MIKE-SHE Integrated Groundwater-Surface Water Model**, Spokane Basin, Washington*
Project manager for development of a complex, integrated groundwater/surface water model of the Spokane River watershed. The main goal of the model was to support decision making during development of a watershed plan. The model simulates all hydrologic processes within the watershed.

***Issaquah Valley Aquifer System MODFLOW Integrated Groundwater-Surface Water Model**, Issaquah, Washington*
Lead hydrogeologist for modeling of wellfield withdrawal scenarios and impacts to streamflows in a glaciofluvial hydrogeologic setting. Conducted fieldwork for model calibration that included streambed piezometers and lakebed seepage meters to measure groundwater fluxes.

***Cross Valley Aquifer MODFLOW Groundwater Model and Capture Zone Delineation**, Everett Washington*
Project manager for modeling of capture zones in a wellfield tapping multiple aquifers in a glaciofluvial hydrogeologic setting. Conducted fieldwork for model calibration that included pumping tests and monitoring across different aquifer zones.

***Snoqualmie Basin MODFLOW Integrated Groundwater-Surface Water Model**, Snoqualmie Basin, Washington*
Project manager for modeling of potential impacts from developing a 40 MGD wellfield in the upper Snoqualmie Valley. The multi-aquifer system has a complex geometry, prolific mountain front recharge, and significant interaction with the Snoqualmie River. Conducted fieldwork for model calibration that included geophysical exploration and pumping tests with monitoring across different aquifer zones.

***Couer d'Alene Lake CE-QUAL-W2 and PHREEQUE Water Quality Model**, Couer d'Alene, Idaho*
Project manager for comprehensive water quality modeling of Couer d'Alene Lake to support relicensing of a hydroelectric project. Water quality issues included total dissolved gas, trace metal inflows from adjacent mining areas, low dissolved oxygen, and temperature. CE-QUAL-W2 was used to simulate primary hydrodynamics processes and PHREQUE was integrated into the analysis to examine release of trace metals during periods of low dissolved oxygen in the hypolimnetic areas of the lake. Various scenarios were analyzed with and without hydroelectric operations.

***Ahtanum Creek GoldSim model of stream/aquifer interaction and irrigation delivery**, Yakima Washington*
Project manager for flow routing analysis of irrigation delivery and streamflows from a proposed water storage project. The model was developed to simulate various scenarios of water delivery based on crop types and incorporated year-to-year variations in hydrologic inputs to the proposed reservoir. The model was created using GoldSim, a systems dynamics model capable of incorporating complex uncertainty and feedback loop processes in a time-based simulation environment.

Gordon Thrupp, PhD, PG, CHG

Senior Consultant

44 Years of Experience
16 Years with Geosyntec

Project Role
- Senior Technical Advisor

Specialties
- Geology and Hydrogeology
- Groundwater Modeling
- Water Resources Assessments

Education
- PhD, Earth Sciences, University of California, Santa Cruz, 1987
- BS, Geology, Stanford University, 1980

Registration & Certifications
- Registered Geologist, California, Number 5849, Arizona, Number 58233
- Certified Hydrogeologist, California, Number 541

Career Summary

Dr. Thrupp has forty years of experience providing geological and hydrogeological consulting services to industrial and municipal clients. For numerous projects, he has conducted hydrogeologic evaluations and developed groundwater flow models as tools for assessing water resources and engineering design alternatives, designed wells and hydraulic testing programs, evaluated aquifer-testing and streamflow data, prepared and reviewed technical reports for CEQA projects, and negotiated permit conditions with regulatory agencies.

Applications of his hydrogeologic analyses and groundwater modeling include:
- Groundwater resources and sustainable yield evaluations
- Recharge feasibility studies, and design of infiltration basins
- Modeling of enhanced recharge and aquifer storage and recovery
- Investigation of contaminant migration and design of remediation alternatives
- Evaluation of hydraulic connection between surface water and groundwater
- Construction dewatering design
- SB610 water supply assessments and technical studies for CEQA projects

Relevant Project Experience

***Feasibility Study of Recharge of Recycled Water**, Newhall County Water District, Castaic, CA*
Dr. Thrupp directed the compilation of hydrogeologic information and development of a groundwater model to evaluate feasibility of recharging recycled water in the Santa Clara River alluvial aquifer for augmentation of groundwater supply. The MODFLOW groundwater model served as a tool to estimate infiltration capacity, mounding of the water table, groundwater flow direction and velocity, feasible pumping rates of wells to recover the infiltrated water, and residence time. The analysis determined that the project was of limited benefit due to the small storage capacity and insufficient residence times of groundwater between recharge basins and production wells.

***Evaluation of Influence of Recharge Basins on a Plume of VOCs in Groundwater**, Chino Basin, General Electric Corporation, Ontario, CA*
Dr. Thrupp evaluated remedial alternatives and protection of municipal supply wells from two plumes of VOCs and chromium in groundwater in the Chino Basin. He compiled hydrogeologic and geophysical data, conducted aquifer testing, and developed groundwater flow and transport models incorporating supply wells and infiltration from stormwater detention basins. He designed two 1,000 GPM extraction wells, collected samples bottom of the recharge basins, and recommended rehabilitation of the basins that resulted in a ten-fold increase in percolation rate. He also modeled the influence of increased recharge on the distribution of VOCs in groundwater. He collaborated with the Chino Basin Water Master, IEUA, the City of Ontario, and the Regional Water Quality Control Board to protect and manage groundwater resources in Chino Basin.

***Groundwater Modeling and Design of Injection Wells,** Olin Corporation, Morgan Hill, CA*
Dr. Thrupp developed and used a groundwater model to evaluate the feasibility of remediation alternatives for containment of perchlorate impacts to groundwater. He designed, installed, and tested three injection wells that are used to re-inject treated groundwater into a shallow alluvial aquifer. The injection capacity of wells has continued to exceed project needs for several years.

***Review of Groundwater Modeling to Evaluate Feasibility of In-Lieu Recharge**, San Francisco PUC, San Mateo and San Francisco Counties, CA*
Dr. Thrupp reviewed groundwater modeling to evaluate feasibility of in-lieu recharge when excess imported water is available and increased pumping when imported water is scarce. He indicated that the recharge rates assigned to the model were unusually high and that because precipitation mainly replenishes the shallow aquifer, the potential for depletion of the deeper aquifer in which the pumping occurs is a concern.

Gordon Thrupp, PhD, PG, CHG

***Salinas Valley Basin Groundwater Sustainability Plans**, Salinas Valley Basin GSA, Monterey County, CA*
Dr. Thrupp was lead hydrogeologist and project manager for Geosyntec on the Montgomery & Associates consulting team engaged by the Salinas Valley Basin GSA to prepare the GSP for the 180-400 foot subbasin, which is a high priority basin due to saltwater intrusion of the coastal margin aquifers. Gordon compiled, reviewed, and documented information for the hydrogeologic conceptual model, including the subbasin setting, basin boundaries, water balance, geologic structure and stratigraphy, soils, aquifer characteristics, recharge and discharge areas, groundwater and surface water interaction, water quality, and groundwater dependent ecosystems. He also developed groundwater models as tools to evaluate feasibility of engineering measures to help curtail seawater intrusion and achieve sustainable utilization of groundwater resources. This multidisciplinary project involved numerous consultants, stakeholders including landowners and regulatory agencies, and the Monterey County Water Resources Agency.

***East Bay Plain Groundwater Sustainability Plan (GSP)**, East Bay Municipal Utility District (EBMUD), Alameda County, CA*
Geosyntec is a key member of the Luhdorff & Scalmanini, Consulting Engineers (LSCE) team engaged by the EBMUD and the City of Hayward to prepare a GSP for the East Bay Plain Sub-Basin. Dr. Thrupp oversaw the development of a groundwater flow model as a tool to assess sustainable yield of groundwater, evaluate feasibility of potential projects to utilize groundwater resources during droughts, and develop monitoring criteria for management of groundwater resources in the East Bay Plain.

***Basin Evaluation and Water Supply Feasibility Study**, Soquel Creek Water District, CA*
Dr. Thrupp evaluated alternatives to enhance water supply for the Soquel Creek Water District. Evaluated alternatives included additional groundwater pumping, enhancement of recharge, a shared County desalinization plant, diversion from Soquel Creek, exchange of water with an adjacent district, and groundwater banking with aquifer storage and recovery (ASR) wells. Subsequently, Dr. Thrupp was on an advisory panel convened by the National Water Research Institute (NWRI) for the District's PURE Water Soquel Groundwater Replenishment Project.

Water Resource Capacity Study, *San Luis Obispo County, Nipomo Mesa, CA*
Dr. Thrupp conducted a groundwater resource capacity evaluation of the Nipomo Mesa area for San Luis Obispo County Departments of Planning and Public Works. The project included reviewing DWR reports, consultant's reports, and regional groundwater models; compiling hydrogeologic and groundwater monitoring data for the area; variable-density flow modeling with SEAWAT to evaluate seawater intrusion for a range of pumping rates; and making recommendations to San Luis Obispo County that were used to determine appropriate limits on growth rates and development on Nipomo Mesa. Dr. Thrupp presented his findings at public hearings.

Monitoring Plan Update and Evaluation of Source of Arsenic in Groundwater, *Kekaha Landfill, County of Kauai, HI*
Dr. Thrupp evaluated the source of arsenic in groundwater downgradient of Kekaha Landfill and determined that the landfill was likely not the source of the arsenic, but the reducing conditions associated with the landfill increased the solubility of arsenic that was present in the soil that was (1) naturally occurring is volcanic soils; and (2) associated with to a long history of use of herbicides and pesticides for agricultural operations in the vicinity. Dr. Thrupp also oversaw the preparation of an updated monitoring plan for the landfill and attended regulatory meetings.

Craig Riddle, PG

Project Geologist

14 Years of Experience
1 Year with Geosyntec

Project Roles

- Task 4, 5, 6, 7 Lead
- Task 4 Preliminary Geotech Investigation Approach Planning Activities
- Task 5 Final Geotechnical Plan
- Task 7 Geotechnical Investigation
- Task 8 Hydrogeological Characterization
- Task 9 Feasibility Report

Specialties

- Program/Project Management
- Hydrogeology
- Groundwater Monitoring & Assessment
- Groundwater Supply Wells
- Construction Dewatering
- Environmental Site Assessment

Education

- BA (Cum Laude), Geology, California State University, Sacramento

Registration & Certifications

- California Professional Geologist No. 9369
- OSHA 40-Hour HAZWOPER Certified

Career Summary

Craig Riddle is a professional hydrogeologist and project manager with 14-years of experience with a focus in hydrogeologic and environmental work throughout California. He provides expertise in hydrogeologic evaluations, water supply planning and assessments, pre-construction permitting (local and State), and conducts well pumping tests, well rehabilitation, aquifer analysis, surface water and groundwater sampling, and water quality investigations. Typical responsible geologic work includes evaluation and interpretation of geologic, hydrogeologic and geophysical data for technical reports, interpretation of subsurface lithology and groundwater parameters, evaluation of groundwater flow and chemistry trends, aquifer analysis, and construction dewatering analysis. Mr. Riddle is an experienced project and task manager including project planning and scheduling, procurement/ delivery management, engineering and subcontractor schedule management, construction coordination, cost control, quality control, change order review and negotiation/administration, and safety management.

Relevant Project Experience

Aquifer Storage and Recovery Pilot Test, *South Fork Kings GSA, Kings County, CA*
As part of GSP implementation, Mr. Riddle conducted an Aquifer Storage and Recovery (ASR) pilot test in an existing active irrigation supply well within the South Fork Kings GSA. The test involved comprehensive monitoring of water levels and water quality and was designed to be compatible with typical irrigation operations in the area. Over 20 million gallons of water were injected into the aquifer, stored for 45 days, and then recovered for irrigation. Mr. Riddle conducted the aquifer test analysis (AQTESOLV) for transmissivity, hydraulic conductivity, storativity, specific capacity, and well efficiency.

Production Test Well, *San Joaquin Delta College, Stockton, CA*
Mr. Riddle oversaw the field operations/installation of a new test well for San Joaquin Delta College, Manteca Farm Campus. The project included providing specifications in order to secure a qualified C-57 licensed drilling subcontractor. The scope of the test well included drilling to a depth of 350 feet, evaluating the geophysical log for zone selection, coordinating multiple zone tests of water-bearing zones, coordinating laboratory analyses, and preparing a technical report for use in preliminary design of the new potable water supply well.

Relief Well Program*, City of Sacramento DOU, Sacramento, CA*
Project manager and technical lead for pressure relief well condition assessments and rehabilitations for multiple projects covering 66 wells since 2017. Oversaw and performed mechanical rehabilitation, pre- and post-rehabilitation video inspection, pumping tests, and analysis of pumping tests and technical report detailing results including recommendations for well performance and maintenance.

Pump Station Relief Wells*, Sacramento Regional County Sanitation District, Sacramento, CA*
The Sacramento Regional County Sanitation District constructed a ring levee at their South River Pump Station facility. A total of 32 pressure relief wells were installed to relieve groundwater pore pressure within the levee. Mr. Riddle provided construction oversight to ensure that wells were properly constructed, installed, and developed according to the County's specifications by working closely with the County's general contractor and drilling subcontractor and the lead Sacramento County inspector.

Craig Riddle, PG

California State Fair and Exposition Water Well # 1A**,** *California Department of General Services, Sacramento, CA*
Mr. Riddle was the task leader for the design, construction, and testing of a new water supply well for the California State fairgrounds. Mr. Riddle assisted in preparation of contractor specifications, permitting, well design, construction oversight, and the final connection to the water conveyance system.

Surface and Groundwater Sampling Programs, *California Rice Commission, Sacramento Valley, CA*
The California Rice Commission has a monitoring and reporting program consisting of 3 surface water sampling and 1 groundwater sampling program. Mr. Riddle oversees all aspects of the programs, including the project management, coordination of the field staff, the fieldwork, and the analytical laboratories, and reporting to the regulating agency.

Sacramento Suburban Water District Wells 69 and N20 Condition Assessment*, Sacramento, CA*
Mr. Riddle was the task lead for a well condition assessment and rehabilitation project for two of the Sacramento Suburban Water District's municipal water supply wells (69 and N20). The project required a pre-inspection pumping test and water quality analysis for microbiologically induced corrosion, video inspection of the well interior, mechanical cleaning, chemical treatment of the wells for manganese and coliform bacteria, post-rehabilitation pumping test, and post-rehabilitation video inspection.

Dewitt and Santa Ana Test Well*, Site Evaluation, and Zone Water Quality Testing, City of Clovis, CA*
Mr. Riddle was the task lead for the installation of a new test well for the City of Clovis. The project included providing specifications in order to secure a qualified drilling subcontractor. The scope of the test well included drilling to a depth of 620 feet, evaluating the geophysical log for zone testing, coordinating multiple (5) zone tests of water-bearing zones, coordinating laboratory analyses, and preparing a technical report for use in preliminary design of the new municipal well.

Hydrogeological Assessment Report*, Soper-Wheeler Company, Sonoma County, CA*
The Soper-Wheeler company owns a ranching and recreational property in Sonoma County, California. Mr. Riddle prepared a Hydrogeological Assessment Report for approximately 2,000 acres of the site in accordance with Sonoma County standards. The report included an assessment of the site hydrogeology, water basin, groundwater supply and aquifer testing, groundwater recharge, and water quality.

Pacific Gas and Electric (PG&E) Gas Line Retirement Bundle*, Northern Sacramento Valley, CA*
Mr. Riddle was the task lead for the hydrogeologic and dewatering evaluation for four PG&E projects (R-1228, R-1216, R-1233, and R-1247) involving excavations into shallow groundwater for gas transmission line retirements. As task lead coordinated the installation of multiple test wells and conducted aquifer tests to assess hydraulic conductivity and other groundwater parameters in support of proposed excavations at 10 sites. Coordinated the permitting, fieldwork and regulatory communication in addition to performing analysis and reporting of hydrogeologic data acquired.

Dewatering Assessment for Hydro-testing*, Pacific Gas and Electric (PG&E) L-167, Northern Sacramento Valley, CA*
PG&E requested construction dewatering assessment and recommendations at select locations in preparation for hydro-testing and related construction of over 26 miles of their L-167 gas line. Mr. Riddle coordinated the installation of multiple test wells and aquifer tests (including pumping tests) to assess hydraulic conductivity and other groundwater parameters in support of proposed excavations at 13 sites. Mr. Riddle coordinated the permitting, fieldwork and regulatory communication in addition to performing analysis (AQTESOLV) and reporting of hydrogeologic data acquired.

Surface Water Interceptor Project*, City of Tacoma, WA*
Mr. Riddle was the task lead for the evaluation of hydrogeologic conditions for dewatering considerations. The project involves over 3,400 linear feet of new stormwater conveyance pipeline with outfall to Commencement Bay. Mr. Riddle conducted aquifer testing in shallow groundwater areas to obtain aquifer parameters for use in formulating dewatering recommendations for construction and installation of the pipeline.

Hydrogeological Assessment Report*, Red Fan Winery, Sonoma County, CA*
Mr. Riddle prepared a Hydrogeological Assessment Report for an approximately 55-acre winery in accordance with Sonoma County standards. The report included an assessment of the well yields, site hydrogeology, groundwater basin, aquifer testing, groundwater recharge, and water quality.

David Finney

Professional

5.5 Years of Experience
8 Months with Geosyntec

Project Roles

- Task 1 Data Review
- Task 3 Surface Geophysical Plan
- Task 4 Preliminary Geotechnical Investigation Approach Planning Activities
- Task 5 Final Geotechnical Plan
- Task 6 Permits
- Task 7 Geotechnical Investigation
- Task 8 Hydrogeologic Characterization

Specialties

- Monitoring well installation
- Hydrogeology
- Groundwater Monitoring & Assessment
- Geostatistics
- Environmental Site Assessment

Education

- MS, Geology, California State University, Sacramento
- BS, Geology, California State University, Long Beach

Registration & Certifications

- OSHA 40-Hour HAZWOPER Certified

Career Summary

David Finney is a geologist whose focus is on sustainable groundwater management projects and subsurface investigations. David earned his Master of Science degree from Sacramento State and has worked in Northern California on a number of projects over the past 5 years. His experience includes Superfund site remediation, aquifer storage and recovery, and water quality investigations. Some of his technical skills include performing geologic analysis and interpretations, groundwater plan development, and the design and construction of wells.

Relevant Project Experience

***Aquifer Storage and Recovery Monitoring Well Construction**, City of Roseville, Roseville, CA*
David planned well installations in potentially suitable zones for aquifer storage and recovery systems. Selected optimal drilling sites by developing cross-sections and interpreting geologic data. Performed sample logging and interpretation and oversaw drilling and installation of 8 monitoring wells within the city. Assisted with well design, developed final well schematics, and completed well completion reports. Oversaw well construction and water quality sampling.

***Groundwater Level Monitoring, North American Subbasin GSAs**, West Placer and Sutter GSAs, Placer County, CA*
David was responsible for conducting groundwater monitoring activities throughout the North American Subbasin to better estimate surface-groundwater connectivity and regional water quality and availability trends. Deployed and maintained an array of transducers and associated data. Assisted in site selection and analysis of various proposed gaging sites to ensure representative monitoring. Collected stream gauge data and analyzed relationships between stream flow, precipitation, and groundwater levels. Analyzed results to determine groundwater recharge and delivered technical reports.

***Aerojet Superfund Site Groundwater/Soil Remediation**, Aerojet, Rancho Cordova, CA*
David designed, planned, permitted, and installed groundwater extraction and monitoring wells for the Aerojet Superfund site. Designed wells to capture the maximum possible extent of contaminant. Performed routine treatment plant operations and maintenance tasks including sampling and system monitoring.

***Groundwater Sustainability Plan**, Buena Vista Water Storage District, Kern County, CA*
David collected, analyzed, interpreted, and confirmed the accuracy of a decade's worth of groundwater quality data from multiple sources and for multiple constituents. Assisted in writing narrative portions of GSP, created hydrographs for wells in the GSA, and performed extensive technical editing. Additionally, coordinated administrative elements of the final GSP submission process, including collecting and documenting all baseline information and references, migrating CASGEM data to SGMA, carefully correlating each SGMA article to the pertinent GSP section, and submitting every required element to the online portal.

***Ground Water Sustainability Plan**, Sacramento Groundwater Authority, Sacramento County, CA*
David assisted with development of the groundwater sustainability plan. Notable contributions include the hydrogeologic conceptual model, groundwater conditions, sustainable management criteria, and monitoring networks. Compiled well construction data and groundwater information to develop a conceptual model and associated figures and text. Participated in project review process and contributed to development of the plan's data management system. Developed and interpreted geologic data to construct detailed hydrostratigraphic cross sections.

David Finney

***North American Subbasin Groundwater Quality Technical Reports**, West Placer and Sutter County, CA*
David assisted in the development of Groundwater Quality reports detailing regional water quality setting and trends. Performed fieldwork to collected water quality data and performed spatio-temporal analysis on water quality samples using hydrographs, time series analysis, and Mann-Kendall test to detect trends. Used well construction and borehole data to develop cross sections for the final report. Proposed future water quality sampling protocols and helped in the development of standards for future well sites. Additionally, assisted in defining principal aquifers and helped to delineate sources of waters high in total dissolved solids.

***Central Valley Flood Protection Project Variable Infiltration (VIC) modeling**, Department of Water Resources, Sacramento, CA*
David calibrated the California Department of Water Resources Central Valley VIC climate mode under various climate scenarios. Developed algorithms for managing model datasets and performed daily protocols to ensure model QA-QC. Applied statistical methods and automation techniques to meet project goals. Analyzed model results and delivered technical reports to DWR staff.

Arthur Forma, PG, CEG, CHG, EIT

Senior Principal

23 Years of Experience
10 Years with Geosyntec

Project Roles
- Task 2 Lead

Specialties
- Groundwater Monitoring Programs
- Site Investigation and Remediation
- Hydrogeologic Studies

Education
- BS, Geosciences in Geology, Math Minor, California State University, Chico, California, 2000

Registration & Certifications
- California Engineer-in-Training, No. 119478
- California Registered Professional Geologist, No. 8133
- California Certified Engineering Geologist, No. 2443
- California Certified Hydrogeologist, No. 896

Career Summary

Arthur Forma has over 23 years of consulting experience in geologic, hydrogeologic, geotechnical, and hazardous waste investigation and remediation projects throughout California. Arthur leads and coordinates projects with the Department of Toxic Substances Control (DTSC), various Regional Water Quality Control Boards (RWQCB), County of Sacramento Environmental Management Department, and other counties and cities throughout California for properties contaminated with petroleum hydrocarbons, chlorinated solvents, polycyclic aromatic hydrocarbons, metals, pesticides, and perchlorate.

Arthur's primary responsibilities include project management, contaminated soil and groundwater investigation, implementation of remedial action programs, and assuring compliance with regulatory requirements. He is adept at the development and refinement of hydrogeologic conceptual site models for complex projects. Arthur is experienced in the development and management of monitoring programs for projects in complex hydrostratigraphic terrains. He has experience in due diligence work including conducting numerous Phase I and Phase II environmental site assessments (Phase I/Phase II) for real estate transactions at industrial and commercial facilities, agricultural properties, and residential developments. Arthur has conducted various geologic and hydrogeologic investigations in soil, groundwater and soil vapor media utilizing a variety of subsurface drilling methodology including hollow-stem auger, sonic, direct-push sampling technology, mud rotary, air-rotary casing hammer, cone penetrometer testing, membrane interface probe, and laser-induced fluorescence technology.

Relevant Project Experience

***Aerojet Superfund Site**, Rancho Cordova, CA*
Arthur manages the groundwater monitoring program for the site which includes over 3,000 monitoring wells separated into 17 programs across an approximate 60 square mile area. As part of this effort, various scheduling and tracking tools were developed to assure compliance with the monitoring requirements of the various federal and state orders for the project. Reporting tasks include performance evaluation reports for the multiple groundwater extraction and treatment systems, compliance monitoring reports, and routine monitoring reports. He also oversees management of the project's database which includes daily incoming field and analytical data, data validation, and advanced project chemistry support. Geosyntec is continuing to refine the data visualization program that will allow the various stakeholders to have access to new and historic data for the entire project.

***Lincoln Center Environmental Remediation Trust (Trust)**, Stockton, CA*
Arthur manages the update of the project's groundwater numerical flow model and conceptual site model. The updates to these models are necessary to set the basis for the upcoming feasibility study for the project's final remedy. To do this, the 20-year subsurface investigation history was reviewed, compiled, and analyzed to identify characterization data gaps and to perform a depositional sequencing evaluation. Through this work, it was determined that the conceptual site model and subsequently the groundwater flow model required significant revisions.

***Delano Perchloroethylene (PCE) Groundwater Plume,** Delano, CA*
Arthur is the hydrogeologic and conceptual site model (CSM) technical lead for the project. He provides oversight of multiple source evaluations, identifying potentially responsible parties (PRP), conducting soil vapor, indoor air, and groundwater investigations, developing remediation approaches, and monitoring and reporting in a large downtown area in Delano, California. His team compiled data collected from previous investigations, developed a CSM, and identified specific data gaps. Critical data gaps identified included evaluating the potential for impacts to the city of Delano water

supply wells, evaluating potential exposure from soil vapor to indoor air, and vertical delineation of PCE near the primary source areas.

***Visalia Dry Cleaner Investigation Project**, Visalia, CA*
Arthur is the hydrogeologic and CSM technical lead for the project. He is providing technical oversite of an investigation of multiple sources, assisting in identification of PRPs, evaluating the extent of soil vapor, indoor air, and groundwater impacts, and developing the remedy approach in Visalia, California. The goal of this work is to obtain site characterization information, identify areas where the presence of contaminants poses unacceptable risks to human health and the environment, and identify PRPs.

***Red Bluff PCE Investigation**, Red Bluff, CA*
Arthur is supporting the DTSC to assess the sources of PCE in the Red Bluff downtown area through high-resolution definition investigative methods to cost-effectively delineate the lateral and vertical extent of soil, soil vapor, and groundwater contamination. These data will then be used to identify target areas in support of groundwater monitoring well placement and future remedial actions.

***Dry Cleaner Remediation**, Crestview Shopping Center, Carmichael, CA*
Arthur has provided hydrogeologic assessment and conceptual site model development for a landowner on a property with a former dry cleaner undergoing remediation. Soil vapor extraction (SVE) has been used to successfully remediate the vadose zone tetrachloroethene (PCE) impacts and has successfully cut off the migration of PCE to groundwater, resulting in declining PCE concentrations in all site monitoring wells. Recently, SVE rebound testing demonstrated that the vadose zone soils have been sufficiently remediated, and the case is expected to be closed within the next year without active remediation of groundwater.

***Site Assessment and Remediation**, Arnold Cleaners, Sacramento, CA*
Arthur is currently providing hydrogeologic and reporting oversight for the remediation activities at a former dry cleaner site in the Arden Arcade area of Sacramento. He led the site assessment effort and is overseeing the remediation evaluation and its indirect effect on groundwater. Currently, PCE concentrations in groundwater have been decreasing over time and active remediation of groundwater will likely not be required.

***Dry Cleaner Remediation**, Southgate Norge Dry Cleaner Site, Sacramento, CA*
Arthur is currently providing senior hydrogeologic and report oversight for a former dry cleaner undergoing remediation in Sacramento, California. Records show that PCE was released along the sanitary sewer laterals and main and has impacted soil and soil vapor in the area. Arthur is currently responsible for conducting routine groundwater monitoring and reporting activities at the site and for evaluating hydraulic capture of the groundwater extraction system.

***White Rock North Dump**, Rancho Cordova, CA*
Arthur is the project manager for the continued monitoring and reporting for the former landfill located within the Aerojet Superfund site. Monitoring and reporting for the landfill are conducted in accordance with a Central Valley Regional Water Quality Control Board (CVRWQCB) Cleanup and Abatement Order (CAO) while remediation is conducted under the direction of the United States Environmental Protection Agency (USEPA). Monitoring at the landfill consists of sampling over 80 groundwater monitoring wells completed in four hydrostratigraphic units on variable frequencies. An innovative scheduling and tracking program was developed for the project to ensure that the CAO requirements are met for each reporting period.

***Former Whittaker Ordnance Facility**, Hollister, CA*
Arthur manages all investigation and monitoring tasks for a former explosives manufacturing facility. The site is located in a heavily faulted terrain with dipping stratigraphy that dominates groundwater flow and contaminant transport. Recently, Arthur updated the hydrogeologic conceptual site model for the site that will be used in future hydrogeologic and remedial planning activities. Investigation tasks include source area assessment and evaluations to optimize hydraulic containment of contaminants. Monitoring at the site includes incorporation of the project's 5 remedial action performance monitoring plans and various discharge requirements on over 150 monitoring wells on varying sampling frequencies into semi-annual reports as required by the project's orders and permits.

Naomi Dailey

Scientist

5 Years of Experience
4 Years with Geosyntec

Project Roles

- Task 2 GIS-Based Survey

Specialties

- Data Management and Visualization
- Geospatial Analysis and Cartographic Design
- Programming and Modeling

Education

- MA, Geography, University of California, Davis, 2016
- BA, Anthropology, University of California, Berkeley, 2014

Career Summary

Naomi Dailey has over 4 years of private industry experience with structured query language (SQL) and database management, geographic information systems (GIS) analysis, and implementing automated solutions for data visualization and processing. She develops tools with Python and visual basic applications (VBA) for data quality assurance, designs and manages multiple databases, and utilizes GIS for spatial data analysis. Naomi's experience includes building stored procedures and queries in SQL server and developing Access tools with VBA to easily retrieve and format data for requests from clients. She has rebuilt existing Access databases to optimize routine workflows and has developed data processing and GIS tools with Python to streamline workflows for several monitoring reports and visualization tasks.

Relevant Project Experience

Aerojet Superfund Site, *Rancho Cordova, CA*
Naomi is the assistant project manager for the project database and routine groundwater monitoring tasks. She is responsible for routine monitoring reports and data visualization tasks, manipulating databases, writing ad hoc queries in SQL server, and scheduling monthly sample collection. Naomi regularly generates figures and tables for routine reports and non-routine requests, and has streamlined the functionality of existing Access databases used for data processing and validation of laboratory analytical data. She assists with external reporting tools that allow users to interact with data, including tabular data queries, sample scheduling forms, and a project webmap that allows users to view and interact with data associated with project locations. She has automated and improved time-intensive data processing tools with Python and VBA, including data formatting macros and file transformation applications.

Caltrans Aerially Deposited Lead Task Orders*, Los Angeles, CA*
Naomi is responsible for the database design, data manipulation and management, and figure generation of aerially deposited lead task orders for Caltrans in Southern California. She developed an Access database and user form that is easily recycled for each task order, reducing the overall effort in replicating each report. Additionally, Naomi produces final tables and figures with the help of a Python tool built to automate callout table generation in the figures.

Baldwin Park Operable Unit of the San Gabriel Valley Superfund Sites, *Los Angeles County, CA*
Naomi is the database administrator and GIS practitioner for the Baldwin Park Operable Unit (BPOU) annual performance evaluation reports. She is responsible for data analysis and database management, figure and table development, and Python data processing. Visualization outputs incorporate data from an external web-based database, public entities, water purveyors, and in-house modeled numerical data. Naomi regularly improves existing queries used in the Access data import tool and updates the Python scripts used to generate particle track shapefiles to increase efficiency year over year. She has also led the project's documentation effort and gathered detailed workflows from team members to increase knowledge redundancy while also managing the data and contour updates for over 100 figures and 15 tables as part of the annual report.

Former Occidental Chemical Corporation Facility, *Lathrop, CA*
Naomi is a primary GIS practitioner for a large-scale groundwater monitoring project where she supports database design, transducer data management and analysis, and routine reporting figures. She also assists with maintaining a project webmap that allows users to view and interact with data associated with project locations.

Former Whittaker Ordnance Facility, *Hollister, CA*
Naomi supports routine groundwater monitoring and reporting for the Former Whittaker Ordnance facility and assists the lead task manager in routine semi-annual groundwater monitoring reports and table generation, pulling ad hoc queries for the larger project staff as needed.
Geospatial Analysis and Cartographic Design

Naomi Dailey

DTSC, *Multiple Locations, CA*
Naomi is the primary GIS practitioner for multiple California Department of Toxic Substances Control (DTSC) brownfield redevelopment projects located throughout California. Projects include a former lumber mill, oil recycling facilities, a wood treatment facility, a former smelter, and a former metal fabrication facility. She provides routine figure support for annual and semi-annual groundwater monitoring reports, and addresses ad hoc figure needs throughout the year. Naomi developed a Python script and associated database workflow to streamline labeling efforts for soil vapor samples in Delano, California, reducing the projected effort by half.

Port of Stockton Site 47, *Stockton, CA*
Naomi provides GIS support for ad hoc figure reporting and human health screening at Site 47. The site contains numerous contaminants of concern, and her figures allow regulators to visualize analytical concentrations spatially and by depth. She also assists the database administrator in manipulating and querying relevant data.

Port of Stockton Groundwater Monitoring, *Stockton, CA*
Naomi assists with the contaminant management program at the former Rough and Ready Island Naval Base. The site contains numerous sources of chlorinated solvents in soil and groundwater and Naomi is responsible for groundwater data visualization using EVS to identify data gaps for investigations and sampling redundancy, and generating 3D figures for routine reporting efforts. The emerging firefighting foam contaminants, per-and polyfluoroalkyl Substances (PFAS), have also been detected in groundwater and a management plan is currently in progress.

Pedrick Landfill, *Davis, CA*
Naomi leads an extract, transform, load (ETL) project using historical data from the Pedrick Landfill. Using variegated tabular data from the last 10 years, she designed a melt and transform procedure with Python that homogenizes files for streamlined appending. All data is compiled in a single database under a standard format for easy querying. Naomi also utilizes Python to scrape data tables from PDFs, ultimately saving the client over 80 hours in manual transcription.

Yerba Buena Island Site 11, *San Francisco, CA*
Naomi manages the database design and tool development for historical data at the Yerba Buena Site 11 landfill site. She developed scripts with Python and VBA to scrape data from historic PDF reports and append into an Access database. She is also responsible for digitizing historic maps in GIS and developing new analytical maps to use for upcoming work plans.

UC Davis Pastured Poultry Farm, *University of California, Davis (UC Davis), CA*
Naomi managed the UC Davis Pastured Poultry Farm, a research and demonstration farm at the university. Her responsibilities included training a student team on epidemiological data collection of *Salmonella* samples around the farm, and subsequent data processing and analysis. Naomi used open source programs such as R and QGIS to manipulate results and display data in interactive web maps used by local farms. Additionally, she created predictive models of statewide poultry disease using R. Data collected on the research farm was presented at numerous conference and resulted in publications in *Poultry Science*.

Wendy Key, PG, CEM

Senior Geologist

16 Years of Experience
7 Years with Geosyntec

Project Roles
- Task 2 Site Assessments

Specialties
- Environmental Due Diligence and Compliance
- Site Investigation and Redevelopment

Education
- MS, Geology, University of Nevada, Reno, 2009
- BS, Geology, California State University, Sacramento, 2005

Registration & Certifications
- Professional Geologist, California No. 8915
- Licensed Geologist, Washington No. 3089
- Certified Environmental Manager, Nevada No. 2345
- OSHA 40-Hour HAZWOPER, Environmental Compliance Services, Inc.

Career Summary

Wendy is a licensed geologist with over 16 years of experience in variety of environmental projects in both the public and private sectors. She has experience in the management, planning, implementation, data analysis, and reporting phases of environmental assessments including ASTM-compliant Phase I Environmental Site Assessments (ESAs), subsurface soil and groundwater investigations, and Brownfield's redevelopment projects. Wendy also conducts environmental compliance assessments and audits to assist businesses looking to achieve and maintain compliance with environmental regulations in California and Nevada. Wendy provides support to companies with regulatory issues/violations and businesses seeking assistance with agency interaction, strategy, and litigation support/risk reduction. Wendy has served as a technical reviewer on large litigation projects and has provided litigation support in a variety of environmental cases. Her management experience includes communicating with clients and client attorneys to meet project goals, coordination with regulatory agencies to meet designated requirements and cleanup goals, and managing field staff and activities. Wendy also has management experience leading California environmental compliance programs and health & safety programs for a Fortune 500 company.

Relevant Project Experience

Multiple Phase Is, *Confidential Social Media Client, CA*
Wendy is a senior reviewer on a national program conducting and overseeing Phase Is at multiple locations in the western US for a large social media company. Wendy is responsible for the quality and completeness of all products and she coordinates closely with corporate and legal staff to assure timely reporting to support acquisition of each property. For many properties, this responsibility includes early verbal reports and virtual meetings with the project team to facilitate the property acquisition process and timing.

Phase I Environmental Site Assessments (ESAs) and Limited Environmental Compliance Reviews, *Confidential Power Client, AZ, CA, HI, NV, NM*
Wendy provides technical support and project management services, including the identification of geographically local Geosyntec staff to implement project activities, for corporate transactions. Wendy conducts and provides senior oversight for compliance reviews and Phase I ESAs to evaluate for the potential presence of Recognized Environmental Conditions (RECs) at select distribution, repair, and training facilities in the western United States. The compliance portion of the projects typically includes a review of available hazardous waste manifests, environmental permits, Safety Data Sheets, and plans, such as Hazardous Materials Business Plans (HMBPs), Spill Prevention Control and Countermeasure (SPCC) Plans, and Stormwater Pollution Prevention Plans (SWPPPs).

Limited Environmental Compliance Review and Environmental Site Assessment, *Confidential Client, Milpitas, CA*
In support of a potential commercial transaction, Wendy conducted a limited environmental compliance review and Phase I ESA to evaluate the potential presence of RECs at a building materials manufacturing facility and batch plant in Milpitas, California. As part of the limited compliance review, Wendy assessed whether the facility had the appropriate environmental permitting documents, including but not limited to, hazardous materials storage permits, stormwater permits, and air permits. As a result of Wendy's evaluation, the client has requested Geosyntec complete an Air Permit Applicability Assessment to determine if the facility qualified for air permitting exemptions within the Bay Area Air Quality Management District's (BAAQMD's) regulatory jurisdiction.

Wendy Key, PG, CEM

Limited Environmental Compliance Review and Environmental Site Assessment, *Confidential Client, Fairfield and Rio Vista, CA*
In support of a potential commercial transaction, Wendy participated in a limited environmental compliance review and Phase I ESA to evaluate the potential presence of RECs at a transformer oil testing facility located in Fairfield, California and a transformer repair facility located in Rio Vista, California. As part of the limited compliance review, Wendy assisted in the evaluation of whether the facility had the appropriate environmental permitting documents, including but not limited to, hazardous materials storage permits, stormwater permits, and air permits. Wendy also assisted in the evaluation of waste transportation, storage, and accumulation processes associated with these facilities.

Phase I and Phase II Environmental Site Assessments, *Confidential Automotive Retailer, Various locations in NV and WA*
Wendy has managed and conducted Phase I and Phase II Environmental Site Assessments (ESAs) association with the acquisition of individual automotive dealerships and larger acquisitions consisting of multiple automotive dealerships in a particular geography. Phase II activities were conducted concurrently with Phase I ESA to evaluate impacts at facilities with known current or historical releases and facilities with features likely to result in a release to the environment, such as underground storage tanks (USTs), oil-water separators, and in-ground hoists.

Litigation Support, *Confidential Client, Portland, OR*
As part of a larger team consisting of professionals from five Geosyntec offices, Wendy serves as a technical reviewer to evaluate previous environmental assessments and compliance documentation for numerous potentially responsible parties (PRPs) as part of the allocation process associated with the Portland Harbor Superfund Site. Wendy has reviewed thousands of pages and hundreds of documents to assess the origin of documented impacts in the Swan Island Lagoon and Willamette River. Upon review of these documents, Wendy has drafted supplemental information requests and developed PRP summaries to be submitted to the Allocation Team as part of the disclosure process.

Phase I Environmental Site Assessments (ESAs), *Various Clients, AZ, CA, HI, ID, NV, NM, OR, UT, WA*
Wendy has completed hundreds of Phase I ESAs, according to ASTM standards (ASTM E 1527-05 and ASTM E 1527-13), U.S. Environmental Protection Agency All Appropriate Inquiries Rule, and client-specific standards, for a broad range of clients including private and governmental agencies. In addition to providing technical support for the preparation of Phase I ESAs, Wendy also coordinates with local offices throughout Geosyntec to implement assessment activities and provide a consistent work product. Environmental conditions likely to affect the sites were evaluated. Activities included review of regulatory agency files, historical documents, including aerial photographs and topographic maps, completion of a site reconnaissance, and preparation of a final report.

Bryte Landfill Waste Characterization*, Downey Brand Attorneys, LLP, West Sacramento, CA*
Wendy currently provides project management and waste characterization support for the Former Bryte Landfill which operated as a burn dump from approximately 1940 through 1974 and possibly as late as 1981. The landfill needs to be removed to facilitate an expansion of the Sacramento Weir and Bypass, portions of the State Plan of Flood Control (SPFC), planned by the Sacramento Area Flood Control Agency (SAFCA) and others, including the California Department of Water Resources (DWR). Wendy assisted in the development of a Data Collection Work Plan designed to evaluate excavation, separation, management, reuse and disposal options for the landfill material. Implementation of the Work Plan was divided into two phases: Phase 1 included the installation of 40 trenches and potholes throughout the Site to evaluate the lateral and vertical extent and character of the waste; and Phase 2 included the excavation and screening of 500 tons of ash/waste material to assess the ratio of ash/soil to solid waste within the former landfill. Results of the investigation indicated that the total volume of ash and waste is present at the landfill was less than previously estimated. The investigation also revealed that while the majority of the ash was found to contain total and soluble lead concentrations that are considered hazardous in California, a limited area of ash contained soluble levels of lead considered hazardous per federal regulations and debris greater than 1-inch was generally inert.

Initial Site Assessments*, Caltrans, Multiple Locations, CA*
Wendy has completed numerous Initial Site Assessments to evaluate roadways and adjacent properties for potential environmental conditions prior to planned completion of roadway improvement, addition, and/or widening activities. Activities included review of regulatory agency files, historical documents, including aerial photographs and topographic maps, a site reconnaissance, and completion of a final report and a Caltrans environmental checklist.

Jill Ghelerter, PhD, PG, CHMM, PMP

Senior Geologist

18 Years of Experience
1 Years with Geosyntec

Project Roles

- Task 2 Agricultural Assessment

Specialties

- Project Management
- Site Investigation
- Underground Storage Tank Programs
- Groundwater Assessment
- Groundwater Remediation
- Regulatory Compliance

Education

- PhD, Chemistry with Concentration in Geology, Georgia State University, Atlanta, 2014
- MS, Geology, Florida Atlantic University, Boca Raton, 2005
- BS, Geology, Florida Atlantic University, Boca Raton, 2002

Registration & Certifications

- Professional Geologist California, No. 9684
- Certified Hazardous Materials Manager (CHMM), Number 14803
- Project Management Professional, No. 1527604

Career Summary

Dr. Ghelerter has over 18 years of experience in the environmental consulting industry with focus on project management and hydrogeology. She has provided technical direction and oversight with industrial, landfills, irrigated farmland, oil fields, agricultural chemical processing facilities, refineries, and commercial and residential projects. Her current focus area supporting oil producers with various hydrogeology related regulatory compliance. Previous experience has been with environmental assessment, designing monitoring well networks and sampling strategies, developing and implementing remediation plans, designing remediation systems, remediation system optimization, and site closure. She has worked with large and complex groundwater plumes. She has been involved with soil and groundwater monitoring and remediation sites impacted by hydrocarbons, pesticides, chlorinated solvents, and metals. She has also been involved in vapor intrusion sampling and evaluation.

Relevant Project Experience

Orphan Project Program, *California Department of Toxic Substances Control (DTSC), Various Sites, CA*
Project Manager/PG for investigation, monitoring, reporting, and remediation of chlorinated solvents with a focus on perchloroethylene in soil, soil vapor, indoor air, and groundwater at city-wide plume sites. Included semi-annual groundwater monitoring and reporting, installation of soil vapor probes, collecting indoor air samples, preparing work plans, obtaining permits, oversight of remedial installation, and reviewing routine reports.

Georgia Underground Storage Tank Program*, Statewide, GA*
Program coordinator and geologist for numerous UST sites throughout Georgia. Dr. Ghelerter provided technical direction and oversight for designing monitoring well networks and sampling strategies, developing and implementing remediation plans, remediation system optimization, and site closure. Tasks included assessment of indoor air, soil, groundwater, water supply wells, and surface water impacted with gasoline and/or diesel fuel including free product. Several groundwater plumes extended over 1-mile. Prepared and reviewed Corrective Action Plans and Monitoring Reports for the Environmental Protection Division. Designed, installed, and operated remediation systems. Replaced impacted water supply wells and/or connected structures to the municipal water supply. The contract was pay-for-performance requiring remediation goals to be achieved within 2 years.

Remedial Investigation*, Confidential Client, Bakersfield, Kern County, CA*
Dr. Ghelerter's work on this project includes preparing a comprehensive remedial investigation report for a former refinery with a 90-year history of operations, numerous hydrocarbon releases, and interim remedial actions. Petroleum constituents and non-aqueous phase liquids are present within various hydrostratigraphic zones. Active and interim remedial actions are on-going. The refinery is currently being converted into a renewable fuel facility.

Firebaugh Facility*, JR Simplot, Firebaugh, CA*
Project Manager/PG for investigation, monitoring, and reporting of agricultural chemicals in soil and groundwater at a 20-acre active fertilizer production facility. Soil and groundwater investigation resulted in monitoring well installation and quarterly groundwater monitoring and reporting of 1,2,3-trichloropropane, 1,2-dichloropropane, and 1,2-dibromo-3-chloropropane and nitrogen. Subsequent on-site and off-site soil assessment resulted in shallow soil impacted with chlorinated pesticides including toxaphene. Assisted client in demonstrating off site detections were not from site activities. Presented different options to client for removing/remediating shallow soil impacted with toxaphene.

***Regulatory Compliance, Former Retail Site**, JR Simplot, Wasco, CA*
Project Manager/PG for investigation, remediation, and reporting of agricultural chemicals in soil vapor and groundwater at a 1-acre site. Soil assessments revealed subsurface soil and soil vapor impacts of 1,2,3-trichloropropane, 1,2-dichloropropane, and 1,2-dibromo-3-chloropropane to 250 feet deep. Two soil vapor extraction (SVE) systems were installed and were monitored monthly under an air permit issued by the Air Pollution Control District. Reports were prepared and submitted annually. Media from the SVE system was treated with granular activated carbon. Groundwater was monitored quarterly and was impacted with agricultural chemicals above background levels. Groundwater quarterly reports were submitted to the Regional Water Quality Control Board. Due to extensive pumping in the area, the aquifer beneath the site went from confined to unconfined, creating a natural subsurface vacuum resulting in downward migration of contamination. The SVE system was optimized to counteract this phenomenon. Surface soil was impacted with metals and pesticides; concrete capping was implemented as an interim mitigation measure.

***Underground Injection Control Permitting and Consulting**, Confidential Client, San Joaquin Valley, CA*
Dr. Ghelerter acts as the liaison between the client and both the RWQCB and the California Geologic Energy Management Division (CalGEM). She is assisting an oil company in obtaining permits for underground injection control of applying an innovative sustainable production technology in California. Duties include compiling permit materials and coordinating with regulators.

***Oil Field Land Discharge Compliance and Hydrogeologic Investigation**, McLennan Oil Company, Midway-Sunset Oil Field, CA*
Dr. Ghelerter conducted hydrogeologic investigation and characterization of the subsurface and prepared a technical report for a small oil operation discharging to unlined wastewater ponds to comply with the RWQCB's Waste Discharge Requirements. The hydrogeologic investigation included reviewing electric logs to determine the location of subsurface fluids and whether those fluids were hydrocarbon-producing or groundwater, creating cross sections, and evaluating if produced wastewater from the unlined ponds would migrate to underground fluids.

***Oil Field Land Discharge Compliance and Hydrogeologic Investigation**, Engineers Oil Company, Midway-Sunset Oil Field, CA*
Dr. Ghelerter conducted hydrogeologic investigation and characterization of the subsurface and prepared a technical report for a small oil operation discharging to unlined wastewater ponds to comply with the RWQCB's Waste Discharge Requirements. The hydrogeologic investigation included reviewing electric logs to determine the location of subsurface fluids and whether those fluids were hydrocarbon-producing or groundwater, creating cross sections, and evaluating if produced wastewater from the unlined ponds would migrate to underground fluids.

***Initial Site Assessments**, Caltrans, Multiple Locations, CA*
Ms. Key has completed numerous Initial Site Assessments to evaluate roadways and adjacent properties for potential environmental conditions prior to the planned completion of roadway improvement, addition, and/or widening activities. Activities included a review of regulatory agency files, historical documents, including aerial photographs and topographic maps, a site reconnaissance, and completion of a final report and a Caltrans environmental checklist.
Site Investigations and Redevelopment

Chris Conkle, PE, GE

Principal

18 Years of Experience
14 Years with Geosyntec

Project Roles

- Task 4 Preliminary Geotechnical Investigation Approach and Planning Activities
- Task 9 Feasibility Report

Specialties

- Geotechnical engineering
- Seismic Risk
- Water resources engineering
- Low Impact Development

Education

- MS, Geoengineering, University of California, Berkeley
- BS, Civil Engineering, University of California, Berkeley

Registration & Certifications

- Registered Professional Engineer, Geotechnical, California, No. GE 2926
- Registered Professional Engineer, Civil, California, No. C 70923

Career Summary

Chris is a geotechnical engineer with over 15 years of experience in geotechnical engineering and project management, with over a decade of that experience in engineering consulting. His experience includes management and execution of design, analysis, quality assurance monitoring, and geotechnical investigations for a variety of geotechnical systems including dams and levees. The bulk of his current practice relates to performing and supporting dam safety evaluations and providing related support to dam owners.

Chris recently served as Geosyntec's principal-in-charge for work related to the ongoing modifications to the Flood Control District of Maricopa County's Cave Buttes Dam. Chris's dam safety experience includes serving as the project manager and technical lead for Geosyntec's Embankment Dam Stability Evaluation and On-Call Dam Safety projects for the Southern California Edison as well as participating in Risk Informed Dam Safety Workshops for other utilities. Prior to joining Geosyntec, Chris worked in the Water Resources division of the Los Angeles County Flood Control District. This division is trusted with providing for the safety of the Department's 14 major dams.

Relevant Project Experience

***Geotechnical Instrumentation for Cave Buttes Dam Modifications**, Flood Control District of Maricopa County, AZ*

Chris served as Geosyntec's principal-in-charge for Geosyntec's installation of geotechnical instrumentation at the Flood Control District of Maricopa County's (FCDMC) Cave Buttes Dam as a subcontractor to the project's general contractor. Geosyntec's scope of services in support of this tunneling under the embankment dam included installation, configuration and setup of the automated instrumentation (in-place inclinometers, borehole extensometers, automated motorized total stations, survey prisms) and automated data acquisition systems. Working collaboratively with the project designer and the FCDMC, Geosyntec implemented the instrumentation system on-time. The tunneling which was the subject of this monitoring was successfully completed in September 2020.

***On Call Dam Safety Support Services**, Southern California Edison, CA*

Chris is currently serving as project manager for a 5 year long on call dam safety contract providing a variety of dam safety support services to Southern California Edison. Among other items, Chris's team has performed the following tasks under his direction for dams within California.

- **Dam Safety Instrument Assessment**: For a large embankment dam site, Geosyntec evaluated the condition and functionality of twenty-nine (29) standpipe-type piezometer installations with vibrating wire transducers, associated electrical components, and an automated datalogging system. This evaluation used standard diagnostic tools to collect system information in combination with a field visit to assess the condition of the system and its components. Geosyntec prepared a letter report summarizing the findings based on a review of available information, onsite measurements, configurations, and observations.
- **FERC Part 12D Support**: Implementation of significant updates to the Supporting Technical Information Documents (STIDs) for several of Southern California Edison's dams in support of the FERC Part 12D process and annual reviews. These dams include embankment dams, concrete gravity dams and a concrete multiple-arch dam.
- **Seismic Evaluations of Gates**: Performed structural evaluations of a steel drum gate on a concrete multiple-arch dam. Developed a 3D finite element model of the drum gates and conducted evaluations considering hydrostatic, hydrodynamic and seismic loading.

- **Stability Evaluations for Embankment Dam**: Performed geotechnical stability evaluations for an embankment dam retaining a water supply reservoir with a height of over 200 feet which was originally constructed using hydraulic fill. Evaluations included an assessment of liquefaction potential and resulting static and seismic stability using residual strengths.
- **Stability Evaluations for a Concrete Gravity Dams**: Performed geotechnical and structural stability evaluations for a series of three concrete gravity dams and related earthen embankments retaining a reservoir with a height of over 200 feet which is part of a hydroelectric project.
- **Evaluation of Wave Overtopping**: To address questions raised by reviewers during the PFMA process, Geosyntec evaluated the potential for wave overtopping of a rockfill dam to threaten stability of the downstream slope of the dam.
- **Preparation of Field Investigation Works Plans for FERC Review**: Geosyntec prepared Field Investigation Work Plans to address potential dam safety concerns at a variety of facilities. These proposed geotechnical investigations including standard penetration tests (hollow steam auger, sonic drilling), deep borings, Cone Penetration Test soundings, and geophysical investigations. The facilities which were the subject of these work plans included embankment dams (both compacted and placed using sluicing) with heights up to 165 ft.

***Dam Stability Evaluations**, Southern California Edison Eastern Hydro Project, CA*
Geosyntec was retained by SCE as part of an ongoing Dam Safety and Risk Assessment Program (DSRAP) to better understand the risks associated with four of SCE's hydroelectric dams in the Eastern Sierra including embankment dams and both concrete and wood faced rockfill dams. Chris served as project manager and technical lead for this project which includes static and seismic stability evaluations for these dams under FERC guidelines. The projects involved the use of numerical modeling (including FLAC and Quad4M as well as seepage modeling) to estimate seismic deformations.

***Risk Informed Decision-Making (RIDM) Pilot Project**, Southern California Edison, CA*
Chris was retained by SCE to serve as the geotechnical engineering subject matter expert for the risk-based evaluation of concrete faced rockfill dam, as part of the semi quantitative and quantitative phases of the risk assessment of this dam under new FERC guidelines. This project is the first FERC regulated project to have a quantitative risk assessment conducted under these guidelines.

***Risk Informed Dam Safety Workshop,** Los Angeles Department of Water and Power, CA*
Geosyntec was selected by LADWP to provide its staff with training regarding risk informed decision making as applicable to the Department's dams. This training was the first of its kind for LADWP as the department begins to shift to a risk-based framework for evaluating their facilities. Chris assisting in facilitating the technical discussions during the training.

***Seismic Probabilistic Risk Assessment**, Southern California Edison, CA*
Chris led the geotechnical portion of the team pioneering the use of Probabilistic Seismic Risk Assessments on hydroelectric and gas fired power plants for SCE. The project ultimately provided clear and actionable recommendations to SCE which can be implemented to reduce the overall seismic risk for their generating assets.

***PS15-06, Seismic Evaluation of Structures at Plants 1 and 2**, Orange County, CA*
Chris is Geosyntec's project manager for this ongoing planning study with the Orange County Sanitation District. This multidisciplinary earthquake engineering project involves the combined geotechnical and structural evaluations of 60 existing structure at Plants 1 and 2. These Plants when considered together as a system comprise the 3rd largest wastewater treatment plant west of the Mississippi River. The PS15-06 Study will identify vulnerabilities, estimate planning- level budgetary costs to implement the retrofits, and prioritize the importance of implementing these measures.

***Los Angeles Water Wheel**, Los Angeles, CA*
The Los Angeles River Water Wheel will deliver water from the Los Angeles River for use at the Los Angeles State Historic Park. Flows from the Los Angeles River will be diverted into a tunnel before being lifted by the wheel to above ground elevation. Chris is the lead geotechnical engineer for this project which will include construction of a rubber dam within the Los Angeles River as well as an approximately 40-foot-deep excavation adjacent to Metrolink tracks and other infrastructure. This construction is within the Los Angeles River channel (including inlet and outlet structures) and hence has involved significant interface with the US Army Corps of Engineers including for the design related to dam safety.

Todd Olsen

Scientist

10 Years of Experience
4 Years with Geosyntec

Project Roles

- Task 7 Data Management/Project Chemist

Specialties

- Data Verification and Validation
- Chemistry/Laboratory Support Task Management

Education

- MS, Environmental Engineering, University of Illinois, Urbana-Champaign, Illinois, 2014
- BS, Chemistry, University of Montana, Missoula, Montana, 2008
- BA, Mathematics, University of Montana, Missoula, Montana, 2008

Registration & Certifications

- 40-Hour OSHA HAZWOPER

Career Summary

Todd Olsen has ten years of experience as a chemist performing a variety of analytical methods. He has four years of experience conducting analytical data verification and validation on environmental projects including organic and inorganic parameters for water, soil and air sample matrices. Additionally, Todd has led laboratory and sampling coordination on several projects.

Todd has over 4 years of experience conducting data verification and Stage 2A, 2B and 4 data validation. This experience includes the evaluation of organic and inorganic analytical methods for soil, water, and air sample matrices. Examples of Todd's experience include: routine validation of volatile organic compound, N-nitrosodimethylamine, and perchlorate data from groundwater samples for the Aerojet Rocketdyne Superfund Site; validation of priority pollutant data for national pollution discharge elimination system (NPDES) samples; contaminated site investigations with soil and water samples including data for volatile organic compounds, semi-volatile organic compounds, pesticides, herbicides, polychlorinated biphenyls, polycyclic aromatic hydrocarbons, polyfluoroalkyl substances, metals, extractable metals, mercury, methylmercury, hexavalent chromium and sulfide; and indoor and sub-slab air samples in support of vapor intrusion investigations.

Relevant Project Experience

***Aerojet Rocketdyne Superfund Site**, Rancho Cordova, California*
Todd is on a team that manages groundwater monitoring and reporting for various annual, semi-annual, and quarterly monitoring requirements for multiple Operable Units and in accordance with federal and state requirements for the Superfund Site. Todd also provides project quality assurance/quality control support, support for field investigations, and assists with groundwater monitoring and reporting programs and database management.

***Aerial Deposited Lead Investigations**, California Department of Transportation (Caltrans), Los Angeles, CA*
Todd coordinates field sampling, laboratory analyses and additional threshold-based analyses requests for several aerial deposited lead investigations along various highways in Los Angeles.

***NPDES Sampling and Monitoring**, Lincoln Center Environmental Remediation Trust (LCERT), Stockton, CA*
Todd coordinated the effluent and receiving water characterization study for LCERT between several laboratories and the field staff. This work included analytical method selection, laboratory contracting, field organization and laboratory communication.

***DoD Phase II Remedial Investigation Ogliuga Island Formerly Used Defense Site,** AK*
Todd conducted Stage 2B validation of the Phase II data sets including metals, petroleum hydrocarbons, VOCs, SVOCs and pesticides for soils, sediments and waters.

Todd Olsen

Data Verification and Validation

Todd has over 4 years of experience conducting data verification and Stage 2A, 2B and 4 data validation. This experience includes the evaluation of organic and inorganic analytical methods for soil, water, and air sample matrices. Examples of Todd's experience include: routine validation of volatile organic compound, N-nitrosodimethylamine, and perchlorate data from groundwater samples for the Aerojet Rocketdyne Superfund Site; validation of priority pollutant data for national pollution discharge elimination system (NPDES) samples; contaminated site investigations with soil and water samples including data for volatile organic compounds, semi-volatile organic compounds, pesticides, herbicides, polychlorinated biphenyls, polycyclic aromatic hydrocarbons, polyfluoroalkyl substances, metals, extractable metals, mercury, methylmercury, hexavalent chromium and sulfide; and indoor and sub-slab air samples in support of vapor intrusion investigations.

Stage	Project	Scope
2A	LCERT	Quarterly 2017-present: VOCs, TPH, SVOCs and metals
2A	Aerojet Rocketdyne	Daily 2017-present: VOCs, perchlorate and NDMA
2A	Cache Creek	2018: Mercury and methyl mercury
2A	Whittaker Groundwater Monitoring	Quarterly 2018-present: VOCs, metals, CrVI and perchlorate
2A	Caltrans	2019-present: Metals, TCLP metals, STLC metals
2A	Brisbane Poerable Unit 2	2019: Metals, pesticides, PCBs, SVOCs, TPH, VOCs and asbestos
2A	Port of Stockton	2019: VOCs, TPH, pesticides, dioxins, methyl mercury and metals
2A	Fort Morrow	2020: TPH, VOCs, PAHs, metals and CrVI
2A	Bryte Landfill	2020-2021: TPH, SVOCs, pesticides, PCBs, metals and anions
2A	Ogliuga	2020-2021: TPH, metals, PCBs, VOCs and PAHs
2A	SAFCA Sacramento Weir Widening Project	2021: TPH, pesticides, metals and mercury
2A	Target Davis Vapor Intrusion	2021: VOCs
2B	Joint Base Elmendorf-Richardson	2020: PCBs, pesticides, herbicides, PAHs and SVOCs
2B	Abbot Street and Harns Road Salinas	2022: Pesticides
4	Aerojet Rocketdyne	2022: Metals, CrVI and mercury

CrVI - Hexavalent chromium
NDMA - N-Nitrosodimethylamine
PAH - Polycyclic aromatic hydrocarbons
PCB - Polychlorinated biphenyl
STLC - Soluble Threshold Limit Concentration
SVOC - Semi-volatile organic compound
TCLP - Toxicity Characteristic Leaching Procedure
TPH - Total petroleum hydrocarbons
VOC - Volatile organic compounds

Julie Chambon, PhD, PE

Senior Engineer

9 Years of Experience
9 Years with Geosyntec

Project Roles
- Task 8 Modeling

Specialties
- Groundwater Fate and Transport Modeling
- Water Resources
- Hydrogeology

Education
- PhD, Environmental Engineering, Technical University of Denmark, Lyngby, Denmark, 2012
- MS, Environmental Engineering, Technical University of Denmark, Lyngby, Denmark, 2007
- MS, Engineering, Ecole Centrale de Lille, Lille, France, 2007

Career Summary

Dr. Chambon is a senior professional in Geosyntec's groundwater group. She is responsible for managing and supporting multiple projects that include water resources assessment, hydrogeological evaluation, groundwater flow and transport modeling, groundwater monitoring, remediation performance evaluation, site investigation and characterization, and well field design. Dr. Chambon has modeling, remediation, and strategic advisement experience with a wide variety and scale of sites. She applies her background in environmental engineering, hydrogeology, flow and transport modeling, and microbiology to remediation and water resources projects. Dr. Chambon has experience as a lead modeler for a groundwater modeling project to evaluate the feasibility of infiltration basins of recycled water and downgradient extraction for potable use at a project in Southern California.

Relevant Project Experience

***Multiple Remedies including Groundwater Extraction and Treatment for Potable Use and Surface Water Discharge**, Confidential Client, San Gabriel Basin, CA*

Dr. Chambon is the project manager for multiple remedies at San Gabriel Valley Superfund Site. The project includes development of a conceptual site model, groundwater flow model, designing and implementing a 1,500 gallon per minute (gpm) groundwater extraction and treatment system with treatment for potable use and a 200 gpm groundwater extraction and treatment system with discharge to surface water. Constituents to be treated include volatile organic compounds (VOCs), perchlorate, 1,4-dioxane, nitrate, metals, and total dissolved solids. Dr. Chambon is also the lead modeler on this project; she has updated an existing groundwater flow model and performed transient calibration. The FEFLOW model covered the entire San Gabriel Basin and consisted of 17 layers. The transient model was calibrated to a 40-year simulation period, and a series of datasets collected during multiple aquifer tests. Following model calibration, 30-year transient predictive simulations were performed to evaluate potential well field configurations for two proposed groundwater extraction systems. The model was also used to evaluate potential re-injection design for the remedy. The model will be used as a basis for monitoring and evaluating system performance during operation of the remedies.

***Groundwater Development and Augmentation Plan**, Los Angeles Department of Water and Power, Los Angeles, CA*

Dr. Chambon assists with management and technical analysis on a team developing a groundwater development and augmentation plan to enhance groundwater resources within the Los Angeles Plain south of the Elysian Narrows, including the Central, West Coast, Santa Monica, and Hollywood Basins. The work includes review and assessment of hydrogeological conditions, including groundwater flow modeling; hydraulic evaluation of the distribution system; and assessment of water sources for augmentation and treatment requirements.

***Ocean Water Desalination Subsurface Intake Study**, West Basin Municipal Water District, El Segundo, CA*

Dr. Chambon led the development of a guidance manual and screening tool for assessing feasibility of subsurface intakes for desalination facilities. The tool as developed as part of a feasibility study of subsurface intakes for a proposed desalination facility along the coastline of Santa Monica Bay, which require seawater intake rates of at least 40 million gallons per day (MGD). Dr. Chambon also assisted with the development of a cost estimate for implementation of a seabed infiltration gallery at El Segundo to support the preparation of the Environmental Impact Report by West Basin Municipal Water District.

***Recharge Feasibility Study**, Newhall County Water District, Castaic, CA*

Dr. Chambon is the lead modeler for a groundwater modeling project to evaluate the feasibility of infiltration basins of recycled water and downgradient extraction for potable use. Dr. Chambon developed and calibrated the flow model and

used it to assess multiple infiltration and extraction alternatives. The feasibility assessment was presented to the client and other stakeholders.

Numerical Model Calibration for Assessment of Water Supply Impacts, *Crystal Geyser, Cartago, CA*
Dr. Chambon reviewed and updated an existing groundwater flow model and performed steady-state calibration. The model was used to estimate the impacts of future pumping scenarios on groundwater level, spring flow, and other water supply wells in the area. The modeling results were included in the Groundwater Mitigation and Monitoring and Reporting Plan and contributed to the approval of the Crystal Geyser project.

Re-Injection Modeling Evaluation, Schlumberger Technology Corporation (STC), *Middlefield-Ellis-Whisman Superfund Site, Mountain View, CA*
Dr. Chambon led the development and use of a groundwater model to evaluate the feasibility of re-injection of extracted and treated groundwater. Dr. Chambon developed estimates of re-injection well capacity, and used the groundwater model to assess re-injection wellfield layouts, including evaluation of anticipated mounding and containment of the re-injected groundwater by the existing recovery wells.

Numerical Model Development for Groundwater Flow and Solute Transport, VOC Plume*, Santa Barbara County Public Works Department, Solvang, CA*
To predict the longterm behavior of a VOC plume, Dr. Chambon developed, calibrated, and performed predictive simulations of a numerical flow and transport model. The simulation period covered 30 years, with calibration focused on a 12-year period of available site data. The model was used to assess natural attenuation of the VOC plume and support the design of the monitoring network.

Numerical Model Development Strategy for Assessment of Source Remediation Alternatives, *LDD Technologies, Ashdod, Israel*
Dr. Chambon provided technical and project management support for development of a solute transport model to support the assessment of source remediation alternatives at an operating chemical plant. Dr. Chambon led the preparation of the work plan, including review of hydrogeological and analytical data at the site and regional scales, definition of model area and boundary conditions consistent with model purposes and available data, and determination of remediation scenarios to be evaluated using the model. The work plan was approved by the local regulatory authority. Dr. Chambon led the construction and calibration of the groundwater flow and solute transport model. The model was used to evaluate and compare multiple source reduction scenarios, including simulations of contaminant concentrations at downgradient monitoring and production wells.

Numerical Model Calibration for Assessment of Water Supply Impacts*, Crystal Geyser, Cartago, CA*
Dr. Chambon reviewed and updated an existing groundwater flow model and performed steady-state calibration. The model was used to estimate the impacts of future pumping scenarios on groundwater level, spring flow, and other water supply wells in the area. The modeling results were included in the Groundwater Mitigation and Monitoring and Reporting Plan and contributed to the approval of the Crystal Geyser project.

Numerical Model Development for Groundwater Flow and Solute Transport for Quarry Reclamation Plan*, Confidential Client, Aromas, CA*
Dr. Chambon developed, calibrated, and performed predictive simulations of a numerical flow and transport 3D model for assessing reclamation alternatives for a quarry. The model was used to assess the impact of the development of the quarry on local and regional groundwater flow in a complex geological system with multiple faults and fractures.

Groundwater Modeling Work Plan, Settling Work Defendants*, Omega Chemical Corporation Superfund Site, CA*
Dr. Chambon led the preparation of the groundwater flow modeling work plan for the Omega Chemical Corporation Superfund Site, Operable Unit 2. The work plan described the development and calibration of the groundwater flow model that would support design of the pump-and-treat system, selection of the compliance monitoring wells, and performance evaluation of the remedy after system startup.

Claire Wildman, PhD, PE

Senior Engineer

15 Years of Experience
10 Years with Geosyntec

Project Roles

- Task 8 Groundwater Quality

Specialties

- Site Investigation, Characterization, and Remediation
- Litigation Support
- Geochemistry Technical Expert

Education

- PhD, Environmental Science, and Engineering, California Institute of Technology, Pasadena, 2011
- MS, Environmental Science and Engineering, California Institute of Technology, Pasadena, 2007
- BS, Civil Engineering, magna cum laude, Washington University, St. Louis, Missouri, 2005

Registration & Certifications

- California Professional Engineer No. 83691
- 40-Hour OSHA HAZWOPER 29 CFR 1910.120(e)(3)I Training
- American Red Cross First Aid and CPR Certification

Career Summary

Dr. Wildman has over eight years of consulting experience in environmental engineering and project management, as well as eight years of prior academic research experience. In her consulting work, Dr. Wildman develops remediation strategies, work plans, feasibility studies, treatability studies, pilot studies, cost estimates, and remedial design and specification documents under the oversight of regulatory agencies. She applies her background in environmental engineering, water chemistry, and geochemistry to remediation and litigation technical support. Dr. Wildman's primary technical focus is on metals, and she is an active leader in Geosyntec's internal geochemistry practice group. Her selected project experience is described below.

Relevant Project Experience

***Evaluation of Copper Leaching from Sediments**, Confidential Client, New York City, NY*

Dr. Wildman performed geochemical modeling to evaluate leaching of copper from sediments under current conditions and under oxic conditions if sediments are disturbed. She used advanced software including Visual Minteq and Geochemist's Workbench to model the expected concentration of copper in sediment porewater under current and projected conditions, including complexation with solid- and dissolved-phase organic matter. The model results were paired with an ecological toxicology assessment to inform the client of potential risks of a remedial strategy to leave sediments in situ.

***Evaluation of Arsenic Background in Groundwater**, Confidential Client, Morris, KS*

Geosyntec supports a rail company and its consultant in evaluating the likely background concentration of arsenic in groundwater at a former rail yard in Kansas. The site is in the floodplain of the Kansas River, which is known to have an elevated arsenic concentration in soil and groundwater due to natural conditions. A nearby property owner has suggested that the former rail yard is the source of arsenic in their groundwater. Dr. Wildman and others have reviewed historical and regional arsenic groundwater data and provided a critical peer review to the sample collection program and statistical analysis performed by the other consultant.

***Ash Leaching Evaluation**, Waste Management, El Sobrante, CA*

Dr. Wildman performed geochemical modeling to help justify waste acceptance criteria for ash at a landfill. She used advanced software including Visual Minteq and Geochemist's Workbench to model the expected concentrations of the metals cadmium, copper, lead, and zinc in leachate when equilibrated with ash wastes. Geosyntec's effort helped gain approval from the Regional Water Quality Control Board for the waste acceptance criteria for ash.

***Feasibility Study for Remediation of Mercury in Groundwater**, Confidential Client, Oakland, CA*

Dr. Wildman reviewed technical data and coordinated with the lead consulting firm to develop remedial strategy for a former chlor-alkali site. Along with other Geosyntec practitioners, she helped the lead consulting firm draft a viable FS addendum based on bench-scale treatability testing for a permeable reactive barrier to treat dissolved mercury in groundwater. Currently, Geosyntec supports the development of an updated conceptual site model for groundwater.

***Conceptual Feasibility Study on Iodine Addition for Perchlorate in Drinking Water**, Confidential Client, Atlanta, GA*

Dr. Wildman researched and prepared a conceptual FS on the addition of iodine to drinking water supplies to mitigate the health impacts of low levels of perchlorate.

Geosyntec prepared and published a technical manuscript in the Journal of the American Water Works Association to assist in the client's push for regulatory approval of this risk mitigation strategy. The journal article was published in June 2015. Geosyntec continues to advise the client on regulatory feasibility aspects of this concept.

***Monitored Natural Attenuation (MNA) Framework at Coal Combustion Residuals (CCR) Sites**, Electric Power Research Institute (EPRI), National*
Dr. Wildman supported a multi-office Geosyntec team in developing an EPRI guidance document for owners and operators of CCR sites, such as ash tailings piles. The document presents a framework to implement MNA, where appropriate, for metals and inorganic constituents at CCR sites, in compliance with previous USEPA and Interstate Technology and Regulatory Council (ITRC) guidance documents as well as current CCR regulations.

***Source Characterization and Evaluation of Remedial Options**, Confidential Client, CA*
Geosyntec provides technical assistance to a client with a wastewater stream high in particulates, antimony, and boron. Services include an evaluation of the potential sources of antimony to the wastewater, an evaluation of on-site treatment options for antimony, an evaluation of treatment options for boron within the local wastewater treatment plant, and ongoing discussions with the local wastewater treatment plant operators. Geosyntec's technical guidance has helped the client's renovation project move forward with local permitting authorities.

***Peer Review Report of Ecological Risk Assessment for Deep-Sea Cyanide Tailings Discharge**, Lihir Gold Operation, Newcrest Mining Limited, Lihir, Papua New Guinea*
Dr. Wildman managed a multi-office Geosyntec team to review Lihir Gold Operation's Ecological Risk Assessment for Deep-Sea Cyanide Tailings Discharge, prepared for compliance with the International Cyanide Management Institute Code. Dr. Wildman maintained budget and coordinated the written report with technical findings from staff across the United States. The client then requested that Geosyntec prepare a single peer review panel report, synthesizing technical issues raised by Geosyntec and two other peer review teams hired by the client. The client was pleased with Geosyntec's effort for striking a balance between criticism of the ecological risk assessment report and understanding of the client's desire to comply with environmental regulations.

***Development of Predictive Tools for Assessment of Natural Attenuation Capacity and Treatment Transition at Chlorinated Solvent Sites**, SERDP, United States*
Geosyntec, in partnership with Dr. Natalie Capiro of Auburn University, Dr. Kurt Pennell of Brown University, and Dr. Mark Widdowson of Virginia Technical Institute, is conducting a research project through the Strategic Environmental Research and Development Program (SERDP) of the United States Department of Defense. Dr. Wildman is the project manager for this project, which entails fundamental research on the natural attenuation capacity of soils and aquifer materials for sites with chlorinated solvent plumes. Geosyntec's work focuses on coupling the findings of bench-scale experiments and contaminant fate and transport modeling with data available on project sites. The findings of this SERDP study, expected in 2023, will assist remedial site managers in evaluating and justifying the transition from active remediation to monitored natural attenuation on contaminated sites.

***Groundwater Remedial Technologies Review, United States Department of Energy Legacy Management**, Navarro Research and Engineering, Shiprock, New Mexico and Tuba City, AZ*
Dr. Wildman manages a project to evaluate groundwater remedial technologies to address contamination of United States Department of Energy Legacy Management Sites at Shiprock, New Mexico, and Tuba City, Arizona. Both sites are former uranium mills with capped piles of tailings in complex geological settings. Tailings and other residual source mass have leached into groundwater over years of operations prior to remedial activities beginning in the 1990s, leading to groundwater contamination with uranium, nitrate, and sulfate, among other constituents. Existing groundwater extraction and treatment systems are approaching their design lifetimes. Geosyntec's remedial technologies review includes in situ and ex situ technologies evaluated against the nine CERCLA criteria and recommends technologies to evaluate with further investigation activities.

Keaton Belli, PhD
Scientist

7 Years of Experience
3.5 Years with Geosyntec

Project Roles
- Task 8 Groundwater Quality

Specialties
- Biogeochemistry
- Soil And Groundwater Remediation
- Environmental Site Characterization

Education
- PhD, Biogeochemistry, Georgia Institute of Technology, Atlanta, 2018
- BS, Earth and Atmospheric Sciences, Georgia Institute of Technology, Atlanta, 2010

Registration & Certifications
- 40-Hour OSHA HAZWOPER 29 CFR 1910.120(e)(3)I Training
- American Red Cross First Aid and CPR Certification

Career Summary

Dr. Belli has three years of professional consulting experience and specializes in biogeochemistry and soil and groundwater remediation. He conducts field investigations, environmental media sampling, and data analysis to support soil and groundwater remediation projects. Dr. Belli has seven years of biogeochemistry research experience, including both laboratory and field studies, and his doctoral dissertation focused on the bioremediation of uranium-contaminated groundwater associated with nuclear processing facilities. Dr. Belli applies his experience in biogeochemistry, soil and groundwater sampling, and geochemical modeling to support remediation projects involving organic and inorganic contaminants in diverse geochemical and geological environments. Highlights of his experience include the following projects.

Relevant Project Experience

***Reconnaissance and Reporting**, Confidential Client, Port of Richmond, CA*
Dr. Belli performed beach reconnaissance near a former oil seep to identity visible sheens and water seeps within the intertidal zone of the San Francisco Bay. Reconnaissance included collecting photographs, global positioning system (GPS) locations, and detailed descriptions of visible sheens. Dr. Belli was the lead author of the Main Beach Inspection report, which was submitted to the San Francisco Bay Regional Water Quality Control Board.

***Uranium Mill Tailings Radiation Control Act Title I Sites**, Navarro Research and Engineering, United States*
Dr. Belli co-authored the revised Technical Approach to Groundwater Restoration (TAGR) for United States Department of Energy (DOE) sites regulated under Title I of the Uranium Mill Tailings Radiation Control Act (UMTRCA). The TAGR provides general technical guidance to implement restoration of uranium-impacted groundwater at Title I sites in accordance with requirements established under UMTRCA. Since publication of the original TAGR in 1993, several key programmatic documents and regulations have since been finalized. The revised TAGR clarifies groundwater restoration based on the standards promulgated by the United States Environmental Protection Agency (USEPA); recognizes current programmatic requirements, processes, and efficiencies for groundwater compliance actions plans and associated efforts; and incorporates advances in remedial technology and site management. This document will guide groundwater restoration efforts at 21 Title I sites across nine states and tribal lands.

***Regional Program for Multiple Superfund Sites**, Volatile Organic Compound (VOC) Release, Former Manufacturing Facilities, Mountain View, CA*
Dr. Belli served as task manager for the preparation of an annual progress report related to a mile-long, regional trichloroethene (TCE) plume. His responsibilities included kriging of groundwater contour maps and extraction well capture zones using KT3D contouring software, preparation of 20 large chlorinated solvent isoconcentration contour maps, and Mann-Kendall trend analysis of chlorinated ethene concentrations at over 360 well locations. Dr. Belli coordinated peer, senior, and client review and submission of the annual progress report to the United States Environmental Protection Agency.

***In-Situ Chemical Oxidation (ISCO) Injections**, Schlumberger Technology Corporation (STC), Middlefield-Ellis-Whisman Superfund Site, Mountain View, CA*
Dr. Belli served as field staff for ISCO injections of sodium permanganate and sodium persulfate in a commercial and high-profile area that contained soil and groundwater impacted by chlorinated solvents. He was responsible for on-site supervision of subcontractors, collection of field data prior to and during injections, and preparation of daily summaries of injection details. Dr. Belli served as the lead author of the report summarizing the ISCO injection event, which was submitted to the United States Environmental Protection Agency.

Keaton Belli, PhD

***Remedial Investigation and Pilot Studies at a Former Western Chemical Facility**, Confidential Client, La Mirada, CA*
Dr. Belli assists with analysis and interpretation of geochemical data from a bench-top treatability study. The study examines a site characterized by a large 1,4 dioxane, tetrachloroethene (PCE), and TCE groundwater plume. Dr. Belli's responsibilities include analyzing data from the treatability study to determine the efficacy of potential oxidants to be used in the forthcoming ISCO treatment at the site. He also assists with the design of the forthcoming ISCO injection pilot test.

***Groundwater Extraction and Treatment System Operations and Maintenance**, Confidential Client, CA*
Dr. Belli assists with the operation and maintenance of a groundwater extraction and treatment system (GETS) featuring a fixed-bed bioreactor for removal of VOCs, selenium, chromium, and perchlorate.

***Conceptual Site Model and Transport Modeling of Molybdenum in Soil and Groundwater at a Molybdenum Processing Facility**, Confidential Client, IA*
Dr. Belli contributed to the development of a conceptual site model at a molybdenum processing facility where soil and groundwater are impacted by molybdenum. Dr. Belli evaluated soil and groundwater geochemical data to identify the dominant geochemical processes controlling the subsurface mobility of molybdenum. Based on the conceptual site model, Dr. Belli assisted with the development of a molybdenum fate and transport model and led the incorporation into the model of geochemical processes that retard the transport of molybdenum in groundwater. The molybdenum transport model successfully reproduced groundwater molybdenum concentrations at the site and was used to assess future changes to the molybdenum groundwater plume in response to operation and management of on-site groundwater production wells. Dr. Belli contributed to a technical memorandum that summarized the results of the molybdenum modeling exercises and was incorporated into a Remedial Action Plan.

***In Situ Biological Remediation (ISBR) System Operations and Maintenance**, Confidential Client, CA*
Dr. Belli assists with routine operations and maintenance of an ISBR remedy designed to reduce perchlorate concentrations within an isolated sand lens via pulsed injection of emulsified vegetable oil (EVO) into recirculated groundwater. Dr. Belli is involved in the analysis and interpretation of geochemical field data from the site to assess the efficacy of the remedy, and he summarizes these findings in the annual groundwater monitoring report submitted to the Regional Water Quality Control Board.

***Geochemical Controls of the Microbially Mediated Redox Cycling of Uranium and Iron**, Georgia Institute of Technology , Atlanta, GA*
For his Ph.D. dissertation, Dr. Belli studied microbial uranium reduction as a bioremediation strategy to address uranium-contaminated groundwater associated with nuclear processing facilities. This research investigated the effects of groundwater composition on uranium bioreduction kinetics and identified the geochemical conditions under which iron oxides are predicted to enhance or hinder uranium removal from solution via dissimilatory uranium reduction. These results were incorporated into a geochemical kinetic model that successfully reproduced the rate of uranium removal from groundwater over a wide range of conditions. Overall, this body of work identified geochemical parameters that should be considered when implementing uranium bioreduction technologies and advanced the ability to predict the fate of uranium in geochemically diverse environments.

***Source, Composition, and Stability of Soluble Iron Fluxing from Continental Margin Sediments**, Georgia Institute of Technology, Atlanta, GA*
Dr. Belli spent eight weeks aboard the research vessel (R/V) Savannah investigating the flux of soluble iron from ocean sediments along the North Atlantic continental margin. Dr. Belli managed the onboard wet chemistry laboratory and was responsible for sediment core collection, core sectioning and porewater extraction, onboard porewater analysis, sample inventory, and sample storage.

Mike van den Enden, PG

Senior Geologist

16 Years of Experience
1 Years with Geosyntec

Project Roles
- Task 8 Infiltration Methods

Specialties
- Hydrogeology
- Groundwater monitoring and assessment
- Hazardous materials/waste management

Education
- BS, Geology, California State University, Stanislaus

Registration & Certifications
- California Professional Geologist No. 9286

Career Summary

Mike is a senior geologist and project manager with 16 years of experience in project management support, remedial investigations/feasibility studies, and remedial actions at hazardous waste sites. He provides expertise related to hazardous materials/hazardous waste services during the preparation of multiple ISAs in accordance with lead agency standards and related consulting for the Environmental Impact Report (EIR) and has assisted in the preparation of EIRs with respect to hydrogeology, geology, and hazardous materials assessments and other associated planning documents. Mike has been the lead professional geologist for various types of projects throughout California, including evaluation and interpretation of data for technical reports, geophysical evaluations, geological investigations, geologic field mapping and interpretation, borehole logging, soil classifications with an emphasis on USCS classification, measurement of soil mechanic properties using the Atterberg limits, interpretation of groundwater chemistry trends, aquifer vulnerability analysis, and field identification of rocks and minerals.

Mike has extensive experience as a contract and project manager, supporting environmental programs, contracts, and projects. These projects include site investigation and remediation services; hazardous materials and hazardous waste management; asbestos, lead-based paint; PCB management; and regulatory compliance on contaminated sites across central and Northern California. He has superior project management skills and places a high value in being responsive to his clients. Mike is an effective communicator and clients appreciate his advocacy on their behalf and has successfully led projects to close on schedule and on budget.

Relevant Project Experience

Environmental Site Assessment, *BLT Property, Sacramento County, CA*
Responsible geologist for the site reconnaissance and preparation of a Phase I ESA on the property identified by the Sacramento County Assessor's Office as Assessor's Parcel Number (APN) 215-0244-027. During the Phase I ESA, recognized environmental conditions (RECs) were noted, including groundwater beneath the site, and surface water/sediment contamination along Don Julio Creek. Mike also performed a limited Phase II ESA to address the RECs discussed in the Phase I ESA by collecting surface water/sediment samples to assess for these potential RECs.

SAFCA Area Wide Due Diligence Environmental Assessment for Natomas Basin Levees, *Sacramento and Sutter Counties, CA*
Provided technical oversight for Phase I ESAs for this area-wide due diligence assessment of properties owned by approximately 200 individual landowners along the Natomas Basin in Sacramento and Sutter Counties. The purpose of the due diligence assessment was to evaluate environmental conditions that could affect the proposed levee upgrade project. In the preliminary evaluation, properties were screened for potential presence of hazardous materials, recognized environmental conditions, and identified "significant data gaps". Based on the results of the preliminary evaluation, individual properties with potential recognized environmental conditions were further evaluated in accordance with the ASTM Phase I ESA E 1527-05 process.

Rice Pesticide Monitoring Program, *California Rice Commission, Sacramento, CA*
Mike was the primary point of contact and program manager responsible for implementation of surface water sample collection and coordination of laboratory samples and analysis to monitor drainage basin water for sediment load and pesticides used for the production of rice. He was responsible for the review and quality assurance of field parameters and laboratory analysis reported to the California Rice Commission. Results were compiled and discussed in the annual groundwater assessment report as required under the Regional Water Quality Control Board's long-term irrigated lands regulatory program. Mike worked directly with the California Rice Commission and Yuba County Water Agency

Mike van den Enden, PG

Groundwater Sustainability Agency for the placement of shallow groundwater monitoring wells that would be used to monitor first encountered groundwater trends.

Groundwater Consultation, *Sacramento County Waste Management District and Recycling, Sacramento, CA*
Mike was the primary point of contact and project manager responsible for preparing a Corrective Action Program Monitoring Well Rehabilitation-Reconstruction Work Plan. He helped to prepare a detailed conceptual model of the hydrogeologic environment to address the notice of violation issued for wells that were determined to be dry. The Work Plan provided rationale for using other existing monitoring wells to replace the dry wells in the monitoring program. Mike prepared a pilot study to evaluate the effectiveness of extracted groundwater being directed to designated, on-site infiltration basins. This was meant to reduce the carbon footprint of the groundwater treatment system and provide a beneficial re-use of groundwater through aquifer recharge, following written executive officer approval from the Water Board. Under the National Pollutant Discharge Elimination System, the Kiefer Road landfill groundwater treatment plant was authorized to discharge up to 2.17 million gallons per day of extracted groundwater into Deer Creek or to an on-site sedimentation basin during maintenance treatment system operations.

On-Call Environmental Compliance and Program Development Services, *Sacramento Municipal Utility District (SMUD), Sacramento, CA*
Mike was the program manager for numerous environmental projects on a multi-year, on-call contract. He oversaw and performed regulatory compliance (RCRA, TSCA); Phase I and II Environmental Site Assessments; soil removal; environmental compliance program development; environmental health and safety; site investigation and remediation design; UST removal and sampling; stormwater management; PCB management; training; emergency response planning; greenhouse gas reporting; and hazardous materials and hazardous waste management.

PCB Management, *SMUD, Sacramento, CA*
Mike was the project manager and point of contact that worked with SMUD for the PCB notification and remedial management plan. His responsibilities included developing the scope of work and preparing cost proposals, work plans, and notifications to the United States Environmental Protection Agency (USEPA). Other tasks included collecting soil samples and performing statistical data analysis for soils containing PCBs. Mike worked closely with SMUD project managers to develop the approved PCB notification and remedial plan for SMUD headquarters' building renovation project to manage PCB remedial waste in accordance with the USEPA's risk-based disposal criteria.

Phase II Environmental Site Assessments (Phase II ESA), *Various SMUD Locations, Sacramento, CA*
Mike was the project manager responsible for conducting subsurface investigations utilizing hand-auger, hollow-stem, direct-push drilling, and CPT methods, groundwater well installations, groundwater monitoring, and groundwater well destructions. He coordinated underground storage tank (UST) removal activities and performed sampling and profiling of excavated contaminated soil for offsite disposal at licensed facilities.

California Highway Patrol Academy Site Investigation and Remediation, *Department of General Services (DGS), West Sacramento, CA*
Mike managed this $1+ million, 5-year contract involving site investigation and remediation work at the California Highway Patrol Academy where a release from an onsite UST resulted in soil and groundwater contamination. He coordinated and oversaw the removal of existing USTs and was responsible for costs, client coordination, preparation of work plans, assigning pre-field tasks to staff, conducting safety meetings, and coordinating field activities. Mike provided oversight of the UST Removal Work Plans, Underground Service Alert notifications, geophysical surveys, UST excavation and disposal; soil sampling and waste disposal as well as preparation of removal report, and coordination with regulatory agencies including Yolo County Division of Environmental Health Services (YCDEHS) and UST Tank Fund. Follow-on work included preparation and submittal of additional site investigation work plans for well installations, hydro-punch groundwater sampling, additional well installations, and implementation of further remedial action plans.

Brandon Steets, PE

Senior Principal

22 Years of Experience
18 Years with Geosyntec

Project Roles

- Task 8 Infiltration Methods

Specialties

- Stormwater planning and permitting
- Water quality modeling and monitoring studies

Education

- MS, Environmental Engineering, University of California, Santa Barbara, 2000
- BS, Environmental Engineering, Rensselaer Polytechnic Institute, Troy, New York, 1998

Registration & Certifications

- Registered Professional Engineer, Chemical, State of California, No. CH6132

Career Summary

Brandon Steets is a Senior Principal based in Santa Barbara with over 20 years' experience. Mr. Steets specializes in NPDES and TMDL regulations, pollutant source investigation, watershed water quality modelling, and Green Infrastructure design. He often serves as technical expert on Clean Water Act litigation. He is a frequently invited speaker, including to statewide audiences through CASQA, SWRCB webinars, California Association of Sanitation Agencies, and the California Lawyers Association. He has led online training for nationwide organizations including ASCE and ITRC. His projects have been recognized with awards from ASCE, CASQA, and NACWA. He is a trusted resource to regulators, having led multiple high profile studies for the SWRCB (e.g., statewide drywell guidance, modeling for new instream flow criteria, septic nutrient source tracking, and modeling for the 2018 IGP Amendment alternative compliance options) that may form the basis of new statewide regulation or policy or modify an existing TMDL. And he helped develop new guidance for state regulators nationwide, for ITRC's Stormwater BMP Performance and Harmful Cyanobacteria Bloom teams.

Mr. Steets is a subject matter expert on bacteria issues, including Microbial Source Tracking (MST), risk assessment, and modeling. He was a member of the SWRCB's Clean Beaches Task Force, stormwater focus group member for the Statewide Bacteria and Numeric Nutrient Objectives Updates, co-editor of the ASCE report Pathogens in Urban Stormwater Systems, co-author of the Colorado E. coli Toolbox guidance manual, expert peer reviewer on coastal bacteria topics for the journal Water Research, and advisor to the National Water Research Institute on MST issues. He has published articles in Stormwater Magazine and Water Research on bacteria treatment and modeling. He supported a SWRCB-funded MST study with UCSB that was the first to publish on sewer exfiltration into storm drains. He has led or supported roughly 20 bacteria-controlled MS4 watershed plans, resulting in the planning of over $6 billion in new green infrastructure, and was a TAC member for the San Francisco region's Reasonable Assurance Analysis (RAA) guidance.

Relevant Project Experience

***Statewide Drywell Guidance**, CA*
Project director for development of new statewide guidance for drywell siting, design, installation, maintenance, and monitoring. Includes review of existing data and published studies, identification of research needs and gaps, development of a framework to assess risks to groundwater quality, and management of a Technical Advisory Committee.

***Redding Stormwater Resource Plan (SRP)**, Redding, CA*
Project director for a SRP developed per State Water Board guidelines, for local MS4 agencies to access Proposition 1 state grants. Includes public parcel screening, structural BMP project prioritization and design concept development, hydrologic and water quality modeling for estimation of water supply capture and pollutant load reduction benefits, capital and O&M cost estimation, quantification of other multi-benefits, and stakeholder outreach support. Includes BMP feasibility assessment, 30% design, and implementation grant application development for multiple top priority projects.

***Lower Santa Clara River Bacteria TMDL Implementation Plans**, Ventura County, CA*
Project director for an Implementation Plan for agencies in the Lower Santa Clara River watershed, including identification/prioritization of structural and non-structural BMPs, Reasonable Assurance Analysis watershed modeling, implementation cost estimation, and recommendations for future monitoring and special studies. Includes development of multiple regional infiltration project design concepts for four cities and the County.

***Santa Barbara Countywide Stormwater Resource Plan (SRP)**, Santa Barbara County, CA*
Project director for development of a Countywide SRP, for County MS4 agencies to access State grants. Includes parcel screening, feasibility and permitting assessment, perc testing, project prioritization, conceptual through preliminary (30%)

design, modeling of water supply and pollutant load reduction benefits, quantification of other multi-benefits, capital and O&M cost estimation, and stakeholder outreach support.

***Confidential Stormwater Litigation Support**, Major Northern California Power Utility*
Retained as technical expert to support negotiation of Consent Decree with environmental NGO plaintiff related to stormwater runoff from treated wood pole storage areas at over two dozen facilities, under RCRA (Ecological Rights Foundation v. Pacific Gas and Electric Company, U.S. District Court N.D., Cal. Case No. 3:10-cv-00121-RS; settled). Includes analysis of sampling results, recommendations for numeric benchmarks and dioxin TEQ calculation/reporting procedures, and development of a stormwater sampling plan and BMP pilot study plan, to evaluate treatment performance among multiple BMP options. Ongoing work includes implementation of settlement – BMP design, construction, performance sampling, dilution factor calculations, and reporting.

***Confidential industrial wastewater and stormwater WDR and NDPES permitting and enforcement support**, Central Valley turkey processing facilities, CA*
Retained as regulatory expert to support outside counsel in response to potential enforcement action. Followed by development of WDR permit application for discharge of treated industrial wastewater and stormwater to pasture land. Includes water and pollutant mass balance modeling to evaluate antidegradation of groundwater for salts and nutrients, hydrogeological assessment, regulatory negotiation to support successful acquisition of new individual WDR permit, and ongoing permit compliance reporting. Involvement now extended to other facilities with tasks including discharge permit application for industrial stormwater (statewide IGP), compost stormwater (other statewide general NPDES permit), and discharge to land for small municipal wastewater treatment system (individual WDR order).

***San Francisco Baykeeper v. Cities of Sunnyvale and Mountain View**, Santa Clara County, CA*
Retained as technical expert supporting municipalities on Clean Water Act citizen suit case against NGO plaintiff over alleged non-compliance with regional MS4 NPDES permit and alleged bacteria Water Quality Standard exceedances. Includes technical analysis of MST data and claims of sewer exfiltration, and regulatory analysis of permit compliance. Tasks include production of expert and rebuttal reports, review of plaintiff expert reports, and deposition.

***Santa Monica Bay (SMB) Enhanced Watershed Management Plans (EWMPs) and Coordinated Integrated Monitoring Plans (CIMPs)**, Multiple Cities, Los Angeles County, CA*
Senior reviewer of CIMPs, to meet MS4 Permit receiving water and outfall monitoring requirements, and of Work Plans and EWMPs, including BMP identification and RAA modeling to demonstrate compliance with bacteria TMDL-based limits and other water quality standards, using the SBPAT and WMMS/LSPC models. The four SMB EWMP Groups include North SMB (led by City of Malibu), SMB J2/3 (led by City of Los Angeles), Southbay Beach Cities (led by Redondo Beach), and Peninsula Cities (led by Rancho Palos Verdes).

***South Orange County Water Quality Improvement Plan (WQIP)**, Orange County, CA*
Chief architect of a first of its kind, MST-based Pathogen Control Strategy to address the regional bacteria TMDL (including RAA modeling), in the first WQIP or EWMP in the State to address a bacteria TMDL primarily through source control rather than Green Infrastructure, with potential to reduce cost by over $600M while achieving greater public health protection. Ongoing work involves testing dry weather source water types (potable, reclaimed, sewage, groundwater) using novel forensic tools (community sequencing, pharmaceuticals and personal care products, ions, isotopes, HF183, and HF183 with PMA viability dye) to differentiate flow sources to MS4s.

***San Diego Bay Sediment Recontamination Study**, Paleta Creek and Naval Base San Diego, San Diego, CA*
Water quality monitoring plans, installation and programming of autosamplers, WinSLAMM model review/interpretation, data analysis, and reporting to evaluate risk of industrial and urban stormwater in recontaminating sediment remediation sites. Collaboration with researchers from Texas Tech, Univ. of Michigan, US Navy's Space and Naval Warfare Systems Command (SPAWAR), and Univ. of Alabama, and funded through Department of Defense Strategic Environmental Research and Development Program (SERDP) grant.

Scott Struck, PhD

Principal

19 Years of Experience
10 Years with Geosyntec

Project Roles

- Task 8 Infiltration Methods

Specialties

- Stormwater and Watershed Management
- Tool Development and Modeling of Stormwater BMPs
- Watershed Planning and Implementation
- Monitoring and Performance of Stormwater BMPs
- Policy Development and Training

Education

- PhD, Water Resources Management, Indiana University, Bloomington, IN, 2003
- MS, Water Resources Engineering and Management, Indiana University, Bloomington, IN, 2001
- MPA, Env. Policy and Natural Resource Mgmt., Indiana University, Bloomington, IN, 2001
- BS, Zoology, University of Washington, Seattle, WA, 1995
- BA, Psychology, University of Washington, Seattle, WA, 1995

Career Summary

Dr. Struck has 20 years of water resources experience with a focus on planning and implementation of stormwater management practices including green stormwater infrastructure to meet drainage and NPDES permit requirements. He is experienced in infrastructure prioritization, modeling, design, optimization, real-time controls, monitoring, performance assessment, economic and triple bottom line cost analyses, and integrated watershed planning. He has participated in projects throughout North America and has contributed to the development of several computational stormwater management and cost tools, including the cost module of EPA's National Stormwater Calculator and the US National Academies of Sciences Watershed-Based Planning Approach and Toolbox. Dr. Struck serves as an associate journal editor for the Journal of Sustainable Water in the Built Environment and is currently the President of the Environmental and Water Resources Institute of the American Society of Civil Engineers.

Relevant Project Experience

***Evaluating Low Impact Development (LID, Green Infrastructure) and Surface Water – Groundwater Interactions**, Los Angeles County Public Works, Los Angeles, CA*
Dr. Struck is project manager of this effort to better understand and quantify the volumetric benefits of various types of green stormwater infrastructure to provide water supply, aquifer recharge, prevent saltwater intrusion, and improve stormwater quality or receiving systems. Teamed with the Department of Energy's Lawrence Berkeley National Laboratory and partnering with the US Bureau of Reclamation and the US Geological Survey, this project is collecting data to support surface water and groundwater models to better quantify the benefits of infiltrating stormwater and developing integrated and secure sources of groundwater supply while improving the water quality of stormwater runoff.

***Beach Cities Enhanced Watershed Management Planning and Safe, Clean, Water Application**, City of Manhattan Beach, City of Hermosa Beach, City of Torrance, and the County of Los Angeles Department of Public Works, CA*
This project supports municipal stormwater compliance through capture and treatment of stormwater runoff that to enhance groundwater replenishment, protect local beaches, improve overall water quality, and reduce local flooding providing integrated, multi-beneficial outcomes. The project leverages existing flood control infrastructure with a retrofit to infiltrate 140 ac-ft per year of stormwater runoff supplementing groundwater supply in the shallower aquifer and providing preventing seawater intrusion. Dr. Struck is the project manager.

***Regional Bioretention Literature Review and Volume 3 Update**, Mile High Flood District (Urban Drainage Flood Control District), Denver, CO*
Dr. Struck is assisting the MHFD by providing a literature review of bioretention design and construction information to provide additional understanding of various material and design aspects to improve the water quality performance and improve plant survivability. Following the literature review, Geosyntec assisted MHFD as a team member to Update Volume 3 - Chapter 4 (Post Construction SCMs) of the Urban Storm Drainage Criteria Manual. Geosyntec has participated in stakeholder meeting as well as developed additional information to support bioretention media selection as well as the development of specialized media to target specific pollutants.

***3rd Party Stormwater Program Audit**, City of Austin, Austin, TX*
Dr. Struck was technical lead for this project which assessed over 30 years of SCM performance data to document whether the City of Austin was 1) reducing pollution load to receiving waters to the maximum extent practicable and 2) were they maintaining and increasing baseflows in waterways to the maximum extent

Scott Struck, PhD

Registration & Certifications

- Professional Wetland Scientist, Assoc. of Prof. Wetland Scientists, 2006 (No. 1655)
- Institute for Sustainable Infrastructure Certified Envision Sustainability Professional, 2017 (No. 23008)

practicable. Geosyntec's provided this 3rd party audit through collection of City stormwater monitoring data sets, reports, criteria and design manuals, and inspection and maintenance practices to evaluate how well the existing programs, projects, guidance documents and permitting processes met regulatory objectives and provided recommendations on how programs and processes might be improved.

***Green Infrastructure Project Identification and Conceptual Design**, City of Omaha, Omaha, NE*
This project evaluated five City of Omaha watersheds to identify and develop integrated stormwater management infrastructure projects that would be included in the City's Long-Term Control Plan Update. The project developed a multi-objective decision analysis (MODA) evaluation process that identified over 50 specific opportunities, impacting over 3,500 acres of runoff into the combined sewer system. These opportunities included public and private property and greening of City streets and management of runoff from limited access roadways. Five projects were selected based on volumetric and flow performance and cost effectiveness (i.e., 20-year life cycle cost/gallon of CSO volume reduced). Conceptual designs were developed to support design and next phases. The selected projects maximized initial investment made by the City by exploring right of way and other regional facilities located on public property. Dr. Struck was the project manager.

***Blacksnake Creek Wastewater/Stormwater Separation Improvements using Green Infrastructure and Real Time Management**, City of St. Joseph, St. Joseph, MS*
Geosyntec's role in the stormwater separation diversion structure and channel improvements on Blacksnake Creek was to develop and design green infrastructure and real time control projects to support the diversion of stormwater (creek water), for the CSO control design storm event, from the Blacksnake Creek combined sewer system to a new stormwater conduit. Geosyntec was tasked with planning and developing conceptual (30%), draft (60%) and final designs (90%, 95%, and 100%) for several kinds of green infrastructure as a part of combined system separation. Tasks include screening and evaluation of potential locations, hydrologic and hydraulic modeling, site inspection and feasibility analyses, evaluation of Real Time Control Concepts at Potential Sites, and conceptual, draft final, and final designs. In addition, Dr. Struck is involved in conducting public meetings and workshops assisting project and City staff in understanding and promoting the implementation, operation, and maintenance the selected green infrastructure and real time

***Green Stormwater Infrastructure Joint Program Management Services**, Seattle Public Utilities and King County-Wastewater Treatment Division, Seattle, WA*
Seattle Public Utilities (SPU) and King County's Wastewater Treatment Division (WTD) have implemented a green stormwater infrastructure program for the City of Seattle to reduce the volume of stormwater runoff and improve water quality. Dr. Struck was a part of a team that provided development of equivalency policies with state regulatory requirements, monitoring, modeling, operation and maintenance, and economic triple-bottom-line evaluation of programmatic elements.

***Colorado Regulation 85 Nutrient Data Gap Analysis**, Colorado Stormwater Council and Urban Drainage Flood Control District, Denver, CO*
For Municipal Separate Storm Sewer Systems and Colorado Discharge Permit System permittees, Regulation 85 requires public education and outreach on stormwater impacts associated with nutrients, pollution prevention/good housekeeping for municipal operations, and data collection regarding the approximate nitrogen and phosphorus contribution to state waters due to discharges from MS4s. The project determined whether adequate information exists to allow for determinations of representative nutrient estimates by statistically evaluating Front Range municipal data collected in the past. In this way, future data collection can be focused on areas that have a paucity of data to address the remaining information requirements under Regulation 85. Dr. Struck was project manager for Geosyntec.

***Stormwater Management Planning and Permitting Support**, General Services Administration, Denver Federal Center, Lakewood, CO*
Dr. Struck has provided permit and compliance assistance through development of the installation Stormwater Management Plan and assistance with EPA interviews and audits. Additional compliance assistance was delivered through review of the Draft MS4 permit as well as developing necessary facility education and workshop training.

Additional services were provided through facility inspection and monitoring of dry weather flows and modeling as a part of future facility master planning.

***Third Fork Creek Watershed Planning and Design**, Durham, NC*
Dr. Struck was task manager for a $1M+ planning and design project in Durham, NC. Dr. Struck led teams for included stream assessment, stormwater retrofit planning and design, LID implementation, and BMP maintenance to meet programmatic goals for Third Fork Creek.

***Pipers Creek Flow Control Plan**, Seattle Public Utilities, Seattle, WA*
Dr. Struck initiated efforts to assess the data available for the hydrology model used in Pipers Creek analyses. He also was a part of developing a standardized data assessment process that included development of a data inventory, creation of a data management system for geospatial and other electronic data, review of available data, evaluation of suitability of data compared to data needs, and identification of important data gaps. Scott also contributed to developing data quality objectives and a data collection QAPP that complies with SPU's QAPP guidelines.

***Comprehensive Load Reduction Program for Pollutant Load Reductions and Environmental Compliance**, City and County of San Diego, San Diego, CA*
To improve the efficiency of limited planning resources, and to take advantage of an extended 20-year wet weather compliance timeline, The San Diego NPDES Co-Permittees have chosen to address multiple pollutants of concern through a comprehensive load reduction program strategy. Dr. Struck provided review of approaches taken and draft documents submitted for the evaluation and prioritization of regional and distributed stormwater management controls to meet load reduction requirements for multiple pollutant impairments within the five City of San Diego watersheds, as well as the San Luis Rey and Upper San Diego Rivers.

***Orange County Transportation Authority Measure M2 Environmental Cleanup Program Tier 2 Grant Evaluation Assistance**, County of Orange, Santa Ana, CA*
Dr. Struck assisted a team in applying an integrated model to identify and categorize strategically effective areas for prioritizing best locations for water quality mitigation. He led the team in developing an evaluation methodology for determining cost-effective ranking of stormwater improvement plan submittals based on criteria developed through a technical advisory committee. The methodology ranked projects to determine award allocations to assist in implementation of the project with the greatest cost-benefit efficiency for stormwater improvements.

***Stormwater Strategic Planning**, City of San Diego, CA*
In order to ensure that stormwater management activities are sufficiently and cost-effectively contributing to an overall improvement water quality throughout the City, Dr. Struck assisted with the City's stormwater strategic planning section (now within the Streets Division) to establish a systematic method for evaluation of BMP costs and impacts. He developed methodologies for collecting and organizing key information for programmatic evaluations and structural BMP performance for permit compliance within the City's watersheds.

***Los Angeles County Watershed Planning**, Los Angeles, CA*
This project provided watershed planning assistance to prioritize and cost optimize implementation of stormwater controls to meet regulatory requirements. Dr. Struck has been involved with selection, design, placement, and cost optimization of runoff management and source control practices (LID and Green Infrastructure techniques) providing decision support for watershed planning and capital improvement projects in the unincorporated areas of Los Angeles County. Dr. Struck also assisted Los Angeles County engineers in the development of cost benefits analyses tools to assist in BMP selection.

***Otay Mesa Engineering and Drainage Reports Review**, City of San Diego, San Diego, CA*
Dr. Struck managed this project which provided review of existing stormwater management plans, current land use and drainage patterns based on GIS data, and other relevant information to evaluate recommended improvements in the drainage plans of the Otay Mesa Area of San Diego. The project provided detailed review of previously completed planning and engineering reports and local and county storm water regulations to develop recommendations for the placement and design of storm water-management facilities and restoration projects that may be required to mitigate impacts to sensitive areas (e.g., vernal pools) and manage stormwater runoff.

Mason Albrecht, PE

Senior Engineer

14 Years of Experience
8 Years with Geosyntec

Project Roles
- Task 9

Specialties
- Investigation and Remediation
- Vapor Intrusion Assessment and Mitigation
- Stormwater Compliance
- Landfill Operations
- Water/Wastewater

Education
- MS, Civil and Environmental Engineering, Stanford University, 2006
- BS, Civil and Environmental Engineering, University of California, Davis, 2004

Registration & Certifications
- California Professional Engineer No. 78130
- 40-Hour OSHA HAZWOPER 29 CFR 1910.120(e)(3) In Training
- 8-Hour OSHA Supervisor Training

Career Summary

Mason Albrecht has 14 years of experience implementing projects for the environmental remediation and water resources sectors. Mason has broad based project experience in site investigation, remediation, treatment system design, civil design, construction management, and operation and maintenance (O&M).

Relevant Project Experience

Engineering Consulting and Operation and Maintenance for CERCLA site, *Aerojet Rocketdyne, Rancho Cordova, CA*

Mason currently serves as the task manager and lead project engineer for engineering, O&M, and permit compliance support for several groundwater extraction and treatment (GET) systems that address a regional perchlorate, N-Nitrosodimethylamine (NDMA), and a volatile organic compounds (VOC) plume associated with former rocket manufacturing operations. He and the team developed O&M manuals for the GET systems with a detailed matrix of GET system parts and equipment inventory; description of component criticality and failure analysis; and maintenance checklists and procedures. The O&M manuals are a practical maintenance tool to be used by GET system operators. The purpose of the revised O&M protocols is to improve operational efficiency, reduce the risk of release of contaminants to the environment, and reduce non-routine O&M costs. Mason's team has completed several engineering evaluations for the GET systems to improve treatment effectiveness and reduce O&M costs. For example, the team performed evaluations of several alternatives for water treatment and operations modifications to manage perchlorate in groundwater at two of the GET systems. The team also evaluated alternatives for management of biofouling in GET system extraction wells to reduce fouling of influent bag filters and O&M costs. Mason manages a complex national pollutant discharge elimination system (NPDES) discharge permit that incorporates discharge of treated water from 10 different GET systems. His support engineering staff is responsible for coordinating monthly flow monitoring, treatment system sampling, and reporting activities. This requires extensive experience with acute and chronic aquatic toxicity monitoring and toxicity reduction evaluations. The engineering staff has been able to successfully manage and coordinate several different team members while complying with the NPDES requirements, including GET system operators, sampling subcontractors, couriers, laboratories, and database managers.

Remedial Action Evaluation, Optimization, and Project Management, *Baldwin Park Operable Unit (BPOU) of the San Gabriel Valley Superfund Sites*

Mason serves as the project manager and technical liaison for this complex ongoing Superfund project since 2013. The remedial action consists of groundwater extraction and treatment, and delivery of treated groundwater, meeting drinking water standards, to the distribution system. The overall project objectives include hydraulic capture of site chemicals of concern (COC) including chlorinated VOCs, perchlorate, NDMA, and 1,4-dioxane; and chemical mass removal in groundwater. Mason's team performs plume mapping and water quality trend evaluation using Earth Volumetric Studio (EVS®), statistical analysis of chemical concentration trends in groundwater, groundwater modeling using FeFlow, and preparation of the annual performance evaluation report. Mason also oversees the O&M along with monitoring and reporting associated with the discharge of wastewater produced as part of various water treatment operations at the potable water production plants within the BPOU. This involves coordination with plant operators on production schedules and operations, and coordination with the sanitation district for permit compliance.

Mason Albrecht, PE

Corrective Active Management Unit and Stabilization for Lead Waste, *Former Bryte Landfill, West Sacramento, CA*
Mason provided remedial action design, planning, and engineering support on this project involving waste removal, treatment and grading. The former landfill was historically used as a burn dump and is located adjacent to the existing Sacramento Bypass, which will be expanded as part of a larger flood control project for the City of Sacramento and surrounding areas. Waste in the former landfill was relocated to a corrective action management unit (CAMU) to accommodate the bypass expansion and portions of the waste with lead exceeding state and federal leaching criteria were treated with a stabilizing reagent prior to placement in the CAMU. Mason prepared the Remedial Design and Implementation Plan (RDIP), coordinated site civil design in AutoCAD Civil3D, prepared design plans and specifications, and develops cost estimates for bid procurement while also coordinating waste treatment pilot testing activities and evaluation and selection of lead stabilization reagent.

California Low Threat UST Case Closure Sites, *Multiple Caltrans Sites*
Mason provided engineering support for the evaluation of site closure for multiple Caltrans properties under the California Low-Threat UST Case Closure Policy (LTCP). As part of these evaluations, Mason updated conceptual site models (CSM) and compared current site conditions to LTCP requirements for closure. Based on the closure evaluations, he either assisted with preparing a formal request for closure or a work plan for additional site investigation/remediation. Mason provided engineering support for preparation of work plans for pilot testing innovative remedial technologies at multiple Caltrans sites. Geosyntec is evaluating innovative technologies to help progress Caltrans sites to closure and identify those effective technologies that can be applied in full scale at similar Caltrans sites statewide.

Soil Vapor Extraction (SVE) Systems for Chlorinated Volatile Organic Compounds (CVOC), *Sacramento, CA*
Mason is the lead engineer for the design, installation, and O&M of SVE systems for the remediation of CVOCs in vadose zone soils at two former dry cleaner sites in Sacramento. Design responsibilities include analysis of pilot test results, developing system design parameters, well spacing and construction, system curve development, equipment selection, and plans and specifications. The pilot testing results were rigorously evaluated, compared to SVE guidance documents, and incorporated into the full-scale design. Mason's team obtained the necessary permits from the Sacramento Metropolitan Air Quality Management District for discharge of treated vapors from the SVE system. Source testing for the permit involved analysis of vapor samples and monitoring of treatment system performance to demonstrate compliance with permitted CVOCs emissions limits. Samples of soil vapor processed through the SVE treatment system are routinely collected to evaluate CVOC mass removal and compliance with the air permit. Routine O&M activities include measurements of system process flow, vacuum, temperature, relative humidity, air permit compliance monitoring (above), inspection of mechanical equipment (e.g., positive displacement blower, motors, heat exchanger, condensate water transfer pump), and adjusting flow rates from extraction wells to optimize CVOC mass removal.

Remedial Cap for Pesticides and Metals Impacted Soils, *Former San Joaquin Drum Company Site, DTSC, Bakersfield, CA*
Mason currently supports the development and implementation planning for this former waste drum storage facility site managed by the California Department of Toxic Substances Control (DTSC). Mason prepared a Remedial Action Work Plan (RAW) consistent with the National Contingency Plan (NCP) and the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), and the RDIP. A low permeability modified asphalt cap was selected for groundwater and human health protection from shallow soils impacted by pesticides, semi-volatile organic compounds (SVOC), and metals. The cap remedy will contain stormwater management measures that includes concrete drainage ditches, drop inlets, drain piping, and a retention basin, and involves hydrologic and hydraulic analysis per local standards. Soil and concrete sampling were performed at the site to characterize contamination in this media prior to implementation of the RAW and for the evaluation of disposal options. The analyses included the federal toxicity characteristic leaching procedure (TCLP) and the California Waste Extraction Test (WET) to evaluate the leachability and hazardous waste classification.

File #: 22-0475, **Version:** 1

APPROVE ONE-YEAR EXTENSION TO MEMORANDUM OF UNDERSTANDING BETWEEN THE ANIMAL PROTECTION LEAGUE AND THE CITY OF STOCKTON IN THE AMOUNT OF $1,590,472

RECOMMENDATION

It is recommended that City Council approve a motion to:

1. Authorize the City Manager to renew the Memorandum of Understanding (MOU) between the Animal Protection League and the City of Stockton, by executing a one-year extension, at a cost of $1,590,472.

It is further recommended that the City Manager be authorized and directed to make any and all expenditures and appropriations on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion.

Summary

The Animal Protection League (APL) has supported the City of Stockton Animal Shelter (Shelter) for many years by raising funds and supporting spay and neuter clinics. The City is in need of contracting with professional veterinarian staff to assist in caring for animals brought to the Shelter. The current MOU with the APL expires June 30, 2022. The City entered into an MOU with APL, which includes an initial three-year period with two one-year extension options for a total potential term not to exceed five years. The proposed extension will be the final extension available per the terms of the MOU. (Attachments A-D)

DISCUSSION

Background

In November 2012, the City entered into an MOU with the San Francisco Society for Prevention of Cruelty to Animals (SF SPCA). The initial relationship between the SF SPCA and the Shelter was consultative in nature but quickly grew into a partnership that included life-saving programs. The annual Live Release Rate went from 32% in 2012 to 50% in 2013, 75% in 2014, and 82% in 2015. Staffing provided by the SF SPCA is one of the driving contributors to the increased Live Release Rate which has held steady since 2015. During the first two years of the SF SPCA partnership, the City did not financially contribute to the services provided, however, once it was determined that staffing, specifically veterinarian and medical assistance staffing, would be key to improving positive outcomes for Shelter animals, the City began supporting the added costs on an incremental basis. In Fiscal Year 2014-15, the City contributed $60,000 to partially fund the employee costs of one full-time SF SPCA veterinarian at the Shelter and increased the amount to $160,000 in Fiscal Year 2015-16,

to $500,000 in Fiscal Year 2016-17, and finally to $750,000 in Fiscal Year 2017-18.

In April 2017, SF SPCA provided notice that they would not be interested in renewing the MOU upon expiration on June 30, 2018. City staff began researching various alternatives to mitigate the consequence of losing this valuable partner; among the options considered were:

1. creating the equivalent City staff positions to what SF SPCA was providing, or
2. contracting with another private or non-profit entity, or
3. eliminating the Shelter services provided to San Joaquin County, or
4. losing the tremendous progress made on live release of Shelter animals.

The City's Long Range Financial Plan could not support the addition of 15 full-time positions. Contracting with another entity was the best, most viable option, however, there were no known entities with the capacity in place to assume such responsibility. Eliminating shelter services for San Joaquin County would only provide nominal relief as they only account for approximately 30% of the total animals serviced at the Shelter. In addition, elimination of providing these services has a corresponding reduction in revenue payments. Finally, losing the progress made on Live Release Rate was not a viable option because of the exposure to potential legal action. The City is obligated by State Health & Safety code to provide basic medical and sheltering services to animals.

After an unsuccessful Request for Information solicitation wherein no responses were received from interested parties willing to provide veterinary services, APL offered to provide medical care under their non-profit umbrella.

Present Situation

In June 2018, the City entered into the current MOU which expires on June 30, 2022. The initial annual cost was $1,308,485 with a five-percent (5%) increase each subsequent year, and includes an option for two one-year extensions. The chart below illustrates the contract price changes:

	Contract Amount	5% change
Year 1	$ 1,308,485	$ 65,424
Year 2	$ 1,373,909	$ 68,695
Year 3	$ 1,442,605	$ 72,130
Year 4	$ 1,514,735	$ 75,737
Year 5	$ 1,590,472	

The annual cost of this MOU is well below the value of the services provided and the cost to provide such services if the City were to employ the same level of staffing.

It is critical to ensure medical services are provided to animals at all times. Without providing adequate medical care, the vast improvements made to the Shelter's Live Release Rate over the years would suffer. The 2021 Live Release Rate finished the year at 92% and continues to have

public support to increase the Live Release Rate into future years. However, the humane care services for animals, such as staffing and equipment, will need to be provided and updated to sustain the outcomes at the Shelter. This service support must be balanced with the available funds to operate the Shelter. In addition, Shelter staff, in partnership with the APL, continue to spend countless hours raising funds to support the Shelter as well as identify cost saving ways to operate in the most efficient manner. Without continued support for medical and veterinarian services the City will not be able to sustain the dramatic results it has achieved since 2012. This MOU Amendment 3 provides the staffing needed at the Shelter while considering the long-term future of animal sheltering. In anticipation of the this contract expiration, a Request for Proposals will be released in FY 2022-23 for shelter veterinary services. Staff recommends Council approve a motion to execute a one-year extension, to expire on June 30, 2023, at a cost of $1,590,472.

FINANCIAL SUMMARY

The proposed cost of this extension is an annual amount of $1,590,472, for a final one-year term. Staff is recommending the General Fund be used to support this contract. The FY 2022-23 Budget Proposal includes the appropriation of $1,590,472 in the Police Department General Fund, Animal Services Division, Animal Shelter Program account.

Attachment A - MOU Amendment 3 - Animal Protection League
Attachment B - MOU - Animal Protection League
Attachment C - MOU Amendment 1 - Animal Protection League
Attachment D - MOU Amendment 2 - Animal Protection League

CITY OF STOCKTON
STANDARD AGREEMENT AMENDMENT

Agreement Number:	**Amendment Number:**
2018-05-15-1402 NP	**3**

This Amendment Number __3__ to the above referenced Agreement is entered into on _____ between the City of Stockton ("City") and the Animal Protection League, a California nonprofit public health corporation "Contractor".

RECITALS

Section 11.1 Amendment states that no provision of this MOU may be amended or modified except by a written instrument signed by both Parties; and

The City elects exercise the option to extend the term of the MOU by one year, as specified in section 4.2 to continue veterinary and shelter services to the Stockton Animal Shelter for the humane care and treatment of animals; and

Section 5.1 states annual payment for any term extension exercised will be for a mutually agreed upon amount not to exceed five percent (5%) of the preceding year; and

Now therefore, the City and the Contractor mutually agree as follows:

1.The termination date in Paragraph 2 of the Standard Agreement is amended to:
June 30, 2023

2.The maximum not to exceed amount to be paid to the Contractor for a one-year extension will be:

$1,590,471.71

All other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect unless modified by a written amendment signed by both parties.

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

_____
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

_____
Authorized Signature Date

_____
Printed Name and Title of Person Signing

_____
Address

CITY OF STOCKTON

_____
Harry Black, City Manager Date

ATTEST:

_____
Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:
John M. Luebberke, City Attorney

BY: _____

Memorandum of Understanding
between Animal Protection League and City of Stockton

This Memorandum of Understanding (the "***MOU***"), is made and entered into by and between the Animal Protection League, a California nonprofit public benefit corporation (the "***APL***"), and the City of Stockton, a municipal corporation (the "***City***"), as of 6/28/18. The APL and the City are sometimes referred to herein individually as a "***Party***" or collectively as the "***Parties***."

RECITALS

The City is responsible for enforcing ordinances governing the humane care, treatment, and regulation of certain animals within the territorial limits of the City of Stockton; and

The City provides such animal-related services through Stockton Animal Services, a section of the Stockton Police Department ("***Animal Services***"); and

The APL is a privately-funded non-profit organization located in the City of Stockton that is dedicated to supporting the Stockton Animal Shelter and the community it serves; and

The parties desire to collaborate to promote humane animal care and sheltering services in the City of Stockton; and

To this end, the City wishes to contract with APL for the performance of certain services as set for herein; and

The APL is agreeable to rendering such services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth in this MOU, the Parties agree as follows:

1. **APL RESPONSIBILITIES.** During the Term, and subject to the terms of this MOU, the APL agrees to perform the following services:

   1.1. **Personnel.** The APL will provide the personnel necessary to perform its obligations as described in this MOU, the type and quantity of which is set forth in Exhibit A. The Parties understand and agree that optimizing humane animal care at Animal Services, maintaining consistency in scheduling of staff, as well as the specific staff selected to work onsite at the Shelter, is desirable to

2018-05-15-1402 NP

both Parties and shall be periodically discussed and mutually agreed upon in writing by the APL's Appointee and the City's Appointee throughout the Term.

1.2. **Increased Personnel.** Nothing in Section 1.1 is intended to prevent APL from allocating additional funding or personnel to Animal Services in its discretion.

1.3. **Services.** The APL agrees to provide veterinary and shelter services to the City of Stockton Animal Shelter, the scope and specifics of which shall be periodically discussed at least quarterly and mutually agreed upon by the APL's Appointee and the City's Appointee throughout the Term. Veterinary and shelter services may include, but are not limited to, providing humane care, rescue services, foster care, and volunteer and adoption coordination.

1.4. **Licenses and Certifications.** At all times, the APL will ensure that each of its staff working at Animal Services maintains appropriate licenses and certifications, as required by law.

1.5. **Controlled Substances Registration.** The APL will designate a veterinary practitioner, whose selection shall be in the APL's sole discretion, to lawfully maintain a DEA Certificate of Registration at Animal Services. The DEA Certificate of Registration is required to purchase, process, and administer certain controlled substances that are used to prevent, control, and treat certain communicable diseases among its animal population and to euthanize animals.

1.6. **Fundraising.** The APL's Appointee will work in Partnership with the City's Appointee to pursue fundraising and grant opportunities to support additional shelter staff, services to the shelter and the public, and medical care for animals. Nothing in this Section 1.6 will prevent or otherwise limit either Party from pursuing alternate fundraising avenues to support its work as outlined in this MOU, whether collaboratively or independently.

1.7. **Tools and Supplies.** The APL may use its own tools and instrumentalities, equipment, and other supplies in performing its services under this MOU; provided, however, that the City will provide such materials to the APL as mutually agreed upon by City and APL are needed for the APL to perform such services under this MOU, including those outlined in Section 2.2.

1.8. **Performance; Obligations.** The APL will devote such time and attention as may be reasonably necessary for the satisfactory performance of its obligations pursuant to this MOU. The APL has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with, or that would hinder its performance of its obligations under this MOU. The APL will not be considered in default of this

MOU to the extent that such performance is delayed by any cause, present or future, which is beyond the reasonable control of the APL.

2. **CITY RESPONSIBILITIES**. During the Term, and subject to the terms of this MOU, the City agrees to perform the following:

2.1 **Personnel.** The City agrees that each of its staff working at Animal Services maintains appropriate licenses and certifications, as required by law. The City agrees to make every effort to fill vacant positions as soon as possible. Nothing in this Section 2.1 is intended to prevent the City from allocating additional funding or personnel to Animal Services in its discretion.

2.2 **Medical and Shelter Supplies.** The City will timely purchase and provide all the equipment, materials, and supplies (medical and other) customarily used at Animal Services. This includes, by way of example only and not by limitation or requirement, medical and sheltering supplies such as controlled substances, vaccines, sterilization equipment, and cleaning supplies. The quantity, type, brand, and vendor are at the City's sole discretion and in adherence to City procurement policies and available budgetary resources.

2.3 **Maintenance of Records.** The City will use its best efforts to maintain accurate and complete records of each animal at Animal Services, including by way of example only and not limitation or requirement, a description of the animal, date of receipt and outcome, manner of outcome, and associated fees or charges. The City is solely responsible for maintaining accurate records and reports as required by applicable law and regulations; however, the APL agrees to cooperate in good faith as is reasonably necessary to facilitate such recordkeeping and reporting (for example, by providing records regarding veterinary care for shelter animals).

2.4 **Transparency.** The City will permit the APL reasonable access to its systems, premises and personnel for the purpose of advancing the objectives set forth in this MOU, as its time and other business activities permit.

3. **MUTUAL RESPONSIBILITIES**. During the Term, and subject to the terms of this MOU, each Party agrees to perform the following:

3.1. **Humane Outcomes.** Each Party agrees to collaborate with the other Party to promote humane and sustainable programs for animal care and sheltering services in the City of Stockton. Such collaboration may include, by way of example only and not by limitation or requirement:

A. Improving the lives and humane outcomes of the impounded and surrendered animals at Animal Services and working to reduce the number of unwanted animals in the City of Stockton.

B. Respectively ensuring that all activities relating to this MOU are performed by humane and professional staff that is familiar with the "Five Freedoms of Animal Welfare" and the current "Guidelines for Standards of Care in Animal Shelters" established by The Association of Shelter Veterinarians.

C. Promoting humane and efficient operations at Animal Services through respective staff training and education and the strict observance of established protocols, policies and procedures at Animal Services.

D. Observing best practices and protocols with respect to infectious disease control (for example, quarantine, veterinary assessment and care) and animal housing (for example, cleaning, capacity and location) at Animal Services.

3.2. **Rescue Partnership.** In an effort to maximize opportunities for pet adoption and to reduce the homeless pet population in the City of Stockton, the Parties agree (A) to make available for transfer to the APL certain impounded or abandoned animals in Animal Services' possession, as may be mutually deemed desirable by the Parties, and (B) to abide by established intake and quarantine procedures in order to promote effective population management and to reduce the length of stay of such animals.

3.3. **Transparency and Performance Measures.** Each Party agrees to cooperate in good faith with the other Party in all matters relating to this MOU, to foster transparency and shared knowledge between the Parties through participation in regular meetings and the sharing of collected data and research findings, and to work together to develop and implement outcome-based performance measures that are both valid and reliable and that can be used to evaluate shelter performance. In furtherance of this Section 3.3, the City will promptly provide historical intake, output and related data; budget data and other relevant animal welfare statistics and confidential information as may be reasonably requested by the APL.

3.4. **Compliance with Laws.** Each Party will comply in all material respects with all applicable laws, rules, regulations and orders with respect to such Party and its business and properties.

4. **TERM; TERMINATION.**

4.1. **Term.** This MOU shall be effective from July 1, 2018 through and until June 30, 2021 (the "***Term***").

4.2. **Extensions.** The term of this MOU may be extended by up to two (2) one-year terms by mutual written agreement of both Parties for a total contract term of five (5) years. Notification and agreement to any extension must be received and approved at least one hundred eighty (180) days prior to current term's expiration.

4.3. **Termination for Convenience.** Either Party may terminate this MOU at any time and for any reason during the Term by giving three hundred sixty-five (365) days' notice in writing of such termination to the other Party.

4.4. **Termination for Breach.** If either Party breaches any term or condition of this MOU, and such breach continues for a period of sixty (60) days after written notice from the other Party (except for a breach regarding failure to pay any amount(s) due, whether due to City budget constraints or otherwise, in which case the period to cure shall be fourteen (14) days), the non-defaulting Party may terminate this MOU immediately. Time to cure may be extended in the discretion of the Party giving notice. Notice given under this Section 4.4 shall, at a minimum, specify the alleged default and the applicable time to cure. No Party shall be relieved of any obligation or liability arising from any prior breach of any provision of this MOU by such Party.

4.5. **Effect of Termination.** Upon the expiration or termination of this MOU, the City will pay the APL for any amounts that are due and payable under Section 5 for services performed by the APL prior to such expiration or termination. If this MOU is terminated prior to the end of the Term, whether for convenience or for breach, the City is obligated to pay for only the pro rata portion of the services provided by the APL, calculated using the per-diem amount set forth in Section 5.2.

4.6. **Survival.** If expressly stated herein to survive the Term, such provision shall continue to survive as set forth in this MOU (for example, Section 7 [Confidentiality; Publicity]). The provisions of this Section 4.6 (Survival), Section 6.2 (Employment Taxes and Benefits), Section 10 (Indemnity and Hold Harmless), and Section 11 (General Provisions) shall each survive indefinitely.

5. **PAYMENT.**

5.1. **Payment.** Subject to availability of budgeted funds, the City agrees to pay the APL for the services set forth in this MOU in the amount of $1,308,485 for year one. The amounts for the second and third year will be increased by a flat five percent (5%). Annual payment for any term extension exercised will be for a mutually agreed upon amount not to exceed five percent (5%) of the preceding year.

A. Start-Up Payment. The City will provide a one-time payment of $100,000 to APL within thirty (30) days of the execution of the MOU by both parties.

B. The City's payments during the Term of this MOU are subject to approval by the City Council during the City's Annual Budget Process.

5.2. **Method of Payment.** The City shall pay to the APL one twelfth (1/12) of the total annual contract amount specified in Sections 5.1 in twelve (12) equal installments. The APL will provide monthly invoices to the City and the City shall issue payment within thirty (30) days of invoice acceptance and approval. For purposes of determining the amount due if this MOU is terminated before June 30 of the then-current year, a per diem amount shall be established by dividing the total annual contract by three hundred sixty-five (365) days.

5.3. **Adjustment.** The Parties understand and agree that the payment schedule in Section 5.1 is calculated based on an average annual intake of 12,000 animals at Animal Services (the "***Baseline Volume***"). Should the actual annual intake volume at Animal Services (the "***Actual Volume***") exceed the Baseline Volume during any fiscal year, then the City agrees to pay to the APL a lump-sum payment that reflects the difference between the Baseline Volume and the Actual Volume for such fiscal year, at a per-animal price of $100.00, to be calculated as follows: (Actual Volume – Baseline Volume) x ($100.00). After the end of such fiscal year, the APL will provide an invoice to the City reflecting any adjustment, and the City shall issue payment within thirty (30) days of invoice receipt.

5.4. **Expenses.** Unless otherwise specified in this MOU or approved in writing by the City, the City will not reimburse the APL for any expenses incurred by the APL in connection with performing its obligations under this MOU, and vice versa.

5.5. **Use of Funds.** The APL agrees that all funds paid by the City pursuant to

this MOU will be used only to fulfill the terms of this MOU.

6. RELATIONSHIP OF THE PARTIES.

6.1. **Independent Contractor.** It is specifically understood and agreed that the APL is an independent contractor, and is not an agent, joint venturer or employee of, and has no authority to bind the City by contract or otherwise. The APL will perform its services as set forth in this MOU under the general direction of the City, but the APL will determine the manner and means by which such services are accomplished, subject to the requirements that the APL will (A) at all times comply with applicable laws and policies and procedures of the City and (B) openly receive and incorporate input and direction from the City as the APL reasonably determines is necessary and is consistent with prevailing professional standards and practices of the industry in which the APL operates. The APL shall consult with the appropriate manager or other designee of the City to ensure that its services are satisfactory to the City, both in the manner and at the frequency as may be requested by the City from time-to-time.

6.2. **Employment Taxes and Benefits.** Each Party understands and agrees that (A) neither Party will withhold on behalf of the other Party any sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement of any governmental body or make available any of the benefits afforded to its employees; (B) all of such payments, withholdings and benefits, if any, are the sole responsibility of the Party incurring the liability; and (C) each Party will indemnify and hold the other harmless from any and all loss or liability arising with respect to such payments, withholdings and benefits, if any.

6.3. **Nonexclusive Relationship.** The relationship between the City and the APL is not exclusive. The City reserves the right to work with and contract with other entities and individuals for purposes of addressing shelter overcrowding and developing other means to enhance the effectiveness, efficiency and capacity of animal care and sheltering within the City of Stockton. Similarly, nothing in this MOU shall in any way prevent the APL from working with or contracting with shelters and organizations other than City, whether during the Term or at any time thereafter.

6.4. **Respective Costs.** Unless otherwise noted herein, each Party will bear its respective costs for any necessary permits, insurance, taxes and other matters required for compliance under this MOU.

6.5. **Reporting.** The Parties understand and agree that, with respect to the performance of its obligations as set forth in this MOU, the APL shall report to and be evaluated solely by the City (e.g., the City's Designee). The APL will not be obligated to engage with any "citizen oversight committee" for Animal Services or any similar non-governmental committee, entity or individual without its consent.

7. CONFIDENTIALITY; PUBLICITY.

7.1. Confidential Information.

A. Confidential Information. Each Party agrees to maintain in strict confidence any confidential information disclosed by the other Party in connection with the activities undertaken pursuant to this MOU, or that the Party has access to in connection with its performance of its obligations pursuant to this MOU, that (i) if disclosed in writing or orally, is marked or identified as "confidential" at the time of such disclosure or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary (collectively, the "Confidential Information"). Each Party hereto agrees (i) to maintain all Confidential Information in strict confidence, (ii) not to disclose Confidential Information to any third parties; and (iii) not to use Confidential Information for any purpose except for in connection with this MOU. Each Party further agrees to take all actions reasonably necessary to protect the confidentiality of all Confidential Information including, without limitation, implementing and enforcing procedures to minimize the possibility of unauthorized use or disclosure of Confidential Information.

B. Exceptions. The provisions of this Section 7.1 will not restrict either Party from disclosing Confidential Information to the extent required by any law or regulation; provided that the disclosing Party uses its reasonable efforts to give the other Party reasonable advance notice of such required disclosure. Confidential Information will not include any information that (i) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of either Party; (ii) was known by either Party prior to receiving such information from the disclosing Party and without any restriction as to use or disclosure; (iii) is rightfully acquired by either Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by either Party without access to confidential or proprietary information.

7.2. **Publicity.** Each Party agrees to promptly notify the other Party of any known material consumer or other organizational complaint and adverse media coverage relating to or otherwise arising from this MOU. Each Party agrees not to use the other Party's name in any public announcement (oral or written), newsletter, press release, advertisement, social media, or similar communication without the prior approval of the other Party. Any use of a Party's intellectual property, including its logo and other marks, and any and all photographs, videos and other recordings relating to the MOU must be agreed to by such Party, and all such intellectual property is and remains forever the sole and exclusive property of such Party. In addition, City may not participate in any event promoting or otherwise relating to the MOU or the APL without prior authorization by the APL.

7.3. **Survival.** The provisions of this Section 7 shall remain in effect through and until the date that is two (2) years following the expiration or termination of this MOU.

8. **DESIGNEES; NOTICE.**

8.1. **Designees.** Each Party will appoint a person to serve as the official contact (each, a "***Designee***"). Each Designee shall have the authority to act on its respective Party's behalf in any matter relating to this MOU and shall be to whom formal notices and demands relating to this MOU are given. In addition, each Party will appoint a person to serve as the day-to-day coordinator for the activities of each Party in carrying out the terms of this MOU (each, an "***Appointee***"). Each Appointee shall have the authority to act on its respective Party's behalf in any matter relating to this MOU and shall be to whom communications relating to this MOU are given. The Designees and Appointees of each Party are as follows:

The APL's Designee and Appointee:
Jacqueline Ronzone, Executive Director
Animal Protection League
P.O. BOX 691912
Stockton, CA 95269
Tel: (209) 956-3647

The City's Designee:
Eric Jones, Chief of Police
City of Stockton Police Department

22 E. Market Street
Stockton, CA 95202
Tel: (209) 937-8217

The City's Appointee:
Phillip Zimmerman, Police Services Manager
Stockton Animal Services
1575 South Lincoln Street
Stockton, CA 95206
Tel: (209) 937-8274

8.2. **Notice.** Any notice required to be provided under the terms of this MOU shall be delivered by (A) email, deemed delivered upon email confirmation of receipt by the intended recipient; (B) certified U.S. mail, return receipt requested, at the addresses set forth above or to such other address as may be specified by either Party to the other in accordance with this Section 8.2; or (C) by personal service to the Appointee identified above or to any other person that the Appointee designates in writing to receive notice under this MOU and delivered in accordance with this Section 8.2.

9. **INSURANCE REQUIREMENTS.** The APL agrees to have and maintain appropriate insurance coverage in amounts and types as set forth by Exhibit B.

10. **INDEMNITY AND HOLD HARMLESS.** With the exception that this section shall in no event be construed to require indemnification by APL to a greater extent than permitted under the public policy of the State of California, APL shall, indemnify, protect, defend with counsel approved by CITY and at APL's sole cost and expense, and hold harmless CITY, its Mayor, Council, officials, representatives, agents employees and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and APL fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, state, or municipal law or ordinance, or CITY Policy, by APL or APL's officers, agents, employees, volunteers or subcontractors. APL shall not be obligated to indemnify or defend CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of APL to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by APL under the law. The indemnity set forth in

this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With the exception that this section shall in no event be construed to require indemnification, including the duty to defend, by APL to a greater extent than permitted under the public policy of the State of California, the parties agree that APL's duty to defend CITY is immediate and arises upon the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by APL or APL's officers, agents, employees, volunteers or subcontractors. APL's duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITY'S liability, breach of this Agreement, or other obligation or fault has been determined. APL shall be immediately obligated to pay for CITY'S defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, CITY will then reimburse APL for amounts paid in excess of APL's proportionate share of responsibility for the damages within 30 days after APL provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures APL is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by APL to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, APL shall indemnify, defend, and hold harmless CITY its Mayor, Council, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including but not limited to attorneys' fees, arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of APL, regardless of whether such claim may be covered by any applicable workers compensation insurance. APL's indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the APL under workers' compensation acts, disability acts, or other employee benefit acts.

11. GENERAL PROVISIONS.

11.1. **Amendment.** No provision of this MOU may be amended or modified except by a written instrument signed by both Parties to this MOU and delivered in accordance with Section 8.2.

11.2. **Assignment.** Neither Party may assign this MOU, in whole or in part,

without the prior written consent of the other Party.

11.3. **Existing Agreements.** This MOU constitutes the entire understanding and agreement between the Parties regarding the subject matter herein and supersedes all prior understandings, discussions, representations, warranties and agreements between the Parties, whether written or oral. Any prior existing Memorandum of Understanding between the Parties will be terminated upon execution of this MOU.

11.4. **Severability.** If any provision of this MOU is deemed invalid, void or unenforceable, such provision shall be considered severed from the MOU and the remaining provisions shall be given full force and effect.

11.5. **Governing Law.** California law shall govern any legal action pursuant to this MOU with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.

11.6. **Counterparts.** This MOU may be executed in counterparts and delivered by electronic signature or facsimile or otherwise, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed as of the date first above written.

City of Stockton

for Kurt O. Wilson, City Manager

ATTEST:

for Bret Hunter, CMC
City Clerk

APPROVED AS TO FORM:

By:

City Attorney

Animal Protection League

By: Jacqueline Ponzone
Signature

Jacqueline Ponzone
Print name

Title: Executive Director

Exhibit A

APL Staffing

Title of Position	Number of Positions
Managing Veterinarian	1
Shelter Veterinarian	1
Veterinarian Part-Time	0.5
RVT Supervisor	1
RVT/Vet tech Assistants	8
Clinic Assistant – Part-Time	1
Rescue Coordinator	1
Foster Coordinator	1
Volunteer Coordinator	1
Animal Adoption Assistant – Part-Time	2
Behavior Coordinator	1
Executive Director/Operations Manager	1

Exhibit B:
Insurance Requirements for Professional Services

APL shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the APL, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the **general aggregate limit shall be twice** the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if APL has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. ***(Not required if APL provides written verification it has no employees)***
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the APL's profession, with limit no less than **$2,000,000** per occurrence or claim, $2,000,000 aggregate. (If Claims-made, see below.)

If the APL maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the APL. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL policy and AL policy with respect to liability arising out of work or operations performed

by or on behalf of the APL including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the APL's insurance (**at least as broad as** ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers." Policy shall cover City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers for all locations work is done under this contract.

Primary Coverage
For any claims related to this contract, the **APL's insurance coverage shall be endorsed as primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the APL's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the APL's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation
Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation
APL hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said APL may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. APL agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the APL to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

Verification of Coverage
APL shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the APL's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

APL shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

Certificate Holder Address
Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- 400 E Main Street, 3rd Floor – HR
- Attn: City Risk Services
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037
City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance
If at any time during the life of the Contract or any extension, the APL fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

Subcontractors
APL shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and APL shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances
City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CITY OF STOCKTON
STANDARD AGREEMENT AMENDMENT

Agreement Number:	Amendment Number:
	1

This Amendment Number 1 to the Agreement entered into on June 28, 2018 (the "MOU"), between the Animal Protection League, a California nonprofit public health corporation (the "APL"), and the City of Stockton, a municipal corporation (the "City").

RECITALS

The parties having entered into the MOU on June 28, 2018 for the APL to provide the City with certain services as set forth in the MOU; and

The terms of the Agreement, contained in Section 11.1 **Amendment**, state that no provision of the MOU may be amended or modified except by a written instrument signed by both Parties; and

The Appointees listed for both the APL and the City in Section 8.1 **Designees** are no longer employed by their respective agencies and, therefore, each party must provide an updated Appointee.

Now therefore, the APL and the City mutually agree as follows:

1. The term of the Agreement, contained in Section 8.1, is amended to read as follows:

> "8.1. **Designees.** Each Party will appoint a person to serve as the official contact (each, a "**Designee**"). Each Designee shall have the authority to act on its respective Party's behalf in any matter relating to this MOU and shall be to whom formal notices and demands relating to this MOU are given. In addition, each Party will appoint a person to serve as the day-to-day coordinator for the activities of each Party in carrying out the terms of this MOU (each, an "**Appointee**"). Each Appointee shall have the authority to act on its respective Party's behalf in any matter relating to this MOU and shall be to whom communications relating to this MOU are given. The Designees and Appointees of each Party are as follows:
>
> <u>The APL 's Designee and Appointee</u>:
>
> Elizabeth Mowry-Hull, Executive Director
> OR Current Executive Director
> Animal Protection League
> P.O. Box 691912
> Stockton, CA 95269
> Tel: (209) 956-3647

2018-05-15-1402 NP Amendment 1

The City's Designee:

Eric Jones, Chief of Police
OR Current Chief of Police
City of Stockton Police Department
22 E. Market Street
Stockton, CA 95202
Tel: (209) 937-8217

The City's Appointee:

Police Services Manager
The Chief of Police
1575 South Lincoln Street
Stockton, CA 95206
Tel: (209) 937-8274

OR As Appointed By
Stockton Animal Services

2. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

3. All other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect unless modified by a written amendment signed by both parties.

CITY OF STOCKTON

HARRY BLACK, CITY MANAGER

Date: 9/3/20

ATTEST:

By: for ELIZA R. GARZA, CMC
CITY CLERK

APPROVED AS TO FORM

By: _____
JOHN M. LUEBBERKE
CITY ATTORNEY

via Legistar approval 20-6996

ANIMAL PROTECTION LEAGUE

By: _____
SIGNATURE

DAN BOUCHARD
PRINT NAME

PRESIDENT.
TITLE

Date: 7/29/2020

City of Stockton

Master

File Number: 20-6996

2018-05-15-1402 NP
Amendment 1

File ID:	20-6996	**Type:** Consent	**Status:** Agenda Ready
Version:	1	**Reference:**	**In Control:** Contracts
			File Created: 08/18/2020
File Name:			**Final Action:**

Title: **Contract Title: Standard Agreement Amendment No. 1**

Notes:

Sponsors:

Enactment Date:

Attachments: Memo from Chief to CM - APL Amendment 1, Amendment 1 - Animal Protection League, 18-4445 Council Approval and Legislation, MOU 2018-07-01 - APL, CRF - Animal Protection League

Enactment Number:

Contact:

Hearing Date:

Drafter: Janelle.Taggart@stocktongov.com

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/19/2020	Patricia Hunter	Approve	8/20/2020
1	4	8/19/2020	ejones	Approve	8/21/2020
1	5	8/19/2020	Janelle Taggart	Approve	8/21/2020
1	6	8/19/2020	AS - Procurement Team	Delegated	
1	7	8/20/2020	Susan Garcia	Approve	8/21/2020
1	8	8/21/2020	Matthew Braley	Approve	8/24/2020
1	9	8/21/2020	Esther Gilliland	Delegated	
1	10	8/25/2020	jluebberke	Approve	8/25/2020
1	11	8/25/2020	Esther Gilliland	Delegated	
1	12	8/25/2020	LHart	Approve	8/27/2020
1	15	8/25/2020	Patty Vasquez	Approve	8/27/2020
Notes:	printed				
1	19	9/1/2020	Patty Vasquez	Delegated	
1	20	9/3/2020	Courtney Christy	Approve	9/3/2020
Notes:	Signed by CM, Heading to Clerk				
1	22	9/4/2020	Miranda Komanee	Approve	9/8/2020

History of Legislative File

2018-05-15-1402 NP
Amendment 1

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 20-6996

Contract Title: Standard Agreement Amendment No. 1

Vendor/Other Party: Animal Protection League
Contract Amount: $ 1,308,485 (+ 1-time fee of $100,000)
Contract Start Date: 7-1-18 **Contract End Date: 6-30-23** **Term: 5 years**

City Contract Type (select one):
Original Amendment Change Order Grant Subdivision Agreement
Other

Council Approval Required? **Yes/No (if No, provide account #):**
Council approval required for contracts over: **$75,000** for Fiscal Year: 2020/2021
Motion/Resolution/Ordinance #: 2018-05-15-1402 **Must be attached**:

Required Documents
The following documents shall be submitted with the signed contract when required:

Business License Required?	Yes/No	Business License #:
Bonds Required?	Yes/No	
Insurance Required?	Yes/No	
Notary Required?	Yes/No	
Recordation Required?	Yes/No	

Mandatory Routing Order
1 DEPARTMENT: Police Department - Chief's Office
Department Head Approval:
Date:
Project Mgr: Jeanetta McDonald ext: 8533
Staff: Janelle Taggart ext: 8651
Notes:

2 PROCUREMENT
Approved by Name/Signature:
Date:
Notes:

3 VENDOR/OTHER PARTY

Signed originals on:

Notes:

4 RISK SERVICES

Insurance approved on: 8/20/20 by: Matt Braley

Bonds approved on: n/a by:

RM #: 21-073

Notes:

5 CITY ATTORNEY

Approved as to Form/Content on: 8-25-2020 by: John M. Luebberke

Notes: Logged into Prolaw, forwarded to CM on 8/25/20 by LH

6 CITY MANAGER

Signed by City Manager on:

Notes:

7 CITY CLERK

City Clerk attested on: 9/4/20 Returned PDF to dept. on: 9/4/20

by: MKomanee OB #:

Notes:

8 ORIGINATING DEPARTMENT:

Copy of contract to be retained by department. Original on file in the Clerk's office.

Requisition #.

Copy sent to vendor on: by:

Copy of contract sent to Purchasing on: by:

Notes:

9 PROCUREMENT:

Purchase Order #. PUR #.

CITY OF STOCKTON
STANDARD AGREEMENT AMENDMENT

Agreement Number:	Amendment Number:
2018-05-15-1402 NP	2

This Amendment Number 2 to the above referenced Agreement is entered into on June 28, 2018 between the City of Stockton ("City") and the Animal Protection League, a California nonprofit public health corporation "Contractor".

RECITALS

Section 11.1 Amendment states that no provision of this MOU may be amended or modified except by a written instrument signed by both Parties; and

The City elects exercise the option to extend the term of the MOU by one year, as specified in section 4.2 to continue veterinary and shelter services to the Stockton Animal Shelter for the humane care and treatment of animals; and

Section 5.1 states annual payment for any term extension exercised will be for a mutually agreed upon amount not to exceed five percent (5%) of the preceding year; and

Now therefore, the City and the Contractor mutually agree as follows:

1.The termination date in Paragraph 2 of the Standard Agreement is amended to:
June 30, 2022

2.The maximum not to exceed amount to be paid to the Contractor for a one-year extension will be:

$1,514,734.96

All other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect unless modified by a written amendment signed by both parties.

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

ANIMAL PROTECTION LEAGUE (APL)
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature — Date: 5/13/2021

DAN BOUCHARD, PRESIDENT
Printed Name and Title of Person Signing

P.O. BOX 1091912, STOCTON CA. 95269
Address

CITY OF STOCKTON

Harry Black, City Manager — Date: 6/25/21

ATTEST:
for Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:
John M. Luebberke, City Attorney

BY:

2018-05-15-1402 Amendment 2 NP
41900870

File #: 22-0466, **Version:** 1

APPROVE MOTION TO AWARD A SERVICE CONTRACT FOR EMERGENCY ON-CALL TREE SERVICES

RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Approve the specifications for Emergency On-Call Tree Services, Project No. OM-22-051.

2. Award a three-year Service Contract in the amount of $604,800 ($201,600 annually) to West Coast Arborists, Inc. of Stockton, CA, for Emergency On-Call Tree Services, Project No. OM-22-051.

3. Authorize the City Manager to execute up to two optional one-year extensions to the original term of the Service Contract, in the amount of $201,600 annually, for a total contract amount of $1,008,000.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Summary

Public Works supplements the City's tree crew with contracted vendor services during storms and other emergency events. On April 28, 2022, one bid was received for the Emergency On-Call Tree Services, Project No. OM 22-051.

It is recommended that Council approve a motion authorizing the City Manager to execute a three-year Service Contract in the amount of $604,800 with West Coast Arborists, Inc. (Attachment A). The initial contract will expire on June 30, 2025, with the option for two additional one-year extensions by mutual agreement. With the extensions, the total contract amount is $1,008,000. The Service Contract will be funded from the Public Works Department's Parks and Street Trees operating budgets.

DISCUSSION

Background

The Operations and Maintenance Division of the Public Works Department provides emergency tree services during normal and after business hours throughout the year. Emergency tree services include the removal of downed trees and limbs on homes or vehicles and trees blocking streets. During extreme weather events, the City relies on a tree services contractor to supplement the City's

tree crew response to the emergency callouts, as often there are simultaneous tree emergencies. In addition, during larger storm events, dispatch calls for tree emergencies typically continue over extended periods, requiring contracted assistance to accommodate shift work.

On July 26, 2016, Council adopted a Community Workforce and Training Agreement (CWTA). The CWTA became effective August 25, 2016, and applies to all Public Works projects over $1 million that are bid after that date. On July 16, 2019, by Motion No. 2019-07-16-1403, Council extended the CWTA term to August 25, 2024. The CWTA was not applied to this project because this is not a construction contract.

Present Situation

On April 7, 2022, the Emergency On-Call Tree Services, Project No. OM-22-051, was advertised for bids. On April 28, 2022, one bid was received with the following result:

COMPANY NAME	BID AMOUNT
West Coast Arborists, Inc. (Stockton, CA)	$604,800
Engineer's Estimate	$691,200

The requirements of Stockton Municipal Code (SMC) section 3.68.090, Local Business Preference, apply to this project. Application of the Local Business Preference has no effect on the bid order. The Local Employment Ordinance, SMC section 3.68.095, also applies to this contract.

The bid from West Coast Arborists, Inc., the sole bidder, is regular in all respects. West Coast Arborist, Inc. has the proper license to perform the work. Staff recommends Council approve the specifications for the project and award a three-year Service Contract to West Coast Arborists, Inc. in the amount of $604,800 (Attachment A). The initial contract will expire on June 30, 2025, with the option for two additional one-year extensions by mutual agreement for a total contract amount of $1,008,000.

FINANCIAL SUMMARY

The Service Contract with West Coast Arborists, Inc. for the Emergency On-Call Tree Services, Project No. OM-22-051, will be funded from the Public Works Department's General Fund - Parks and Street Trees operating budgets. Sufficient funding is available for the first year of the proposed Service Contract as noted in the table that follows. Funding for all future fiscal years will be allocated during the annual budget process.

FUND SOURCE	MUNIS ACCOUNT #	AMOUNT
General Fund, Park Maintenance and Repair Services	4540-700-630013	$ 15,000
General Fund, Street Trees Maintenance and Repair Services	4550-700-630013	$186,600

There is no additional impact to the City's General Fund or any other unrestricted fund as a result of taking the recommended action.

Attachment A - Service Contract with West Coast Arborists, Inc.

CONTRACT FOR SERVICES

THIS CONTRACT is entered into this __ day of _____2022, between the CITY OF STOCKTON, a municipal corporation ("CITY), and **WEST COAST ARBORIST STATE OF CALIFORNIA CORPORATION,** with a business address at **2200 E VIA BURTON STREET, ANAHEIM, CA 92806**, hereinafter called "CONTRACTOR.," THIS CONTRACT is for the **EMERGENCY ON-CALL TREE SERVICES (PROJECT NO. OM-22-051)**, hereinafter referred to as "SERVICE".

RECITALS

A. CONTRACTOR represents that it is licensed in the State of California and is qualified, willing and able to provide the services proposed in the SCOPE OF WORK section of this Contract.

B. CONTRACTOR represents that it is registered pursuant to Labor Code Section 1725.5 and will register annually with the Department of Industrial Relations, if the services have a wage determination for the services outlined in the SCOPE OF WORK section of this Contract.

C. CONTRACTOR represents that it will pay all required prevailing wages under California Labor Code for all services provided that have a wage determination.

D. CITY finds it necessary and advisable to use the services of the CONTRACTOR for the purposes provided in this Contract.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions in this Contract, CITY and CONTRACTOR agree as follows:

1. SCOPE OF SERVICES. Subject to the terms and conditions set forth in this Contract, CONTRACTOR shall undertake and complete the services described in **Exhibit A (scope and specifications)**. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A and compatible with the standards of the profession. CONTRACTOR agrees that it shall provide fully complete services including all labor, materials, tools, equipment and insurance required and that are acceptable to the CITY.

2. COMPENSATION. CITY shall pay CONTRACTOR for services outlined in **Exhibit A** according to the fee not to exceed the schedule detailed in **Exhibit B (fee schedule)**, which is attached to this Contract and incorporated by this reference. CONTRACTOR agrees this fee is for full remuneration for performing all services and furnishing all staffing, materials and tools called for in the scope of services. The payments shall be made on a monthly basis upon receipt and approval of CONTRACTOR'S invoice for completed work. Total compensation for services and

reimbursement for costs shall not exceed **$604,800.00** with an annual cost not to exceed **$201,600.00** or as otherwise mutually agreed to in a Contract Change Order.

Pursuant to Section 22300 of the Public Contract Code, CONTRACTOR will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the CITY to ensure performance under the contract. Said securities will be deposited either with the CITY or with a State or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit. CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

a. Invoices submitted by CONTRACTOR to CITY must contain a brief description of work performed, location of work, time used, materials and special equipment and City project number. Payment shall be made within thirty (30) days of approval of invoice by City.

b. Upon completion of work and acceptance by CITY, CONTRACTOR shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by CITY upon receiving a written request thirty (30) days in advance of said time limitation. CITY shall have no obligation or liability to pay any invoice for work performed which CONTRACTOR fails or neglects to submit within sixty (60) days, or any extension thereof granted by the CITY, after work is accepted by CITY.

3. INSURANCE. During the term of this Contract, CONTRACTOR shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached **Exhibit C (Insurance Requirements and Forms)** which is attached to this contract and incorporated by this reference, and shall otherwise comply with the other provisions of **Exhibit C**. Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

CONTRACTOR shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this contract, the policies of insurance specified in **Exhibit C**, which is attached to this contract and incorporated by this reference, and as provided in the “contract documents” including Section 7-1.06 of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Resolution No. 2016-09-27-1213, effective September 27, 2016.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

The Additional Insured coverage under the CONTRACTOR's policy shall be "primary and non-contributory" and will not seek contribution from the City of Stockton's insurance or self-insurance and shall be at least as broad as ISO CG 20 01 04 13.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Stockton (if agreed to in a written contract or agreement) before the City of Stockton's own insurance or self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the CITY's Risk Management for approval and shall not reduce the limits of liability. Payment Bond in the amount of the self-insured retention (SIR) may be required.

Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the CITY.

The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

CONTRACTOR shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONTRACTOR.

CONTRACTOR agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by CONTRACTOR agree to be bound to CONTRACTOR and the CITY in the same manner and to the same extent as CONTRACTOR is bound to the CITY under the Contract Documents. CONTRACTOR further agrees to include these same provisions with any subcontractor regardless of tier. A copy of the CITY Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The CONTRACTOR shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and contractor will provide proof of compliance to the CITY.

4. INDEMNITY AND HOLD HARMLESS. With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, CONTRACTOR shall indemnify, protect, defend with counsel approved by CITY and at CONTRACTOR'S sole cost and expense, and hold harmless CITY, its Mayor, Council, officials,

representatives, agents, employees, and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, State, or municipal law or ordinance, or City Policy, by CONTRACTOR or CONTRACTOR'S officers, agents, employees, volunteers or subcontractors. CONTRACTOR shall not be obligated to indemnify or defend CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of CONTRACTOR to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by CONTRACTOR under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With exception that this section shall in no event be construed to require indemnification, including the duty to defend, by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, the parties agree that CONTRACTOR'S duty to defend CITY is immediate and arises upon the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by CONTRACTOR or CONTRACTOR'S officers, agents, employees, volunteers or subcontractors. CONTRACTOR'S duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITYS liability, breach of this Agreement, or other obligation or fault has been determined. CONTRACTOR shall be immediately obligated to pay for CITY'S defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert consultant and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, CITY will then reimburse CONTRACTOR for amounts paid in excess of CONTRACTOR'S proportionate share of responsibility for the damages within 30 days after CONTRACTOR provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures CONTRACTOR is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless CITY, its Mayor, Council, officials, representatives, agents employees and volunteers from and against all

claims, losses, expenses, and costs including, but not limited to attorneys' fees, arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of CONTRACTOR, regardless of whether such claim may be covered by any applicable workers compensation insurance. CONTRACTOR'S indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability acts, or other employee benefit acts.

CONTRACTOR'S obligation to defend, indemnify, and hold the CITY, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Contract for CONTRACTOR to procure and maintain a policy of insurance.

CONTRACTOR/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

If any section, subsection, sentence, clause or phrase of this indemnification is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this indemnification.

5. SCHEDULE AND TERM. CONTRACTOR shall perform the scope of work as described in **Exhibit A** according to the schedule detailed in **Exhibit A**, which is attached to this Contract and incorporated by this reference. This contract shall commence on the date written above and shall expire on **JUNE 30, 2025**, unless extended by mutual agreement through the issuance of a Contract Change Order. This contract provides for two (2), one (1) year extensions at the same rates and terms as outlined in **Exhibit A** and **Exhibit B.**

6. CONFORMANCE TO APPLICABLE LAWS. CONTRACTOR shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances.

a. TITLE VI

Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d) http://www.dol.gov/oasam/regs/statutes/titlevi.htm.

The City of Stockton requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

b. DISCRIMINATION AND HARASSMENT POLICY

The City of Stockton has a Discrimination and Harassment Policy **(Exhibit D)**. The purpose of this policy is to reaffirm the CITY's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

c. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

The bidder shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement.
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2.

d. PREVAILING WAGE

CONTRACTOR and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each subcontractor's responsibility to insure that the prevailing wage rates of concern is current and paid to the employee.

i. The CONTRACTOR performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at http://www.dir.ca.gov/OPRL/pwd/Determinations/Northern/Northern.pdf. The CONTRACTOR shall be responsible for posting said wage rates at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work.

ii. Should the CONTRACTOR choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the CONTRACTOR shall reimburse the CITY the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the

request of the CITY, reimbursement will not be required. To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California. To forfeit as a penalty to CITY the sum of TWENTY FIVE AND NO/100 DOLLARS ($25.00) for each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under CONTRACTOR, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California. That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.

iii. The CONTRACTOR to whom the contract is awarded shall insure that the prime and each subcontractor will in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention Contract Compliance Officer. It shall be the CONTRACTOR'S responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.

iv. The CONTRACTOR shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administer and conduct apprenticeship programs, if applicable to the job.

e. LOCAL EMPLOYMENT ORDINANCE

Pursuant to Stockton Municipal Code Section 3.68.095 the CONTRACTOR and all subcontractors shall make a good faith effort to employ at least 50 percent of the workforce on this project from local residents, as measured by total labor work hours. Failure of any CONTRACTOR or subcontractor to comply with these requirements shall be deemed a material breach of the contract or subcontract. CONTRACTORS and subcontractors shall maintain records necessary for monitoring their compliance with section 3.68.095.

7. CHANGE ORDERS. CITY reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work, as may be deemed by the Project Manager to be necessary or advisable and to require such extra work as

may be determined by the Project Manager to be required for the proper completion of the whole work contemplated.

Any such changes will be set forth in a contract change order which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the City Manager and/or the City Council.

8. RIGHTS AND DUTIES OF CITY. CITY shall make available to CONTRACTOR all data and information in the possession of CITY which both parties deem necessary to complete the work, and CITY shall actively aid and assist CONTRACTOR in obtaining such information as may be deemed necessary from other agencies and individuals.

9. OBLIGATIONS OF CONTRACTOR. Throughout the term of this Contract, CONTRACTOR represents and warrants that it has or will have at the time this Contract is executed, all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required for the CONTRACTOR to practice its professions, and CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Contract all such licenses, permits, qualifications, insurance, and approvals CONTRACTOR shall meet with the Public Works Director or other personnel of CITY or third parties as necessary on all matters connected with the carrying out of CONTRACTOR'S services. Such meetings shall be held at the request of either party hereto. CONTRACTOR further warrants that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

10. TERMINATION. This Agreement is effective on the Effective Date. The City may terminate this Contract and work pursuant to any of all scope of works at any time by mailing a notice in writing to Contractor. The Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of work actually completed at the time the notice of termination is received.

11. CONTRACTOR STATUS. In performing the obligations set forth in this Contract, CONTRACTOR shall have the status of an independent contractor and CONTRACTOR shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of CONTRACTOR are its agents and employees, and are not agents of the CITY. Subcontractors shall not be recognized as having any direct or contractual relationship with the CITY. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of CONTRACTOR. The CONTRACTOR shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Contract. The CONTRACTOR is responsible to the CITY for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

a. If in the performance of this Contract any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by CONTRACTOR.

i. It is further understood and agreed that CONTRACTOR must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONTRACTOR'S personnel.

ii. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against the CITY based upon any contention by any third party that employer-employee relationship exists by reason of this Contract.

12. ASSIGNMENT. CONTRACTOR shall not assign, sublet, or transfer this Contract or any interest or obligation in the Contract without the prior written consent of the CITY, and then only upon such terms and conditions as CITY may set forth in writing. CONTRACTOR shall be solely responsible for reimbursing subcontractors.

13. HEADINGS NOT CONTROLLING. Headings used in the Contract are for reference purposes only and shall not be considered in construing this Contract.

14. NOTICES. Any and all notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To CONTRACTOR: West Coast Arborists, Inc.
2200 E. via Burton Street
Anaheim, CA 92806

To City: Public Works Director
City of Stockton
22 E. Weber Ave., Rm. 301
Stockton, CA 95202

15. LICENSES, CERTIFICATIONS, AND PERMITS. Prior to the CITY'S execution of this Contract and prior to the CONTRACTOR engaging in any operation or activity set forth in this Contract, CONTRACTOR shall obtain a City of Stockton business license, which must be kept in effect during the term of this Contract. CONTRACTOR covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Contract.

16. RECORDS AND AUDITS. CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Contract. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONTRACTOR agrees that CITY or its delegate shall have the right to review,

obtain, and copy all records pertaining to performance of the Contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested, and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purposes of determining compliance with this Contract. CONTRACTOR agrees to maintain such records for a period of three years from the date that final payment is made.

17. CONFIDENTIALITY. CONTRACTOR shall exercise reasonable precautions to prevent the unauthorized disclosure and use of CITY'S reports, information, or conclusions.

18. CONFLICTS OF INTEREST. CONTRACTOR covenants that other than this Contract, CONTRACTOR has no financial interest with any official, employee, or other representative of the CITY. CONTRACTOR and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner or degree by the performance of CONTRACTOR'S services under this Contract. If such an interest arises, CONTRACTOR will immediately notify CITY.

19. WAIVER. In the event either CITY or CONTRACTOR at any time waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or of any other covenant, condition, or obligation.

20. GOVERNING LAW. California law shall govern any legal action pursuant to this Contract with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.

21. DISPUTE RESOLUTION. Prior to undertaking any litigation, the Parties shall make reasonable efforts to resolve all disputes informally, including by means of a conference between senior managers of each Party having authority to resolve the dispute.

1. Venue
   Any controversy or claim between the Parties shall be determined with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.

2. If any litigation action or proceeding is commenced in connection with this Agreement, the prevailing Party, as determined by the court, shall be entitled to reasonable attorneys' fees (including allocated costs for in-house legal services), costs and necessary disbursements incurred in such action or proceeding.

22. NO PERSONAL LIABILITY. No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY or for any amount due CONTRACTOR.

23. INTEGRATION AND MODIFICATION. The response by CONTRACTOR to the Request for Proposals or Qualifications and the Request for Proposals or Qualifications on file with the CITY are hereby incorporated herein by reference to the extent that such documents do not differ from the provisions and terms of this Contract that shall supersede such response to Request for Proposals or Qualifications. This Contract represents the entire integrated agreement between CONTRACTOR and CITY, supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and may be amended only by written instrument signed by CONTRACTOR and CITY. All exhibits and this contract are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Contract and the attached exhibits, the terms of this Contract will prevail.

24. SEVERABILITY. The provisions of this Contract are severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

25. THIRD PARTY RIGHTS. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than CITY and CONTRACTOR.

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26. AUTHORITY. The undersigned hereby represent and warrant that they are authorized by the parties to execute this Contract.

IN WITNESS WHEREOF: the parties have executed this Contract the day and year first hereinabove written.

CITY OF STOCKTON

By:_____
HARRY BLACK
CITY MANAGER

ATTEST:

By:_____
ELIZA R. GARZA, CMC
CITY CLERK

APPROVED AS TO FORM:

By:_____
DEPUTY CITY ATTORNEY

WEST COAST ARBORISTS, INC.

By:_____
Signature

Patrick Mahoney
Print Name

Title: President

CITY OF STOCKTON

PUBLIC WORKS DEPARTMENT

SPECIAL PROVISIONS

EMERGENCY ON-CALL TREE SERVICES

PROJECT NO. OM-22-051

Mandatory Job Walk: N/A

Bid Opens: Thursday, April 28, 2022 2 p.m.

CONTRACTOR MUST HAVE A CLASS “C-61” and “D-49”LICENSE

Emergency On-Call Tree Services
Project No. OM-22-051

1.0 GENERAL DESCRIPTION OF WORK

The City of Stockton is seeking bids from State licensed contractors for a multi-year contract for emergency on-call tree services as set forth herein, in compliance with all applicable laws, regulations, policies and procedures. The work described herein is for emergency tree services, including disposal, throughout the City of Stockton. The contractor shall provide all necessary labor, tools, equipment, materials, and incidentals to competently complete the work and properly dispose of all materials generated according to the most recent "Best Practices" of the industry. The contractor shall be responsible for providing a crew with equipment during the weekdays, weekends, holidays and at all hours (24 hour per day, 7 days per week) to address tree related emergencies. Rates provided by the contractor in the bid schedule shall apply to all hours of the day, and all days of the week, including holidays. Work locations may include, but not be limited to, residential front yards, "park way strips" between the sidewalk and curb, landscaped street right of way and tree wells. The work will include emergency on-call tree services consisting of a variety of tasks including, but not limited to, clearing of City right of way, disposal of materials and notification of City staff. The selected contractor will work closely with City staff. The quantities in the bid schedule are estimated annual amounts. The actual amount paid will depend on the amount of work performed.

2.0 SCOPE OF WORK

- Contractor shall provide a standard crew and equipment to respond to tree related emergencies. The minimum crew size is to be three (3) crew members and one (1) lead person, a chipper van, chipper and an aerial lift truck and/or front loader. In the event a crane is required, contractor will provide the crane and operator. Crane operator may be one of the standard crew members referenced above; however, crane operator must be certified as recognized by the National Commission for the Certification of Crane Operators (NCCCO).

- Contractor will be provided with the emergency locations via telephone by a City authorized representative (City Supervisor, Parks Manager or Fire Communication staff) and will perform tree services as requested by City staff. Emergency response time will be within one (1) hour of receipt of call from City staff, and City staff calls may be at any time of day, 7 days per week, holidays included. The contractor shall not charge more than 1-hr time for any City staff call that is cancelled by the City, regardless of status of dispatch of the Contractor's crew.

- Tree services shall include, but not be limited to, removal of downed tree or limbs from City property, downed trees or tree limbs blocking a right-of-way area, on a vehicle, blocking access to a home or business, on a house or broken and hanging limbs. Contractor will assess the affected area and perform services to ensure public safety.

- Contractor will provide City representative with a twenty-four (24) hour emergency phone number.

- Contractor shall be required to provide all necessary traffic control during the course of all emergency work as shown in Section 9.0, Traffic Control and subject to City approval. Should the work involve any high voltage power lines or any utility lines the contractor shall be required to notify the responsible utility company.

- Contractor shall comply with all federal, state and local safety regulations.

- Contractor shall hold a valid, current and active C-61/D-49 Contractor's license.

- Contractor shall submit invoices every two weeks to the City representative/project manager. Invoices will be paid within 30 days of approval by City staff.

- The initial term of the contract will be for three (3) years with up to two (2) one-year renewals for a total contract term not to exceed five (5) years.

3.0 MATERIALS

Materials shall include, but not be limited to, all labor, materials, and equipment required for tree work.

4.0 LICENSING

A Class C-61 Limited Specialty and Class D-49 Tree Service license issued by the California Contractors State License Board is required for this project.

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful bidder.

Contractor shall possess a City of Stockton Business License. Contractor is not required to have the business license to bid on this work. The contractor selected to perform this work must obtain a City of Stockton Business License prior to a purchase order being issued for this work.

5.0 CONTRACTOR QUALIFICATIONS

Contractor shall have adequate equipment and employ adequate staff to perform the described work.

5.0.1 Minimum Age Requirement: All employees of the Contractor must be a minimum of 18 years of age.

5.0.2 Conflict of Interest: The Contractor shall not employ any person who is an employee of the City if the employment of that person would create a conflict of interest.

5.0.3 Contractor Responsibilities

The Contractor shall employ only competent and skilled workers for work under this project. The City shall, throughout the life of this project, have the right of reasonable rejection and/or approval of staff assigned to the work by the contractor. If the City rejects one of Contractor's staff, the Contractor must provide replacement staff satisfactory to the City at no additional cost to the City. If, in the opinion of the City, any Contractor employee who is incompetent, disorderly, refuses to perform in accordance with the specifications, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, shall be removed immediately from work under this project upon request of the City.

The Contractor shall appoint a Project Manager who shall be responsible for the performance of the work and an alternate(s) who shall act for the Contractor when the Project Manager is absent. The names of these persons shall be designated in writing to the City. For this work, the term “Project Manager” shall include the alternate as specified above. The Project Manager, or their designee/alternate, shall be available during normal business hours to meet with City representative(s) to discuss any problem areas. Contractor shall provide contact information for both the Project Manager and alternate. The Project Manager shall have a telephone/pager to permit timely contact by the City. The Project Manager must respond to a call/page within 30 minutes.

Contractor acknowledges it is an independent contractor and shall not for any purpose be deemed to be an employee, agent, or other representative of the City. Contractor shall not assign, sublet, transfer or otherwise substitute its interest in this work, or any of its obligations, without the prior written consent of the City. It is the intent of these specifications that all work is to be performed by Contractor's forces.

No unauthorized person or persons not employees of the Contractor (i.e., spouse, children, brother, sister, friends, etc.) shall be allowed within the immediate work area during the performance of services under this project.

Wherever work is being performed, Contractor shall have a designated person at the work site that has the authority to respond to the City Administrator and/or any citizens about work details or priorities. This designated person shall be able to accurately and effectively communicate any essential information.

Contractor shall provide supervision to assure that tasks are performed to the standards set forth herein. Contractor is solely responsible for the day-to-day supervision and control of

Contractor's employees. Personal supervision is not required provided that equipment or other means are provided that enables the work crews to communicate with the Contractor at all times.

Contractor shall employ a sufficient number of staff to ensure performance of the work described. All work shall be performed by experienced staff directly employed by the Contractor. The Contractor shall provide management and technical supervision through competent supervisors as required to implement modern methods and any newly developed procedures. The contractor shall be responsible for the skills, methods, and actions of Contractor's employees and all work.

5.0.4 Illness and Injury Prevention Program: Contractor shall have an Illness and Injury Prevention Program.

5.0.5 Quality Assurance / Quality Control Program: Contractor shall have a quality assurance/quality control program that includes procedures that are required to ensure that work is being internally inspected and that all work is performed in accordance with proper professional practice. The Contractor's quality assurance/quality control program and on-site work shall be subject to review, inspection and approval by the City representative who may withhold payment for any work found to have been performed unprofessionally, at the sole discretion of the City representative.

5.0.6 Inventory of Materials: Contractor shall have adequate inventory of materials used in the performance of this project. Contractor shall provide all supplies necessary to accomplish the required services. Materials and supplies shall conform to project requirements and industry standards for the type of work being performed.

5.0.7 Standards of Performance

Contractor is expected to provide the highest level of quality compatible with practices and modern techniques accepted by the industry. The Public Works Director or designee(s) shall be the sole judge as to whether Contractor's work conforms to the specifications.

Contractor and Contractor's personnel shall present a neat appearance. Contractor and Contractors employee(s) shall wear a uniform which clearly identifies the Contractor's company and the employee.

Contractor's vehicles shall be clearly marked with the Contractor's company name and logo and Contractor's license #.

Contractor shall provide at their own risk, all labor, materials, supervision, tools, equipment, insurance, storage, transportation, loading, hauling, dumping, proper protection and all other items needed, or as directed to perform the work described in these specifications.

Contractor shall appoint a person (Supervisor) acting as Foreman, Senior Lead Person, or Supervisor, or him/herself to oversee all work crews at all times while performing work under this project. Personal supervision by the Supervisor is not required provided that equipment or other means are provided that enables the work crews to communicate with the Supervisor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries from any citizens encountered during the course of work and be able to communicate with the Public Works Director, City Administrator or other representative about work details and/or priorities. This designated person shall be able to accurately and effectively communicate any information essential to the operation of the organization.

All work shall be performed with the utmost concern for safety of both the workers and the public. Contractor is expected to be familiar with all areas and locations of the work and if they are not, shall have those questions answered before commencing work on this project.

6.0 WORKMANSHIP

Contractor is expected to respect all parties they encounter. Contractor shall perform work to the satisfaction of the Public Works Director or Designee(s). The Contractor shall cooperate with the Public Works Director or Designee(s) to enable determination of project compliance. If any work does not meet the standards specified, the Contractor will be responsible for correcting such deficiencies within five (5) working days or as directed by the Public Works Director or Designee(s). Corrections shall be at no additional cost to the City of Stockton. Contractor is expected to use additional personnel for corrections. There shall be no delay of regular maintenance to complete corrections.

7.0 DAMAGE TO IMPROVEMENTS AND PROTECTION OF PROPERTY

Contractor shall be held responsible for the preservation and protection of all public and private property and improvements adjacent to the work area and shall exercise due caution to avoid and prevent any damage to adjacent property and/or improvements. Should any direct or indirect damage or injury result to any public or private property or to any persons encountered in the course of work on account of any act, omission, neglect, or misconduct in the execution of the work, or as a consequence of non-execution thereof on the part of the Contractor or any of their employees or agent, such property or person shall be restored and made whole at the expense of the contractor.

Where personal property may be affected by Contractor's operations that the Contractor cannot effectively protect, Contractor shall notify the potentially affected property owner(s) prior to the operations to take steps to protect the personal property. Contractor shall notify City within 24 hours of any damage to any City or private amenities/improvements/property caused by Contractor.

Contractor shall take all reasonable measures to prevent accidental spills of fuel or oil for Contractor's equipment. In the event of such spill, immediately remove all spilled material, properly dispose of the spilled material and any material used in clean-up/absorption of the spilled material, and, if necessary, notify the proper authorities in accordance with applicable law.

8.0 SAFETY

Contractor shall be solely responsible for the safety and welfare of all Contractors' personnel performing work under this project. Contractor is solely responsible for advising and educating all personnel to the health hazards associated with this work prior to personnel commencing work under this project. Contractor shall have an injury and illness prevention program (IIPP) and shall provide a copy of the program with their bid.

All work shall be performed with the utmost concern for safety of both the workers and the public. Where necessary, contractor shall barricade or temporarily close to the public those areas where work is being performed.

9.0 TRAFFIC CONTROL

Attention is directed to Part 6 of the California Manual on Uniform Traffic Control Devices (MUTCD), Sections 7-1.03, "Public Convenience", 7-1.04, "Public Safety", and 12, "Temporary Traffic Control", of the Caltrans Specifications. Nothing in these bid documents shall be construed as relieving the Contractor from the responsibilities specified in these sections.

Lane closures shall conform to Section 9.0.1 Traffic Lane and Sidewalk Closure of this document.

The Contractor shall furnish, and maintain in good working order, all barricades and flashers, and provide flaggers as necessary to protect pedestrians, bicyclists, and vehicular traffic.

The Contractor shall provide adequate and continuous ingress and egress for all adjacent properties; except for the limited period of time it is necessary to perform work at a specific property. The Contractor shall diligently prosecute all work directly impacting businesses to completion. The Contractor shall coordinate limited closures with tenants or owners, as required by these bid documents, and as directed by the Engineer.

9.0.1 Traffic Lane and Sidewalk Closures

Lanes and sidewalks may be closed only as necessary to perform work at a specific property. Except for work required under Section 7-1.03 "Public Convenience" and Section 7-1.04, "Public Safety" of the Caltrans Specifications, work that interferes with public traffic shall be performed only as indicated. Traffic lane and sidewalk closures shall conform to the MUTCD requirements.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

Adequate ingress and egress shall be maintained throughout the project limits for fire, police, and other emergency vehicles. The Contractor shall provide adequate ingress and egress for residences, property owners, and abutting business owners to their respective properties except when performing work at their specific locations.

Also, the Contractor shall provide adequate signing, barricades and flashers or portable flashing beacons, flaggers, and other equipment and personnel necessary to adequately control and direct traffic in a safe manner. The Contractor shall maintain all barricades, flashers and detour signs twenty-four (24) hours a day.

Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

April 22, 2022

City of Stockton
Attn: City Clerk
425 N. El Dorado Street
Stockton, CA 95202

RE: RFB: Emergency On-Call Tree Services Project No. OM-22-051
Due: Thursday, April 28, 2022 at 2:00PM

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) the opportunity to submit a proposal for tree maintenance services for the City of Stockton. WCA is a family-owned and operated company employing over 1,000 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability.

WCA's corporate values include listening to customers and employees to help improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, we are able to provide 'gold standard' tree care services. WCA's top management team has created a culture where employees become accountable for actions and results. Our Tree Care Industry Association (TCIA) company-wide accreditation is evidence of the commitment WCA has to our safety and training programs, customer satisfaction and our capacity to maintain industry standards.

WCA has a 50-year track record of working for more than 330 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service), Class C27 (Landscaping) and Class C31 (Traffic Control). We currently employ over 90 Certified Arborists and over 150 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

Our employees will operate from our Stockton Office located at 3625 E. Stevenson Avenue, Stockton, CA 95205. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at vgonzalez@wcainc.com. Cal Haupt, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (925) 595-1720 or chaupt@wcainc.com.

Sincerely,

Patrick Mahoney, President

CITY OF STOCKTON

PUBLIC WORKS DEPARTMENT

BID FORMS
FOR

EMERGENCY ON-CALL TREE SERVICES

PROJECT NO. OM-22-051

DO NOT DETACH ANY OF THIS MATERIAL
THIS CONSTITUTES YOUR BID PROPOSAL

SUBMIT ONE ORIGINAL OF THIS BID PROPOSAL

Job Walk: N/A

BID OPENING: April 28, 2022 @ 2 pm, City Hall, Clerk's Office

BIDDER'S NAME: West Coast Arborists, Inc.

EMERGENCY ON-CALL TREE SERVICES
BIDDER'S CHECKLIST/AGREEMENT
CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
(Checklist Not Required to be Submitted)

Did you complete and/or properly sign:

__X__ You have carefully examined the specifications and all other provisions of this form and understand the meaning, intent, and requirements of same.

__X__ Review and sign all Letters of Clarification on the City web site at www.stocktonca.gov/pwbid prior to submitting your bid. Submit signed letters with bid.

__X__ List of Subcontractors (Bid Forms)

__X__ Non-Collusion Declaration form (Bid Forms)

__X__ Department of Industrial Relations Labor Compliance Self-Certification (Bid Forms)

__X__ Title VI Violation Self-Certification (Bid Forms)

__X__ Registered with the Department of Industrial Relations (California Labor Code Section 1725.5)

__X__ Submit proof of registration (registration number, contractor name, license type/number) from Department of Industrial Relations for all Contractors/Subcontractors (regardless of tier). Proof of registration is due with bid submittal. Subcontractor proof of registration is due no later than four business days after bid opening. Bids will not be accepted from unregistered contractors.

__X__ Local Employment Ordinance form (Bid Forms)

__X__ Local Business Preference Ordinance form (Bid Forms)

__X__ Advise all subcontractors of prevailing wage rate, apprenticeship, Title VI, DIR, and all other contract compliance requirements

__X__ Include your 10% bidder's security (bidder's bond, certified or cashier's check)

__X__ Review and understand all Questions/Answers/Clarifications on the City web site at www.stocktonca.gov/pwbid prior to submitting your bid

__X__ Submit company name and contact information to Katrina Cooper at (209) 937-8676 or email at Katrina.Cooper@stocktonca.gov

__X__ Attend Job Walk, if mandatory: N/A

__X__ Submit one (1 Original of all bid documents

__X__ Deliver the sealed bid proposal to City Hall, City Clerk's Office (1st floor), 425 N. El Dorado Street, Stockton, CA 95202 not later than **Thursday, April 28, 2 pm.** Sealed bid shall be marked "BID" and indicate project name, number, and bid opening date. **Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the bid arriving in the City Clerk's Office after the bid opening deadline and therefore not being accepted.**

BID FOR PUBLIC WORK

CITY OF STOCKTON

Stockton, CA April 22, 20 22

TO THE HONORABLE CITY COUNCIL OF THE CITY OF STOCKTON:

Pursuant to your Notice Inviting Sealed Bids, I, we, or either of us:

West Coast Arborists, Inc., a Corporation
(State whether individual, firm, corporation, association, or co-partnership)

hereby offer (and hereby promise and agree in case this bid is accepted) to furnish all labor, material, equipment and supplies necessary to complete the work mentioned in said Notice Inviting Sealed Bids in strict accordance with the plans and specifications for said work to be done and labor, materials, and equipment and supplies to be furnished, which plans and specifications are on file in the office of the City Clerk of the City of Stockton and made part hereof by reference, the same as if herein fully set out, at the following rates and prices, to-wit:

EMERGENCY ON-CALL TREE SERVICES
OM-22-051

BIDDING SCHEDULE

Each bidder shall provide the hourly rates and Item Totals as indicated in the table below. Failure to complete the table shall result in the bid being considered non-responsive. Line item costs should include all Contractor's overhead and profit and indirect costs. Hourly rates shall include labor, overhead and profit, traffic control, equipment, materials, material disposal, site clean-up, and public safety precautions, all subject to City approval and all per the project specifications.

Bids will be awarded to the responsive bidder with the lowest Total Bid.

Hour quantities shown are estimates only. They serve as a basis for bid comparison.

BASE BID

Item	Emergency Response	Hourly Rate	Est. Annual Quantities	Initial 3-year Term	Item Total
1	Standard Crew (Minimum size to be three crew members and one lead person)	$480.00	300 hrs.	X 3	$432,000.00
2	Standard Crew (per item 1) with crane and operator (operator may be one of the Standard Crew persons).	$480.00	120 hrs.	X 3	$172,800.00
	Total Bid	Blank	Blank	Blank	$604,800.00

TOTAL BID $604,800.00

BIDDING COMPANY NAME: West Coast Arborists, Inc.

COMPANY REPRESENTATIVE NAME: Patrick Mahoney

COMPANY REPRESENTATIVE SIG.: _____ DATE: 04/22/22

COMPANY REPRESENTATIVE PHONE NUMBER: (714) 991-1900

COMPANY REPRESENTATIVE EMAIL: vgonzalez@wcainc.com

BIDDER CERTIFICATION

The undersigned agrees that if this bid is accepted, he/she will contract with the City of Stockton in the form of contract attached hereto to perform all of the work in accordance with the contract and the drawings, specifications, and other documents incorporated therein; that he/she will take in full payment therefor, and for all other obligations assumed under the contract, the prices set forth in the following bid schedule except as otherwise provided in the specifications; and that he/she will execute such contract and furnish the required contract bonds in the manner and within the time provided in the bidding requirements and conditions. The undersigned further agrees that he/she has carefully examined the site of the work and the bid documents and any addenda thereto, and is fully informed of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work; that the only parties interested in this bid as principals are those named herein and that this bid is made without collusion with any other party; and that this bid is submitted in all respects in accordance with the bidding requirements and conditions and all other requirements of the bid documents.

A BID GUARANTY ACCOMPANIES THIS BID IN THE FORM OF: *(Check one of the following)*

- ☐ Cash, or
- ☐ Cashier's check, or
- ☐ Certified check payable to City of Stockton, or
- ☒ Bidder's bond in favor of the City.

For any amount not less than ten percent (10%) of the aggregate of the bid.

ALSO ACCOMPANYING THIS BID ARE THE FOLLOWING ATTACHMENTS, PROPERLY EXECUTED AND SIGNED:

1. List of Subcontractors
2. Non-Collusion Declaration
3. DIR Self-Certification
4. Title VI Self-Certification
5. Local Employment Ordinance Acknowledgement
6. Local Business Preference Acknowledgement

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS

West Coast Arborists, Inc.	(714) 991-1900		95-3250682
Name of Firm	Phone		Tax I.D. No.
3625 E. Stevenson Avenue	Stockton	CA	95205
Address	City	State	Zip
366764	C27, C31, C21, C61/D49		12/31/22
Contractor	Lic. No. & Classification		Expiration Date

NOTE - State law requires bidders on public agency contracts to include on their bid: (1) their State contractors license number, (2) the license expiration date, and (3) a statement that the representations made therein are made under penalty of perjury. The law further states that "Any bid not containing this information, or bid containing information which is substantially proven false shall be considered non-responsive and shall be rejected by the public agency."

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY

BIDDER SIGN ⇐ HERE

Signature

Patrick Mahoney, President
Title

ARCH INSURANCE COMPANY

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, **West Coast Arborists, Inc.**, as Principal, and the **ARCH INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of MISSOURI, and authorized to do business in the State of **California** as Surety, are held and firmly bound unto **City of Stockton** as Obligee, in the sum of **Ten Percent of Total Amount Bid ---------- (10% of Total Amount Bid)** DOLLARS, lawful money of the United States of America, to the payment of which sum well and truly to be made, the Principal and Surety bind themselves, and each of their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such, that, if the Obligee shall make any award to the Principal for:

Emergency On-Call Tree Services, Project No. OM-22-051
Bid Date: 04/28/2022

According to the terms of the proposal or bid made by the Principal therefore and the Principal shall duly made and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with the ARCH INSURANCE COMPANY, as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

This bond is subject to the terms and conditions attached hereto and made a part hereof.

SIGNED, SEALED, DATED: April 21, 2022

West Coast Arborists, Inc.
(Principal)

By: _____
Patrick Mahoney, President

Arch Insurance Company
(Surety)

By: _____
Rosa E. Rivas, Attorney-In-Fact

DIRECT CORRESPONDENCE TO:
ARCH INSURANCE COMPANY, 550 Hope Street, Ste. 2600, Los Angeles, CA 90071
PHONE (213) 283-3500 • FAX (213) 283-2075

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 4/25/22 before me, Amelia Menzel, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Patrick Mahoney
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

AMELIA MENZEL
Notary Public - California
Orange County
Commission # 2284387
My Comm. Expires Apr 5, 2023

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney	Signer's Name: _____
☑ Corporate Officer — Title(s): President	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: WCA, Inc.	Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 04/21/2022 before me Tracy Aston, Notary Public, personally appeared Rosa E. Rivas who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

TRACY ASTON
Notary Public - California
Los Angeles County
Commission # 2285552
My Comm. Expires May 15, 2023

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

AIC 0000367924

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Meghan Hanes, Rosa E. Rivas, Samantha Russell and Tracy Aston of Los Angeles, CA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00).
This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **23rd day of March, 2022**

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company
CORPORATE SEAL 1971 Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman** , Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated March 23, 2022** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 21st **day of** April, **20**22.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company
CORPORATE SEAL 1971 Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

AICPOA040120

Printed in U.S.A.

LIST OF SUBCONTRACTORS

GENERAL CONTRACTOR: West Coast Arborists, Inc.

PROJECT: Emergency On-Call Tree Services No. OM-22-051

PLEASE LIST BELOW ALL SUBCONTRACTORS CONTRIBUTING TO THIS WORK

Each bidder shall give the name, business address, license number, description of the work, and the dollar amount to be PAID the subcontractor, for each subcontractor that will be used on the project, if the Bidder is awarded the contract. Only subcontractors with work in excess of one-half of one percent (0.5%) or $10,000 (whichever is greater) of the Bidder's total bid need to be listed. All work in excess of one-half of one percent (0.5%) or $10,000 (whichever is greater) of the Bidder's total bid, for which a subcontractor is not listed on this form, shall be performed by the Bidder's own organization. Additional numbered pages listing proposed subcontractors may be attached to this page. Each page shall be headed "Proposed Subcontractors" and shall be signed by the Bidder.

PRINT LEGIBLY OR TYPE

BUSINESS NAME/ADDRESS	LICENSE NUMBER & LICENSE CLASSIFICATION	DEPT. OF INDUSTRIAL RELATIONS REGISTRATION NUMBER	TYPE OF WORK	AMOUNT
No subcontractors to be used				

Patrick Mahoney, President ⇐ BIDDER SIGN HERE

(SIGNATURE OF BIDDER)

NON-COLLUSION DECLARATION

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY of STOCKTON DEPARTMENT OF PUBLIC WORKS.

The undersigned declares:

I am the President, of West Coast Arborists, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 22, 2022 at Anaheim (city), CA (state).

Patrick Mahoney, President

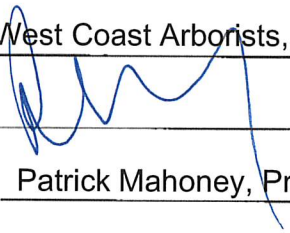
(Signature)

DEPARTMENT OF INDUSTRIAL RELATIONS
LABOR COMPLIANCE
SELF-CERTIFICATION

We, the undersigned, self-certify that we will comply with all California Department of Industrial Relations (DIR) laws, rules and regulations that apply to Public Work as defined in Labor Code Section 1720(a)(1), as well as Senate Bill 854 (2014), and all other related statutes.

In addition, we acknowledge that to be eligible to bid on City of Stockton Public Works projects, we and all subcontractors under us are registered, and will remain registered with the DIR until project completion; otherwise, we will be disqualified from consideration as a bidder for the subject project.

CONTRACTOR: West Coast Arborists, Inc.

BY: 

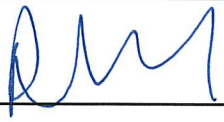
TITLE: Patrick Mahoney, President

DATE: April 22, 2022

TITLE VI VIOLATION SELF-CERTIFICATION

We, the undersigned, self-certify that pursuant to Federal Code of Regulations (CFR), 23 CFR 200.9, 633 and 49 CFR 21.7, we do not have any unresolved violations under Title VI of the Civil Rights Act of 1964 and related statutes, including Americans with Disabilities Act (ADA). In addition, we acknowledge that an unresolved Title VI violation will disqualify us for consideration as a bidder for the subject project.

CONTRACTOR: West Coast Arborists, Inc.

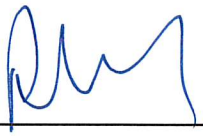
BY: 

Patrick Mahoney, President
TITLE

DATE: April 22, 2022

LOCAL EMPLOYMENT ORDINANCE

This contract is subject to the requirements of the City of Stockton's Local Employment Ordinance. By my signature below, I certify that I have read and understood the Local Employment Ordinance of the City of Stockton, and agree to abide by its provisions. If selected to perform this contract, I specifically agree to report data on the actual number of Stockton residents employed, and understand that data will be subject to verification by an independent auditor.

Signature of Bidder  Patrick Mahoney, President

Date Signed April 22, 2022

LOCAL BUSINESS PREFERENCE ORDINANCE

The City of Stockton's Local Business Preference Ordinance applies to this project. By my signature below, I certify that I have read and understood the Local Business Preference Ordinance of the City of Stockton, and agree to abide by its provisions.

Signature of Bidder _____ Patrick Mahoney, President

Date Signed April 22, 2022

dca

CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE

License Number **366764** Entity CORP

Business Name WEST COAST ARBORISTS INC

Classification(s) C61/D49 C27 A C21 B C31

Expiration Date 12/31/2022 www.cslb.ca.gov

State of California
Department of Industrial Relations

Contractor Information

Legal Entity Name
WEST COAST ARBORISTS INC
Legal Entity Type
Corporation
Status
Active
Registration Number
1000000956
Registration effective date
07/01/19
Registration expiration date
06/30/22
Mailing Address
2200 E VIA BURTON ANAHEIM 92806 CA United States of America
Physical Address
2200 E VIA BURTON ANAHEIM 92806 CA United States of America
Email Address
vgonzalez@wcainc.com
Trade Name/DBA
License Number (s)
CSLB 366764

Registration History

Effective Date	Expiration Date
05/29/18	06/30/19
06/07/17	06/30/18
06/09/16	06/30/17
06/26/15	06/30/16
08/19/14	06/30/15
07/01/19	06/30/22

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C, No. Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED West Coast Arborists, Inc. 2200 E Via Burton Anaheim CA 92806 USA	INSURER A: Starr Indemnity & Liability Company	38318
	INSURER B: Starr Specialty Insurance Company	16109
	INSURER C: Navigators Specialty Insurance Company	36056
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570088275316 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			1000100141211	07/01/2021	07/01/2022	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			1000198198211	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
C	UMBRELLA LIAB X OCCUR			SE21EXCZ059NKIC	07/01/2021	07/01/2022	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1000004229 Workers Comp AZ	07/01/2021	07/01/2022	X PER STATUTE OTH	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		1000004228 Workers Comp CA	07/01/2021	07/01/2022	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

Certificate No : 570088275316

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

West Coast Arborists, Inc.
2200 E Via Burton
Anaheim CA 92806 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West Inc.

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

Exhibit C:
Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any

endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: Subcontractors hired by

Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Contractor shall provide proof of such compliance and verification to the City upon request.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attn: City Risk Services
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. 1 of 14
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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

I. PURPOSE

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

II. POLICY

A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."

B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.

C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.

D. All City employees and non-employees share a responsibility to assist in

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maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.

F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.

G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.

H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.

I. This policy shall be administered by the Director of Human Resources.

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III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:

1. Soliciting applications from a source where all or most of potential workers are of the same race or color.

2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and

3. Questioning a job applicant about the existence, nature and severity of a disability.

B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

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otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. Verbal Harassment: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

2. Physical Harassment: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

3. Visual Harassment: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made a term or condition of employment; or

2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

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3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

Examples of Sexual Harassment include, but are not limited to the following:

a. Unwelcome sexual overtures or propositions.

b. Offering employment benefits or status in exchange for sexual favors.

c. Making or threatening retaliation after a negative response to sexual advances.

d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.

e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.

f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.

g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.

h. Physical conduct such as touching, assaulting, impeding or blocking movements.

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i. Retaliation for making harassment reports or threatening to report harassment.

D. Affordable Care Act (ACA) Anti-Retaliation

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any

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employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment

   a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.

   b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.

   c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

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with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.

2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment

a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.

b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.

c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.

B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.

C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

V. INVESTIGATION PROCEDURES

A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

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responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

B. Investigative Guidelines

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.

2. Confirm the name and position of the complainant. Interview the complainant.

3. Allow the complainant the opportunity to place the complaint in writing.

4. Obtain the identity of the alleged harasser(s).

5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).

6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).

7. Ascertain if any threats or promises were made in connection with the alleged harassment.

8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).

9. Ascertain whether the complainant has spoken to anyone, especially

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supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.

11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.

12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.

13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.

14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.

15. Conduct follow-up interviews, if warranted.

16. Prepare report of findings and discuss with management and designated legal staff.

VI. RESPONDING TO THE COMPLAINT

A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

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make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.

C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.

D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:

1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).

2. Unfounded: The investigation proved that the act(s) or omission(s)

complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.

E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.

F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

VII. DISCIPLINE

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

VIII. ALTERNATIVE REMEDIES

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.)*, any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

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agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

IX. COMMUNICATION OF POLICY

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:

KURT O. WILSON
CITY MANAGER

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File #: 22-0391, **Version:** 1

ADOPT RESOLUTION TO AUTHORIZE THE RECTANGULAR RAPID FLASHING BEACON INSTALLATION PROJECT

RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Approve the Notice of Exemption No. NOE43-19 under the California Environmental Quality Act for the Rectangular Rapid Flashing Beacon Installation, Project No. WT19004/Federal Project No. HSIPL-5008(185).

2. Approve the plans and specifications for the Rectangular Rapid Flashing Beacon Installation, Project No. WT19004/Federal Project No. HSIPL-5008(185).

3. Transfer funds in the amount of $59,435 from the Wilson Way Bridge Slope Protection, Project No. WT18021, to the Rectangular Rapid Flashing Beacon Installation, Project No. WT19004/Federal Project No. HSIPL-5008(185).

4. Award a Construction Contract in the amount of $245,946 to Construction H, Inc. of San Pablo, CA, for the Rectangular Rapid Flashing Beacon Installation, Project No. WT19004/Federal Project No. HSIPL-5008(185).

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Summary

The Rectangular Rapid Flashing Beacon Installation project will install rectangular rapid flashing beacons, upgrade crosswalk ramps to include truncated domes, and improve crosswalk striping at four locations throughout the City (Attachment A - Vicinity Map). Primary funding for this project is from Cycle 9 of the Highway Safety Improvement Program (HSIP). The project was included in the 2021-26 Five-Year Capital Improvement Plan (CIP).

On February 10, 2022, the City received eight bids for this project. Staff recommends award of the Construction Contract to the lowest responsible bidder, Construction H, Inc., in the amount of $245,946. Staff also recommends that Council adopt a resolution approving Notice of Exemption No. NOE43-19 under the California Environmental Quality Act (CEQA) and approving the plans and specifications for the project. Construction is anticipated to be completed by December 2022.

This project is federally funded and is subject to federal Disadvantaged Business Enterprise (DBE) requirements.

DISCUSSION

Background

The HSIP is a federal-aid program that provides funding for projects that contribute to the significant reduction in traffic fatalities and all serious injuries on all public roads. In 2018, Public Works submitted the Rectangular Rapid Flashing Beacon Installation project grant application for funding under Cycle 9 of the HSIP. The project was awarded $250,000.

The Rectangular Rapid Flashing Beacon Installation project will install rectangular rapid flashing beacons, upgrade crosswalk ramps to include truncated domes, and improve crosswalk striping at four locations: 1) Hunter Street and Channel Street; 2) Sutter Street and Alpine Avenue; 3) El Dorado Street and Iris Avenue; 4) Pacific Avenue and Elm Street.

Since the project is funded with federal transportation dollars, DBE program rules apply. DBE rules require that the prime contractor either meet a calculated project specific DBE participation goal or undertake and document good faith efforts to do so. If the apparent low bidder does not meet the project goal, a Good Faith Efforts Evaluation must be made examining several specific factors. Failure to meet the goal or provide evidence of adequate good faith efforts are grounds for rejecting the bidder as non-responsive.

A DBE is a socially and economically disadvantaged small business owned by a woman or by a specified ethnic group that has been properly certified by Caltrans. These groups include:

- African American
- Asian Pacific American
- Native American
- Women
- Hispanic American
- Subcontinent Asian American

A DBE goal of 11 percent was established for this project. The goal was calculated by examining the breakdown of the types of work to be performed, and the availability of certified DBE companies in our market area to perform the work. A pre-bid meeting was held on January 25, 2022, to emphasize the DBE requirements and to provide information on how to meet the project DBE goal.

The federal HSIP funding restrictions prohibit the use of the Local Employment Ordinance (Stockton Municipal Code (SMC) section 3.68.095), and the Local Business Preference Ordinance (SMC section 3.68.090).

On July 26, 2016, Council adopted a Community Workforce and Training Agreement (CWTA). The CWTA became effective August 25, 2016, and applies to all Public Works projects over $1 million that are bid after that date. On July 16, 2019, by Motion No, 2019-07-16-1403, Council extended the CWTA term to August 25, 2024. The CWTA was not applied to this project as federal regulations prohibit the use of such agreements.

Present Situation

On January 13, 2022, the Rectangular Rapid Flashing Beacon Installation, Project No. WT19004 (PW1904)/Federal Project No. HSIPL-5008(185), was advertised for bids. On February 10, 2022, eight bids were received with the following results:

COMPANY NAME	BID AMOUNT
Construction H, Inc. (San Pablo, CA)	$245,946.00
Tim Paxin's Pacific Excavation, Inc. (Elk Grove, CA)	$256,837.00
Ray's Electric (Oakland, CA)	$284,049.50
Bear Electrical Solutions, Inc. (Alviso, CA)	$321,554.50
Alfaro Communications Construction, Inc. (Compton, CA)	$327,777.00
PTM General Engineering Services, Inc. (Riverside, CA)	$337,330.00
Tennyson Electric, Inc. (Livermore, CA)	$339,252.00
B&M Builders, Inc. (Rancho Cordova, CA)	$364,287.00
Engineer's Estimate	$203,000.00

The bid from Construction H, Inc., the lowest responsible bidder, is regular in all respects. Construction H, Inc. has the proper license to perform the work and has proposed a DBE participation of 66.45 percent, which exceeds the 11 percent DBE goal.

Staff recommends Council approve the plans and specifications for the project and award a Construction Contract to Construction H, Inc. of San Pablo, CA, in the amount of $245,946. To award the Construction Contract, staff recommends Council transfer funds in the amount of $59,435 from the completed Wilson Way Bridge Slope Protection, Project No. WT18021, to the Rectangular Rapid Flashing Beacon Installation, Project No. WT19004/Federal Project No. HSIPL-5008(185). Approximately $20,000 in project funds have been expended during the design phase, requiring additional funding to provide for award of the construction contract, contingencies, and construction management.

Caltrans National Environmental Policy Act determination was received on April 6, 2020. The State determined that the project is a Categorical Exclusion under 23 CFR 771.117(c): activity (c)(26). Similarly, the project is in conformance with the City's General Plan, pursuant to California Government Code, section 65402, and is categorically exempt from the requirements of CEQA as specified under Section 15301(c) of the CEQA guidelines. The activities related to this project constitute a discretionary project under the City's jurisdiction and qualifies as a project that does not have a significant effect on the environment. The resolution will approve the filing of Notice of Exemption No. NOE43-19 under CEQA.

Construction is anticipated to be completed by December 2022.

FINANCIAL SUMMARY

The current unencumbered balance in the Rectangular Rapid Flashing Beacon Installation, Project No. WT19004 (formerly PW1904)/Federal Project No. HSIPL-5008(185), is not sufficient to award a Construction Contract to Construction H, Inc. in the amount of $245,946. Approximately $20,000 in

project funds have been expended during the design phase, requiring additional funding to provide for award of the construction contract, contingencies, and construction management.

With the transfer of funds in the amount of $59,435 (Measure K) from the Wilson Way Bridge Slope Protection, Project No. WT18021, Account No. 4570-000-800007-300-000-30-45-000-000, to the Rectangular Rapid Flashing Beacon Installation, Project No. WT19004 (formerly PW1904)/Federal Project No. HSIPL-5008(185), Account No. 4570-000-800007-300-000-30-45-000-000, sufficient funds will be available to award a Construction Contract to Construction H, Inc. in the amount of $245,946.

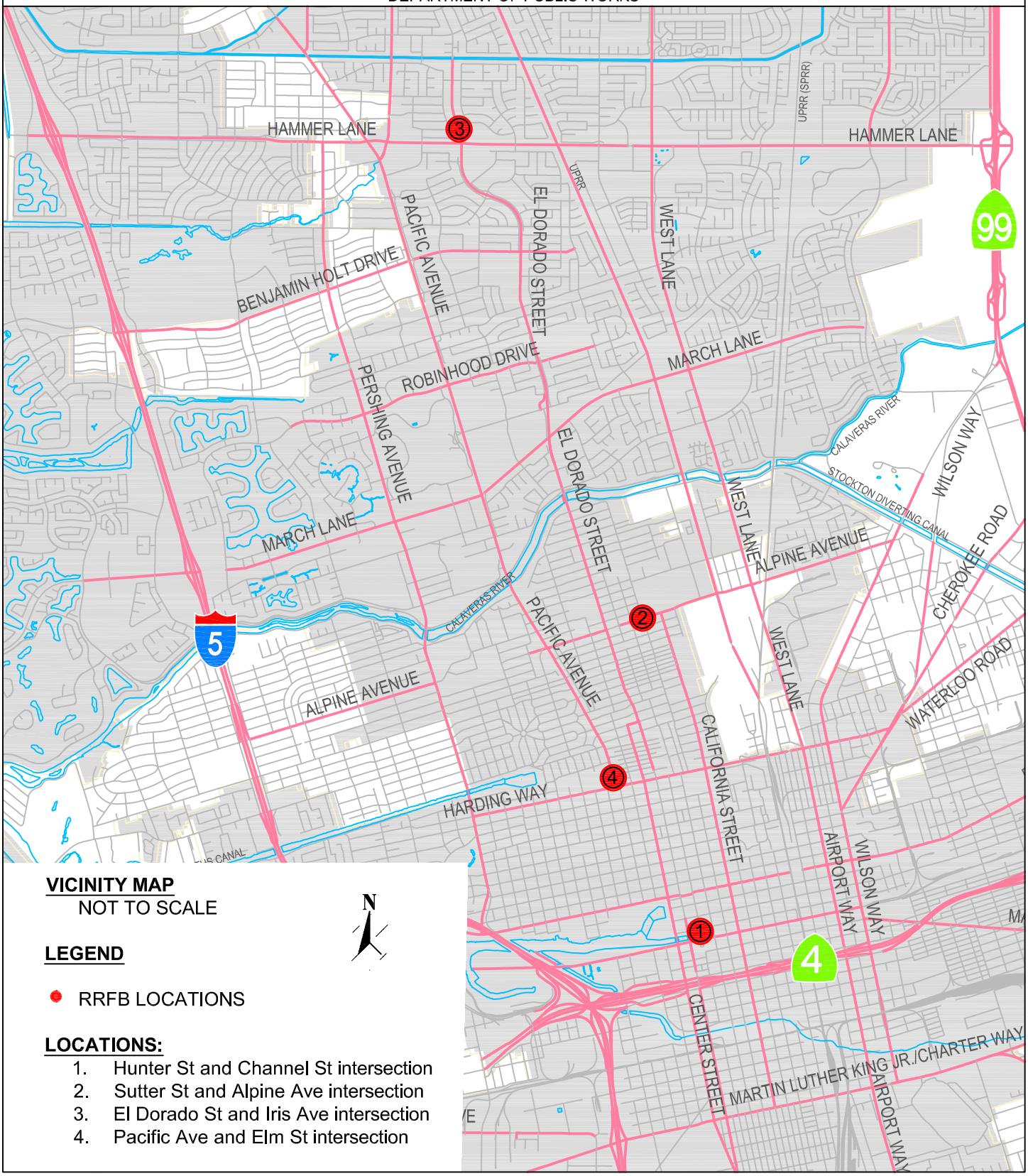
There is no impact to the City's General Fund or any other unrestricted fund as a result of taking the recommended actions.

Attachment A - Vicinity Map

RECTANGULAR RAPID FLASHING BEACON INSTALLATION PROJECT (FEDERAL PROJECT NO. HSIPL-5008(185)/ CITY PROJECT NO. WT19004)

CITY OF STOCKTON

DEPARTMENT OF PUBLIC WORKS



VICINITY MAP

NOT TO SCALE

N

LEGEND

- RRFB LOCATIONS

LOCATIONS:

1. Hunter St and Channel St intersection
2. Sutter St and Alpine Ave intersection
3. El Dorado St and Iris Ave intersection
4. Pacific Ave and Elm St intersection

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING THE NOTICE OF EXEMPTION NO. NOE43-19, APPROVING THE PLANS AND SPECIFICATIONS, TRANSFERRING FUNDING, AND AWARDING A CONSTRUCTION CONTRACT FOR THE RECTANGULAR RAPID FLASHING BEACON INSTALLATION, PROJECT NO. WT19004/FEDERAL PROJECT NO. HSIPL-5008(185)

On February 10, 2022, the City Clerk of the City of Stockton opened, examined, and publicly declared the sealed proposals or bids offered for the Rectangular Rapid Flashing Beacon Installation, Project No. WT19004/Federal Project No. HSIPL-5008(185); and

The project will install rectangular rapid flashing beacons, upgrade crosswalk ramps to include truncated domes, and improve crosswalk striping at four locations throughout the City; and

Construction H, Inc. is the lowest responsible bidder in the amount of $245,946, and its bid is regular in all respects; and

Caltrans National Environmental Policy Act determination was received on April 6, 2020. The State determined that the project is a Categorical Exclusion under 23 CFR 771.117(c): activity(c)(26). Similarly, the project is in conformance with the City's General Plan, pursuant to California Government Code section 65402; and

The project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) as specified under section 15301(c) of the CEQA Guidelines, because this is a discretionary project under the City's jurisdiction and qualifies as a project which has been determined to not have a significant effect on the environment; now, therefore,

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

1. The City Council approves the filing of Notice of Exemption NOE43-19 under CEQA for the Rectangular Rapid Flashing Beacon Installation, Project No. WT19004 (formerly PW1904)/Federal Project No. HSIPL-5008(185), a copy of which is attached as Exhibit 1 and incorporated by this reference.

2. The City Council approves the plans and specifications for the Rectangular Rapid Flashing Beacon Installation, Project No. WT19004 (formerly PW1904)/Federal Project No. HSIPL-5008(185).

3. The City Council approves the transfer of funds in the amount of $59,435 from the Wilson Way Bridge Slope Protection, Project No. WT18021, to the Rectangular Rapid Flashing Beacon Installation, Project No. WT19004 (formerly PW1904)/Federal Project No. HSIPL-5008(185).

4. The City Council awards a Construction Contract between the City of Stockton and Construction H, Inc. in the amount of $245,946, and the City Manager is authorized and directed to execute same, a copy of which is attached as Exhibit 2 and incorporated by this reference.

5. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 14, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

CITY OF STOCKTON
NOTICE OF EXEMPTION

TO: COUNTY CLERK
COUNTY OF SAN JOAQUIN
44 N. San Joaquin Street, Suite 260
Stockton, CA 95202

FROM: Lead Agency
City of Stockton
Public Works Dept.
22 E Weber Avenue
Stockton, CA 95202-1997

NOTICE OF EXEMPTION PURSUANT TO PUBLIC RESOURCES CODE SECTION 21152(B) AND CALIFORNIA CODE OF REGULATIONS TITLE 14, SECTION 15062

PROJECT DATA

Project Title: Rectangular Rapid Flashing Beacon Installation Project
CEQA Exemption File No.: NOE43-19(PW 1904)
Applicant: Public Works Department
Project Description: The City of Stockton's Public Works Department is requesting the installation of rectangular rapid flashing beacon (RRBF) at four locations in the City of Stockton. The project will include the installation of RRFB's, upgrading crosswalk ramps to include truncated domes, and crosswalk striping improvements.

DETERMINATION/FINDING OF EXEMPTION

The above-described activity/project is exempt from the environmental assessment requirements of the California Environmental Quality Act (CEQA) pursuant to the following section(s) of the State CEQA Guidelines (California Code of Regulations, Title 14):

___ The activity is not a "project," as defined in CEQA Guidelines §15378.
___ The activity is exempt under the "general rule" at CEQA Guidelines §15061(B)(3).
___ The project is "Statutorily Exempt" per CEQA Guidelines §: _____.
_X_ The project is "Categorically Exempt" per CEQA Guidelines §:15301(c).

BASIS FOR FINDING OF EXEMPTION

___ The activity does not qualify as a project and/or clearly could not have a significant effect on the environment and, therefore, CEQA does not apply.

_X_ The activity constitutes a discretionary project under the City's jurisdiction and qualifies as a project which has been determined not to have a significant effect on the environment and, therefore, is exempt from the provisions of CEQA under the above-noted statutory or categorical exemption(s).

JODI ALMASSY, DIRECTOR
PUBLIC WORKS DEPARTMENT

November 6, 2019
(DATE OF PREPARATION)

By _____
SENG LO, ASSITANT ENGINEER

_____
(DATE OF FINAL APPROVAL)

AFFIDAVIT OF FILING AND POSTING

I declare that on the date stamped above, I received and posted this notice or included it on a list of such notices which was posted as required by California Public Resources Code Section 21152(B). Said notice or list of notices will remain posted for 35 days from the filing date.

_____ _____
Signature Title

_____
Posting Period Ending Date

CONSTRUCTION CONTRACT

This contract is made and entered into on _____, by and between **CONSTRUCTION H, INC.**, a **STATE OF CA CORPORATION,** with a business address at **2766 CARLTON COURT, SAN PABLO, CA 94806**, hereinafter called "CONTRACTOR," and CITY OF STOCKTON, a municipal corporation, hereinafter called "CITY."

W I T N E S S E T H:

WHEREAS, plans and specifications for the construction of **RECTANGULAR RAPID FLASHING BEACON INSTALLATION, PROJECT NO. WT19004/FEDERAL PROJECT NO. HSIPL-5008(185),** hereinafter called "PROJECT," were regularly adopted by **Resolution No. _____**, on _____; and

WHEREAS, the contract for said work was regularly awarded to CONTRACTOR, by **Council Resolution No. _____**, on _____.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, the parties hereto expressly agree as follows:

CONTRACTOR agrees:

1. SCOPE OF SERVICES. To do the work and furnish all the labor, materials, tools, equipment, and insurance required for the construction of PROJECT in accordance with the plans and specifications adopted on _____, by **Council Resolution No. _____**. The "contract documents," which include the bid documents, project plans, specifications, all letters of clarification, and the City of Stockton Standard Specifications and Plans, are incorporated into and made a part of this contract by this reference to the same extent as if fully set forth.

2. COMPENSATION. To do and perform the work contemplated hereby in a good and workmanlike manner and to furnish all labor, materials, tools, and equipment necessary therefore at the prices specified in Exhibit A, attached hereto and by reference made a part hereof, under the direction of and to the complete satisfaction of the Director of Public Works of the City of Stockton. Total compensation for services and reimbursement for costs shall not exceed **$245,946.00**, or as otherwise mutually agreed to in a Contract Change Order.

3. INSURANCE. CONTRACTOR shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this contract, the policies of insurance specified in Exhibit B, which is attached to this contract and incorporated by this reference, and as provided in the "contract documents" including Section 7-1.06 of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Resolution No. 2016-09-27-1213, effective September 27, 2016.

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured.

Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City of Stockton's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Stockton (if agreed to in a written contract or Agreement) before the City of Stockton's own insurance or self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Payment Bond in the amount of the self-insured retention (SIR) may be required.

Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City of Stockton.

The City of Stockton reserves the right to obtain a full certified copy of any Insurance policy and endorsements.

Failure to exercise this right shall not constitute a waiver of right to exercise later.

Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by contractor.

Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the City of Stockton in the same manner and to the same extent as Contractor is bound to the City of Stockton under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the City of Stockton Contract

Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor shall require all sub-contractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and contractor will provide proof of compliance to the City.

4. INDEMNITY AND HOLD HARMLESS. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, protect, defend with counsel approved by City and at Contractor's sole cost and expense, and hold harmless City, its Mayor, Council, officials, representatives, agents, employees, and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, State, or municipal law or ordinance, or City Policy, by Contractor or Contractor's officers, agents, employees, volunteers or subcontractors. Contractor shall not be obligated to indemnify or defend City for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the City. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of Contractor to City, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by Contractor under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With exception that this section shall in no event be construed to require indemnification, including the duty to defend, by Contractor to a greater extent than permitted under the public policy of the State of California, the parties agree that Contractor's duty to defend City is immediate and arises upon the filing of any claim against the City for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by Contractor or Contractor's officers, agents, employees, volunteers or subcontractors. Contractor's duties and obligations to defend the City shall apply regardless of whether or not the issue of the City's liability, breach of this Agreement, or other obligation or fault has been determined. Contractor shall be immediately obligated to pay for City's defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert consultant and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the City, City will then reimburse Contractor for amounts paid in excess of Contractor's proportionate share of responsibility for the damages within 30 days after Contractor provides City with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures Contractor is not obligated to defend

or indemnify City in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, Contractor shall indemnify, defend, and hold harmless City, its Mayor, Council, officials, representatives, agents, employees, and volunteers from and against all claims, losses, expenses, and costs including, but not limited to, attorneys' fees, arising out of any claim brought against the City by an employee, office, agent, or volunteer of Contractor, regardless of whether such claim may be covered by any applicable workers compensation insurance. Contractor's indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts.

The City's acceptance of the insurance certificates required under this Agreement does not relieve the CONTRACTOR from its obligation under this paragraph. The indemnification obligations of this section shall survive the termination of this agreement. Any exceptions to this language may result in a proposal being deemed non-responsive.

Contractor/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. If any section, subsection, sentence, clause or phrase of this indemnification is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this indemnification.

5. STANDARD PLANS AND SPECIFICATIONS. The performance of said work and the furnishing of said materials shall be executed in accordance with Section 8-1.04B of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Resolution No. 2016-09-27-1213, effective September 27, 2016, and the provisions of the issued project specifications.

The Director of Public Works will furnish CONTRACTOR a weekly statement showing the number of days charged to the contract for the preceding week, the number of days specified for completion of the contract, and the number of days remaining to complete the contract. CONTRACTOR will be allowed one (1) week in which to file a written protest setting forth in what respects said weekly statement is incorrect, otherwise the statement shall be deemed to have been accepted by CONTRACTOR as correct.

6. WORKING DAYS. It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements, is not finished or

completed within the number of days as set forth, damage will be sustained by CITY, and that it is and will be impracticable and extremely difficult to ascertain the actual damage which CITY will sustain in the event of and by reason of such delay; and it is therefore agreed that CONTRACTOR will pay to CITY the sum of TWO THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($2,900) per day for each and every calendar day's delay in finishing the work in excess of the number of days prescribed; and CONTRACTOR agrees to pay said liquidated damages as herein provided, and in case the same are not paid, agrees that CITY, may deduct the amount thereof from any monies due or that may become due CONTRACTOR under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of days as specified, CITY shall have the right to increase the number of days or not, as may seem best to serve the interest of CITY, and if CITY decides to increase the said number of days, CITY shall further have the right to charge to CONTRACTOR, CONTRACTOR's heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as may be deemed proper, the liquidated damages as specified or the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, whichever is greater, except the cost of final surveys and preparation of final estimate shall not be included in such charges.

A working day shall not include, nor shall CONTRACTOR be assessed with liquidated damages nor the additional cost of engineering and inspection during any delay beyond the time named for the completion of the work caused by acts of God or of the public enemy, acts of CITY, fire, floods, epidemics, quarantine restrictions, strikes, and freight embargoes and subject to approval by the Director, inability to get materials ordered by CONTRACTOR or Subcontractor due to such causes provided that CONTRACTOR shall notify the Director in writing of the causes of delay within five (5) working days from the beginning of any such delay, and the Director shall ascertain the facts and the extent of the delay, and Director's findings of the facts thereon shall be final and conclusive.

If CONTRACTOR is delayed by reason of alterations made in these specifications, or by any act of the Director or of CITY, not contemplated by the contract, the time of completion shall be extended proportionately and CONTRACTOR shall be relieved during the period of such extension of any claim for liquidated damages, engineering or inspection charges or other penalties. CONTRACTOR shall have no claim for any other compensation for any such delay.

7. CONFORMANCE TO APPLICABLE LAWS

A. TITLE VI

Title VI of the Civil Rights Act of 1964 requires that “no person in the United States shall, on the grounds of race, color, or national origin, be excluded

from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d) http://www.dol.gov/oasam/regs/statutes/titlevi.htm.

The City of Stockton requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

B. DISCRIMINATION AND HARASSMENT POLICY

The City of Stockton has a Discrimination and Harassment Policy (Exhibit C). The purpose of this policy is to reaffirm the CITY's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

C. LABOR STANDARDS AND PROVISIONS/CALIFORNIA LABOR CODE

The bidder shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement. https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2.

D. PREVAILING WAGE

CONTRACTOR and any Subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each Subcontractor (see Exhibit D). As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each Subcontractor's responsibility to insure that the prevailing wage rates of concern is current and paid to the employee.

(i) The CONTRACTOR performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at

http://www.dir.ca.gov/OPRL/pwd/Determinations/Northern/Northern.pdf. The CONTRACTOR shall be responsible for posting said wage rates at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work.

(ii) Should the CONTRACTOR choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the CONTRACTOR shall reimburse the CITY the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the CITY, reimbursement will not be required. To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California. To forfeit as a penalty to CITY the sum of TWENTY-FIVE AND NO/100 DOLLARS ($25.00) for each laborer, worker, or mechanic employed by CONTRACTOR, or by any Subcontractor under CONTRACTOR, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California. That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.

(iii) The CONTRACTOR to whom the contract is awarded shall insure that the prime and each subcontractor will in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention Contract Compliance Officer. It shall be the CONTRACTOR'S responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.

(iv) The CONTRACTOR shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administer and conduct apprenticeship programs, if applicable to the job.

E. APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the Appendix E of the Title VI Assurances attached as Exhibit F.

CITY agrees:

8. COMPENSATION. To pay CONTRACTOR for the work herein contemplated in the following manner: Progress payments will be made on or about the first day of each calendar month, in such sum as shall make the aggregate of payment up to such day equal to ninety-five percent (95%) of the proportional contract price, upon the basis of the progress certificate of the Director of Public Works as to the amount of work done and the proportional amount of the contract price represented therefore; and all of the remaining part of the contract price not as aforesaid paid, shall be paid at the expiration of thirty-five (35) days from the completion of said work of construction and the certification by the Director of Public Works of such completion.

9. SECURITIES. Pursuant to Section 22300 of the Public Contract Code, CONTRACTOR will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the CITY to ensure performance under the contract. Said securities will be deposited either with the CITY or with a State or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit. CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

10. CHANGE ORDERS. CITY reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated.

Any such changes will be set forth in a contract change order which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the City Manager and/or the City Council.

Processing of change orders shall be in accordance with Section 4-1.05A of the City of Stockton Standard Specifications and Plans as adopted by Council on September 27, 2016, by Resolution No. 2016-09-27-2013, effective September 27, 2016, or as otherwise amended by Council. When the compensation for an item of work is subject to adjustment under the provisions of Standard Specifications and Plans, Section 4-1.05A, CONTRACTOR shall, upon request, promptly furnish the Engineer with adequate detailed cost data for such item of work.

11. AUDITS

(a) CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under the contract. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance.

(b) CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of five (5) years after final payment under the contract.

12. FHWA 1273 AND CARGO PREFERENCE ACT

Federal form FHWA 1273 is physically included in this contract as Exhibit E.

In compliance with the Cargo Preference Act of 1954 (CPA), 46 CFR §381, and the implementing regulations in 46 CFR §381.7, the Contractor agrees:

A. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels;

B. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590;

C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

13. It is expressly understood and agreed by and between the parties hereto that a waiver of any of the conditions of this contract shall not be considered a waiver of any of the other conditions thereof.

It is further understood and agreed by and between the parties hereto that time is of the essence of this contract in all respects.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

ATTEST:
ELIZA R. GARZA, CMC
CITY CLERK

By:_____

CITY

By:_____
HARRY BLACK
CITY MANAGER

APPROVED AS TO FORM & CONTENT:
LORI M. ASUNCION
ACTING CITY ATTORNEY

By: _____
DEPUTY CITY ATTORNEY

By:_____
CONSTRUCTION H, INC.

_____
Tax Identification No.

RECTANGULAR RAPID FLASHING BEACON INSTALLATION
PROJECT NO. WT19004
FEDERAL PROJECT NO. HSIPL-5008(185)

NOTE: Bid items can no longer be designated as Specialty Items (deleted by Caltrans). Therefore, make sure there is NO COLUMN listed names "Item Type".

BIDDING SCHEDULE

Each bidder shall bid each item, including all alternate bid(s). Failure to bid an item shall be just cause for considering the bid as non-responsive. Line item costs should include all Contractor's overhead and profit and indirect costs. Bids not presented on City forms shall be cause for considering the bid as non-responsive. If the City awards the contract, the award is made to the lowest responsible bidder.

ITEM NO.	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1	$24,500.00	$24,500.00
2	CLEARING AND GRUBBING	LS	1	$5,000.00	$5,000.00
3	CONSTRUCTION AREA SIGNS AND TRAFFIC CONTROL SYSTEM	LS	1	$10,000.00	$10,000.00
4	WATER POLLUTION CONTROL PROGRAM	LS	1	$1,000.00	$1,000.00
5	REMOVE TRAFFIC STRIPING AND PAVEMENT MARKINGS	SF	761	$10.00	$7,610.00
6	REMOVE SIGN	EA	8	$50.00	$400.00
7	INSTALL TRUNCATED DOME	SF	84	$40.00	$3,360.00
8	INSTALL ROADWAY SIGNS	EA	24	$310.00	$7,440.00
9	INSTALL THERMOPLASTIC CROSSWALK AND PAVEMENT MARKINGS	SF	2044	$7.00	$14,308.00
10	INSTALL CURB RAMP	SF	552	$50.00	$27,600.00
11	CONSTRUCT CONCRETE SIDEWALK	SF	960	$50.00	$48,000.00
12	CONSTRUCT CONCRETE CURB AND GUTTER	LF	218	$130.00	$28,340.00
13	HOT MIX ASPHALT, TYPE A, ¾", PG-64-10	TON	40	$500.00	$20,000.00
14	PAINT CURB RED	LF	97	$4.00	$388.00
15	RRFB (HUNTER ST & CHANNEL ST)	LS	1	$12,500.00	$12,500.00
16	RRFB (SUTTER ST & ALPINE AVE)	LS	1	$12,500.00	$12,500.00

ITEM NO.	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
17	RRFB (PACIFIC AVE & ELM ST)	LS	1	$10,500.00	$10,500.00
18	RRFB (EL DORADO ST & IRIS AVE)	LS	1	$12,500.00	$12,500.00

TOTAL BID $245,946.00

BIDDER'S NAME Construction H, Inc

CITY OF STOCKTON

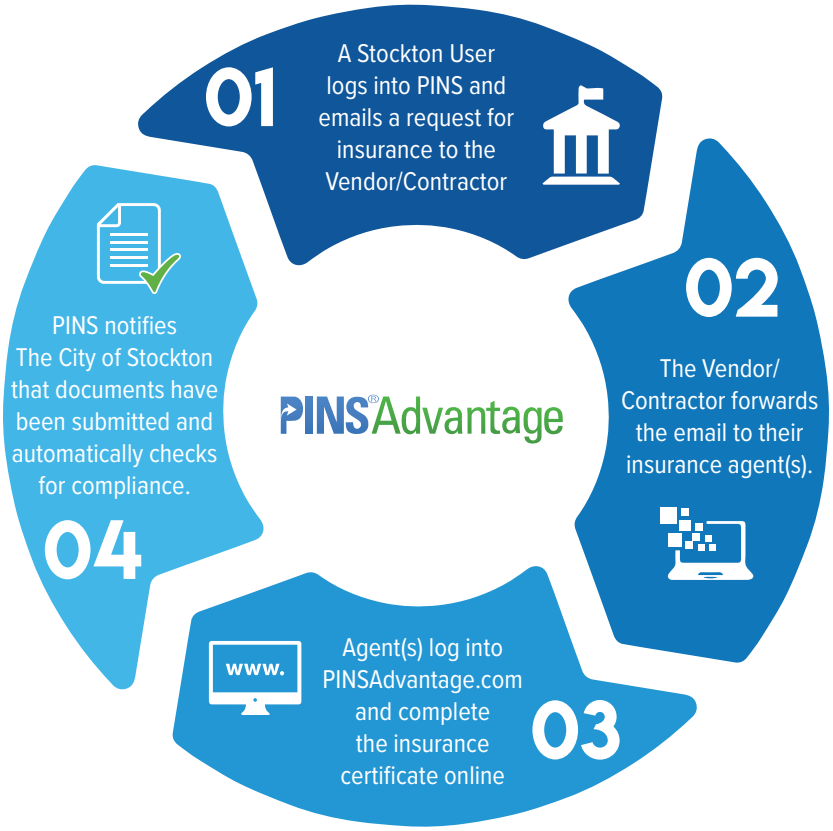
The City of Stockton is now using www.PINSAdvantage.com to track Insurance Certificates and all related documents.

WHAT IS THE PROCESS?

The PINS system starts with **The City of Stockton**. A **Stockton User** logs into PINS and emails a request for proof of insurance to the **Vendor/Contractor**. The **Vendor/Contractor** forwards the request email to their **Insurance Agent(s)**. The **Insurance Agent(s)** logs into www.PINSAdvantage.com and completes the insurance certificate online.

***Note:** Vendors will receive the insurance request email from: no-reply@pinsadvantage.com*

Thank you for your compliance!



PINS®Advantage

www.pinsadvantage.com
+1 626 844 1838

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, *and for five (5) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City, at its sole discretion, may purchase the coverage required and the cost will be paid by the contractor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **$2,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Surety Bonds** as described below.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No

representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Claims Made Policies – (Note – applicable only to professional and/or pollution liability)

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Contractor shall provide proof of such compliance and verification to the City upon request.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond

2. Performance bond

3. Payment bond (or Labor and Material bond)

4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to one hundred percent (100%) of the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address
Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attn: City Risk Services
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. 1 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

I. PURPOSE

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

II. POLICY

A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."

B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.

C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.

D. All City employees and non-employees share a responsibility to assist in

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DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

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maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.

F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.

G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.

H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.

I. This policy shall be administered by the Director of Human Resources.

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Subject:	Directive No. HR-15	Page No. 3 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:

1. Soliciting applications from a source where all or most of potential workers are of the same race or color.

2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and

3. Questioning a job applicant about the existence, nature and severity of a disability.

B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

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otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. Verbal Harassment: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

2. Physical Harassment: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

3. Visual Harassment: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made a term or condition of employment; or

2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

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Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 5 of 14
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3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

Examples of Sexual Harassment include, but are not limited to the following:

a. Unwelcome sexual overtures or propositions.

b. Offering employment benefits or status in exchange for sexual favors.

c. Making or threatening retaliation after a negative response to sexual advances.

d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.

e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.

f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.

g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.

h. Physical conduct such as touching, assaulting, impeding or blocking movements.

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i. Retaliation for making harassment reports or threatening to report harassment.

D. Affordable Care Act (ACA) Anti-Retaliation

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any

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employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment

   a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.

   b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.

   c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

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with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.

2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment

a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.

b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.

c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

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d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.

B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.

C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

V. INVESTIGATION PROCEDURES

A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. 10 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

B. Investigative Guidelines

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.

2. Confirm the name and position of the complainant. Interview the complainant.

3. Allow the complainant the opportunity to place the complaint in writing.

4. Obtain the identity of the alleged harasser(s).

5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).

6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).

7. Ascertain if any threats or promises were made in connection with the alleged harassment.

8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).

9. Ascertain whether the complainant has spoken to anyone, especially

supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.

11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.

12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.

13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.

14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.

15. Conduct follow-up interviews, if warranted.

16. Prepare report of findings and discuss with management and designated legal staff.

VI. RESPONDING TO THE COMPLAINT

A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
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make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.

C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.

D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:

1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).

2. Unfounded: The investigation proved that the act(s) or omission(s)

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PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.

E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.

F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

VII. DISCIPLINE

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

VIII. ALTERNATIVE REMEDIES

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.)*, any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

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agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

IX. COMMUNICATION OF POLICY

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:

KURT O. WILSON
CITY MANAGER

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"General Decision Number: CA20220018 01/07/2022

Superseded General Decision Number: CA20210018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022

ASBE0016-004 01/01/2021

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1	$ 30.45	10.60
Area 2	$ 36.53	9.27

ASBE0016-008 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator		

EXHIBIT 2
EXHIBIT D

(Includes the application of
all insulating materials,
Protective Coverings,
Coatings, and Finishes to all
types of mechanical systems)
Area 1.....$ 74.16 23.58
Area 2.....$ 46.81 33.50

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 49.62	41.27
Area 2	$ 45.60	38.99

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* BRCA0003-001 08/01/2021

	Rates	Fringes
MARBLE FINISHER	$ 37.72	17.64

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* BRCA0003-003 08/01/2021

	Rates	Fringes
MARBLE MASON	$ 53.17	29.10

BRCA0003-005 05/01/2020

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 43.68	22.19
(7) San Francisco, San Mateo	$ 47.65	26.77
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 49.42	22.70
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 45.12	21.55

EXHIBIT 2
EXHIBIT D

(16) Monterey, Santa Cruz...$ 45.88 25.02

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* BRCA0003-008 07/01/2021

	Rates	Fringes
TERRAZZO FINISHER	$ 39.95	18.46
TERRAZZO WORKER/SETTER	$ 53.03	28.34

BRCA0003-011 04/01/2019

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 29.94	16.38
Area 2	$ 25.60	14.30
Area 3	$ 26.58	15.65
Tile Layer		
Area 1	$ 49.90	19.16
Area 2	$ 42.67	16.81
Area 3	$ 40.27	18.58

CARP0022-001 07/01/2021

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0034-001 07/01/2021

EXHIBIT 2
EXHIBIT D

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	$2.00 per foot
101 to 150 ft	$3.00 per foot
151 to 220 ft	$4.00 per foot
221 ft.-deeper	$5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 2	$ 46.77	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 2	$ 23.39	18.22
Area 3	$ 23.64	18.22

EXHIBIT 2
EXHIBIT D

Area 4.....$ 22.97 18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		

Filer.....$ 45.57 30.82
Journeyman Carpenter.....$ 45.42 30.82
Millwright.....$ 47.92 32.41

CARP0217-001 07/01/2021

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0405-002 07/01/2021

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw		

Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 49.12 31.49
Journeyman Carpenter.....$ 48.97 31.49
Millwright.....$ 51.47 33.08

CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49

EXHIBIT 2
EXHIBIT D

Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 47.77 31.49
Journeyman Carpenter.....$ 47.62 31.49
Millwright.....$ 50.12 33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

ELEC0006-004 12/01/2020

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		

EXHIBIT 2
EXHIBIT D

Installer.....$ 46.00 3%+21.65
Technician.....$ 52.90 3%+21.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 80.00	3%+39.215

ELEC0100-002 09/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 41.00	26.18

ELEC0100-005 12/01/2019

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		

EXHIBIT 2
EXHIBIT D

Installer.....$ 35.25 20.86
Technician.....$ 40.54 21.02

SCOPE OF WORK
Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the

scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/28/2020

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 53.41	27.95
Zone B	$ 58.75	28.11

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2020

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 45.50	22.52
Technician	$ 52.33	22.72

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety

systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 03/01/2021

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 63.86	29.17
ELECTRICIAN	$ 56.76	28.95

ELEC0302-003 12/01/2020

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 42.11	22.52
Technician	$ 44.83	22.72

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for

EXHIBIT 2
EXHIBIT D

which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2021

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 86.45	42.14
ELECTRICIAN	$ 75.17	41.81

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's chairs,"" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2020

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 45.50	22.515
Technician	$ 52.33	22.72

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2021

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 72.80	3%+39.94
ELECTRICIAN	$ 63.30	3%+39.94

ELEC0595-002 06/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 50.70	7.75%+25.58
ELECTRICIAN		
(1) Tunnel work	$ 44.25	7.75%+25.58
(2) All other work	$ 42.25	7.75%+25.58

ELEC0595-006 12/01/2021

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	3%+22.65
Technician	$ 55.12	3%+22.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety

systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 38.24	3%+22.65
Technician	$ 43.98	3%+22.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2021

SAN MATEO COUNTY

EXHIBIT 2
EXHIBIT D

	Rates	Fringes
ELECTRICIAN	$ 70.00	41.74

ELEC0617-003 12/01/2021

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	24.09
Technician	$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 12/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 42.50	4.5%+25.88

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2020

EXHIBIT 2
EXHIBIT D

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 36.83	22.25
Technician	$ 42.35	22.42

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2021

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 60.19	21.94
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 48.08	20.73
(3) Groundman	$ 36.76	20.33
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,

Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC	$ 72.10	35.825+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/29/2020

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 51.42	31.15
GROUP 2	$ 49.89	31.15
GROUP 3	$ 48.41	31.15
GROUP 4	$ 47.03	31.15
GROUP 5	$ 45.76	31.15
GROUP 6	$ 44.44	31.15
GROUP 7	$ 43.30	31.15
GROUP 8	$ 42.16	31.15
GROUP 8-A	$ 39.95	31.15
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 52.30	31.15
Oiler	$ 43.79	31.15
Truck crane oiler	$ 46.08	31.15

GROUP 2
Cranes.....$ 50.54 31.15
Oiler.....$ 42.83 31.15
Truck crane oiler.....$ 45.07 31.15
GROUP 3
Cranes.....$ 48.80 31.15
Hydraulic.....$ 44.44 31.15
Oiler.....$ 42.55 31.15
Truck crane oiler.....$ 44.83 31.15
GROUP 4
Cranes.....$ 45.76 31.15

OPERATOR: Power Equipment
(Piledriving - AREA 1:)
GROUP 1
Lifting devices.....$ 52.64 31.15
Oiler.....$ 43.38 31.15
Truck Crane Oiler.....$ 45.66 31.15
GROUP 2
Lifting devices.....$ 50.82 31.15
Oiler.....$ 43.11 31.15
Truck Crane Oiler.....$ 45.41 31.15
GROUP 3
Lifting devices.....$ 49.14 31.15
Oiler.....$ 42.89 31.15
Truck Crane Oiler.....$ 45.12 31.15
GROUP 4
Lifting devices.....$ 47.37 31.15
GROUP 5
Lifting devices.....$ 44.73 31.15
GROUP 6
Lifting devices.....$ 42.50 31.15

OPERATOR: Power Equipment
(Steel Erection - AREA 1:)
GROUP 1
Cranes.....$ 53.27 31.15
Oiler.....$ 43.72 31.15
Truck Crane Oiler.....$ 45.95 31.15
GROUP 2
Cranes.....$ 51.50 31.15
Oiler.....$ 43.45 31.15
Truck Crane Oiler.....$ 45.73 31.15
GROUP 3
Cranes.....$ 50.02 31.15
Hydraulic.....$ 45.07 31.15
Oiler.....$ 43.23 31.15
Truck Crane Oiler.....$ 45.46 31.15
GROUP 4
Cranes.....$ 48.00 31.15
GROUP 5

EXHIBIT 2
EXHIBIT D

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      Cranes.....................$ 46.70           31.15
OPERATOR:  Power Equipment
(Tunnel and Underground Work
- AREA 1:)
     SHAFTS, STOPES, RAISES:
      GROUP 1....................$ 47.52           31.15
      GROUP 1-A..................$ 49.99           31.15
      GROUP 2....................$ 46.26           31.15
      GROUP 3....................$ 44.93           31.15
      GROUP 4....................$ 43.79           31.15
      GROUP 5....................$ 42.65           31.15
     UNDERGROUND:
      GROUP 1....................$ 47.42           31.15
      GROUP 1-A..................$ 49.89           31.15
      GROUP 2....................$ 46.16           31.15
      GROUP 3....................$ 44.83           31.15
      GROUP 4....................$ 43.69           31.15
      GROUP 5....................$ 42.55           31.15

  FOOTNOTE: Work suspended by ropes or cables, or work on a
  Yo-Yo Cat: $.60 per hour additional.


  POWER EQUIPMENT OPERATOR CLASSIFICATIONS

  GROUP 1: Operator of helicopter (when used in erection work);
  Hydraulic excavator, 7 cu. yds. and over; Power shovels,
  over 7 cu. yds.

  GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu.
  yds. up to 7 cu. yds.; Licensed construction work boat
  operator, on site; Power blade operator (finish); Power
  shovels, over 1 cu. yd. up to and including 7 cu. yds.
  m.r.c.

  GROUP 3: Asphalt milling machine; Cable backhoe; Combination
  backhoe and loader over 3/4 cu. yds.; Continuous flight tie
  back machine assistant to engineer or mechanic; Crane
  mounted continuous flight tie back machine, tonnage to
  apply; Crane mounted drill attachment, tonnage to apply;
  Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2
  cu. yds.; Loader 4 cu. yds. and over; Long reach excavator;
  Multiple engine scraper (when used as push pull); Power
  shovels, up to and including 1 cu. yd.; Pre-stress wire
  wrapping machine; Side boom cat, 572 or larger; Track
  loader 4 cu. yds. and over; Wheel excavator (up to and
  including 750 cu. yds. per hour)

  GROUP 4: Asphalt plant engineer/box person; Chicago boom;
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EXHIBIT 2
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Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with

attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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EXHIBIT 2
EXHIBIT D

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

EXHIBIT 2
EXHIBIT D

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND

UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

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	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 49.88	34.35
(2) Dredge Dozer; Heavy duty repairman	$ 44.92	34.35
(3) Booster Pump		

EXHIBIT 2
EXHIBIT D

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       Operator; Deck
       Engineer; Deck mate;
       Dredge Tender; Winch
       Operator..................$ 43.80           34.35
       (4) Bargeman; Deckhand;
       Fireman; Leveehand; Oiler..$ 40.50           34.35
      AREA 2:
       (1) Leverman..............$ 51.88           34.35
       (2) Dredge Dozer; Heavy
       duty repairman............$ 46.92           34.35
       (3) Booster Pump
       Operator; Deck
       Engineer; Deck mate;
       Dredge Tender; Winch
       Operator..................$ 45.80           34.35
       (4) Bargeman; Deckhand;
       Fireman; Leveehand; Oiler..$ 42.50           34.35

  AREA DESCRIPTIONS

    AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
    NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
    SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
    SUTTER, YOLO, AND YUBA COUNTIES

  AREA 2:  MODOC COUNTY

    THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
    AS NOTED BELOW:

  ALPINE COUNTY:
  Area 1:  Northernmost part
  Area 2:  Remainder

  CALAVERAS COUNTY:
  Area 1: Remainder
  Area 2: Eastern part

  COLUSA COUNTY:
  Area 1:  Eastern part
  Area 2:  Remainder

  ELDORADO COUNTY:
  Area 1:  North Central part
  Area 2:  Remainder

  FRESNO COUNTY:
  Area 1: Remainder
  Area 2: Eastern part
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EXHIBIT 2
EXHIBIT D

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner

EXHIBIT 2
EXHIBIT D

Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

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SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 39.95	30.28
AREA 2	$ 41.95	30.28
GROUP 2		
AREA 1	$ 36.35	30.28
AREA 2	$ 38.35	30.28
GROUP 3		
AREA 1	$ 31.74	30.28
AREA 2	$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up

EXHIBIT 2
EXHIBIT D

to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

EXHIBIT 2
EXHIBIT D

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

EXHIBIT 2
EXHIBIT D

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

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ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA & SAN FRANCISCO COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 38.08	24.91
Ornamental, Reinforcing and Structural	$ 45.73	33.55

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 07/01/2020

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 34.58	24.81
Ornamental, Reinforcing and Structural	$ 41.00	33.45

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-002 06/28/2021

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

EXHIBIT 2
EXHIBIT D

AREA ""B"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
All Counties	$ 26.05	12.75
LABORER (Lead Removal)		
Area A	$ 34.37	25.95
Area B	$ 33.37	25.95

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 06/28/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 33.48	26.21
Traffic Control Person I	$ 33.78	26.21
Traffic Control Person II	$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2021

SAN JOAQUIN COUNTY

	Rates	Fringes

EXHIBIT 2
EXHIBIT D

LABORER
Mason Tender-Brick.....$ 34.09 24.41

LABO0073-005 07/01/2021

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes

LABORER (CONSTRUCTION CRAFT
LABORERS)
Construction Specialist
Group.....$ 30.49 23.20
GROUP 1.....$ 29.79 23.20
GROUP 1-a.....$ 30.01 23.20
GROUP 1-c.....$ 29.84 23.20
GROUP 1-e.....$ 30.34 23.20
GROUP 1-f.....$ 30.37 23.20
GROUP 2.....$ 29.64 23.20
GROUP 3.....$ 29.54 23.20
GROUP 4.....$ 23.23 23.20
See groups 1-b and 1-d under laborer classifications.
LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS)
(1) New Construction.....$ 29.54 23.20
(2) Establishment Warranty
Period.....$ 23.23 23.20
LABORER (GUNITE)
GROUP 1.....$ 29.75 22.31
GROUP 2.....$ 29.25 22.31
GROUP 3.....$ 28.66 22.31
GROUP 4.....$ 28.54 22.31
LABORER (WRECKING)
GROUP 1.....$ 29.79 23.20
GROUP 2.....$ 29.64 23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander,

pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage

EXHIBIT 2
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rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

EXHIBIT 2
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GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 35.82	28.45

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 06/28/2021

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SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 34.48	26.21
Traffic Control Person I	$ 34.78	26.21
Traffic Control Person II	$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and

setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20
Laborers: (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers

EXHIBIT 2
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entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100

lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash,

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windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-011 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 34.85	26.32

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

LABO0261-014 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 38.28	29.43

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 06/28/2021

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 34.48	26.21
Area B	$ 33.48	26.21
Traffic Control Person I		
Area A	$ 34.78	26.21
Area B	$ 33.78	26.21
Traffic Control Person II		
Area A	$ 32.28	26.21

Area B	$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 07/01/2021

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0270-005 07/01/2021

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 34.09	24.41

LABO0270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist Group	$ 30.40	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers

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entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100

lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash,

EXHIBIT 2
EXHIBIT D

windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/25/2018

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

EXHIBIT 2
EXHIBIT D

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types

regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not

listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 34.70	21.22

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2020

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	$ 32.84	23.71

LABO0294-002 06/28/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 33.48	26.21
Traffic Control Person I....	$ 33.78	26.21
Traffic Control Person II...	$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 42.00	25.71
GROUP 2.....	$ 41.77	25.71

GROUP 3.....$ 41.52 25.71
GROUP 4.....$ 41.07 25.71
GROUP 5.....$ 40.53 25.71
Shotcrete Specialist.....$ 42.52 25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20

GROUP 4.....$ 23.23 23.20
See groups 1-b and 1-d under laborer classifications.
LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)
(1) New Construction.....$ 29.54 23.20
(2) Establishment Warranty
Period.....$ 23.23 23.20
LABORER (GUNITE - AREA B:)
GROUP 1.....$ 29.75 22.31
GROUP 2.....$ 29.25 22.31
GROUP 3.....$ 28.66 22.31
GROUP 4.....$ 28.54 22.31
LABORER (WRECKING - AREA B:)
GROUP 1.....$ 29.79 23.20
GROUP 2.....$ 29.64 23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and

worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall

apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

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The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2021

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 35.82	28.45

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-011 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 35.82	28.45

Work on a swing stage scaffold: $1.00 per hour additional.

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LABO0304-002 06/28/2021

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 34.48	26.21
Traffic Control Person I	$ 34.78	26.21
Traffic Control Person II	$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 07/01/2021

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer,

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Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-004 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the

EXHIBIT 2
EXHIBIT D

applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos

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EXHIBIT D

and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew;

High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

EXHIBIT 2
EXHIBIT D

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 05/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 34.70	23.11

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 06/28/2021

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 34.48	26.21
Traffic Control Person I	$ 34.78	26.21
Traffic Control Person II	$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

EXHIBIT 2
EXHIBIT D

LABO0324-006 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		

EXHIBIT 2
EXHIBIT D

LABORERS - AREA A:)
Construction Specialist
Group.....$ 31.49 23.20
GROUP 1.....$ 30.79 23.20
GROUP 1-a.....$ 31.01 23.20
GROUP 1-c.....$ 30.84 23.20
GROUP 1-e.....$ 31.34 23.20
GROUP 1-f.....$ 30.37 23.20
GROUP 1-g.....$ 30.99 23.20
GROUP 2.....$ 30.64 23.20
GROUP 3.....$ 30.54 23.20
GROUP 4.....$ 24.23 23.20
See groups 1-b and 1-d under laborer classifications.
LABORER (GARDENERS,
HORTICULURAL & LANDSCAPE
LABORERS - AREA A:)
(1) New Construction.....$ 30.54 23.20
(2) Establishment Warranty
Period.....$ 24.23 23.20
LABORER (GUNITE - AREA A:)
GROUP 1.....$ 30.75 22.31
GROUP 2.....$ 30.25 22.31
GROUP 3.....$ 29.66 22.31
GROUP 4.....$ 29.54 22.31
LABORER (WRECKING - AREA A:)
GROUP 1.....$ 30.79 23.20
GROUP 2.....$ 30.64 23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander,

pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage

rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher;

Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place

EXHIBIT 2
EXHIBIT D

manhole form setters

LABO0324-014 05/01/2018

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0324-018 07/01/2021

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 38.28	29.43

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 06/28/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 33.48	26.21
Traffic Control Person I	$ 33.78	26.21
Traffic Control Person II	$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2017

EXHIBIT 2
EXHIBIT D

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 36.60	24.83
GROUP 2	$ 36.37	24.83
GROUP 3	$ 36.12	24.83
GROUP 4	$ 35.67	24.83
GROUP 5	$ 35.13	24.83
Shotcrete Specialist	$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.20	22.20

LABO1130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 29.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small

trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above

Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and

EXHIBIT 2
EXHIBIT D

piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO1130-008 07/01/2021

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

EXHIBIT 2
EXHIBIT D

	Rates	Fringes
Plasterer tender	$ 35.82	28.45

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 35.82	28.45

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2021

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 45.22	25.48

PREMIUMS:

EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
  [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 07/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

EXHIBIT 2
EXHIBIT D

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 54.91	29.49
AREA 2	$ 50.78	28.09

PAIN0016-012 01/01/2019

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.60	27.43

PAIN0016-015 01/01/2021

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 35.88	21.16

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 48.84	25.48

PAIN0169-001 06/01/2020

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

EXHIBIT 2
EXHIBIT D

	Rates	Fringes
GLAZIER	$ 40.00	26.76

PAIN0169-005 01/01/2021

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 53.07	31.15

PAIN0294-004 01/01/2021

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 31.36	20.33
Drywall Finisher/Taper	$ 40.10	25.00

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2021

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 34.55	21.67

PAIN0767-001 01/01/2021

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 41.51	31.36

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day,

EXHIBIT 2
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President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2020

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 38.48	16.88
GROUP 2	$ 32.71	16.88
GROUP 3	$ 33.09	16.88

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2021

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 41.81	23.39

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 42.41	30.73

PLAS0300-001 07/01/2018

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	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties	$ 32.70	31.68
AREA 337: Monterey County	$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-001 07/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 79.00	46.01

PLUM0038-005 07/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 67.15	32.67

PLUM0062-001 10/01/2021

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 46.50	37.80

PLUM0159-001 07/01/2019

EXHIBIT 2
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CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 56.93	41.04
(2) All other work	$ 57.82	41.04

PLUM0246-001 07/01/2021

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 44.15	36.64

PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN)	$ 13.00	10.74

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2021

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 69.95	44.00
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 69.95	44.00

PLUM0355-004 07/01/2021

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 30.90	16.80

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 07/01/2021

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 47.50	33.39

PLUM0467-001 07/01/2021

SAN MATEO COUNTY

	Rates	Fringes

Plumber/Pipefitter/Steamfitter...$ 73.10 38.61

ROOF0027-002 09/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 37.01	14.61

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 08/01/2021

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 46.38	20.94

ROOF0081-001 08/01/2021

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 47.17	19.86

ROOF0081-004 08/01/2020

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 39.73	19.11

ROOF0095-002 08/01/2020

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes

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ROOFER
Journeyman.....$ 46.54 20.69
Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker.....$ 48.54 20.69

SFCA0483-001 08/02/2021

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	$ 70.99	34.85

SFCA0669-011 04/01/2021

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	$ 40.36	26.15

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts under $200,000.....	$ 55.92	45.29
All Other Work.....	$ 64.06	46.83
AREA 2.....	$ 52.90	36.44
AREA 3.....	$ 55.16	34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.34	39.22

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	$ 41.28	45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.07	40.79

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only)	$ 44.45	35.55

TEAM0094-001 07/01/2021

	Rates	Fringes

Truck drivers:

GROUP 1	$ 35.15	31.42
GROUP 2	$ 35.45	31.42
GROUP 3	$ 35.75	31.42
GROUP 4	$ 36.10	31.42
GROUP 5	$ 36.45	31.42

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or

Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

EXHIBIT 2
EXHIBIT D

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE) 2
A. NONDISCRIMINATION STATEMENT 2
B. CONTRACT ASSURANCE 3
C. PROMPT PROGRESS PAYMENT 3
D. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS 3
E. TERMINATION AND SUBSTITUTION OF DBE SUBCONTRACTORS 4
F. COMMITMENT AND UTILIZATION 5
2. BID OPENING 6
3. BID RIGGING 6
4. CONTRACT AWARD 6
5. CONTRACTOR LICENSE 6
6. CHANGED CONDITIONS 6
A. DIFFERING SITE CONDITIONS 6
B. SUSPENSIONS OF WORK ORDERED BY THE ENGINEER 6
C. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK 7
7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES 7
8. BUY AMERICA 7
9. QUALITY ASSURANCE 8
10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS 8
11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS 8
12. DBE RUNNING TALLY OF ATTAINMENTS 8
13. FEMALE AND MINORITY GOALS 21
14. TITLE VI ASSURANCES 22
15. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT) 23
16. FEDERAL TRAINEE PROGRAM 23

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found here. http://dot.ca.gov/programs/civil-rights/dbe-search

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

b. Contract Assurance

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

a. Withholding monthly progress payments;

b. Assessing sanctions;

c. Liquidated damages; and/or

d. Disqualifying the contractor from future bidding as non-responsible.

c. Prompt Progress Payment

The prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

d. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

e. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If a listed DBE is terminated or substituted, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

f. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:

    - Name and business address of each 1st-tier subcontractor
    - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of

Disadvantage Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

2. BID OPENING The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. CHANGED CONDITIONS

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 20 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County Stockton the sum **of $** 2,900 **per** day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

12. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

[The following 12 pages must be physically inserted into the contract without modification.]

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REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. No segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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8. Compliance with Davis-Bacon and Related Actrequirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or theirrepresentatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth inparagraph(1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contractprice before computing the amount of work required to be performed by the contractor's own organization (23 CFR635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting allrelevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality ofthe work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submissionof payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is $100,000 and that all such recipients shall certify and disclose accordingly.

13. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA	19.1 26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

14. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such

Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

15. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions
(to be used when applicable)

16. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees orapprentices is zero.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of Stockton :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of Stockton approval for this submitted information before the prime contractor starts work. The City/County of Stockton credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of Stockton and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the your equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of Stockton reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
    a. Contribute to the cost of the training
    b. Provide the instruction to the apprentice or trainee
    c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training

Appendix E of the Title VI Assurances

(US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, **CONSTRUCTION H, INC.,** a **STATE OF CA CORPORATION**, as Principal and _____, a corporation, organized and existing under the laws of the State of _____and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, as obligee, in the just and full sum of TWO HUNDRED FORTY FIVE THOUSAND NINE HUNDRED FORTY SIX AND xx/100 DOLLARS ($245,946.00), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to the said CITY, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that the above bounded Principal has simultaneously entered into a contract with the CITY, to do and perform the following work, to wit:

RECTANGULAR RAPID FLASHING BEACON INSTALLATION
PROJECT NO. WT19004/FEDERAL PROJECT NO. HSIPL-5008(185)

NOW, THEREFORE, if the above bounded Principal, CONTRACTOR, Company or

Corporation or its Subcontractor, shall well and truly perform the work contracted to be done under said contract, then this obligation to be null and void; otherwise to remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract, or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY, and no forbearance on the part of the said CITY shall operate to relieve any Surety or Sureties from liability on this bond, and consent by said Surety is hereby given, and the said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on _____

APPROVED AS TO SURETY:

_____

By _____
PRINCIPAL

_____
SURETY

APPROVED AS TO FORM & CONTENT:
JOHN M. LUEBBERKE
OFFICE OF THE CITY ATTORNEY

By _____
ATTORNEY-IN-FACT

By _____
DEPUTY CITY ATTORNEY

BOND FOR LABOR AND MATERIAL

KNOW ALL MEN BY THESE PRESENTS:

That we, **CONSTRUCTION H, INC.,** a **STATE OF CA CORPORATION**, as Principal and _____, a corporation, organized and existing under the laws of the State of _____and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, and unto any and all material suppliers, persons, companies, or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contemplated to be executed or performed under the contract hereinafter mentioned, and all persons, companies, or corporations renting or hiring teams, or implements of machinery, for or contributing to said work and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claims have not been paid by the contractor, company or corporation in the just and full sum of TWO HUNDRED FORTY FIVE THOUSAND NINE HUNDRED FORTY SIX AND xx/100 DOLLARS ($245,946.00), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to said City of Stockton and to said persons jointly and severally, the said principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligations is such that the above bounden Principal has simultaneously entered into a contract of even date herewith, with the CITY, to do and perform the following work, to-wit:

RECTANGULAR RAPID FLASHING BEACON INSTALLATION

PROJECT NO. WT19004/FEDERAL PROJECT NO. HSIPL-5008(185)

NOW, THEREFORE, if the above bounden Principal, CONTRACTOR, Company or Corporation or its Subcontractor, fail to pay for all materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond,

provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Division 3, Part 4, Title 15, Chapter 5, Article 1 of the Civil Code of California, provided that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY and no forbearance on the part of the said CITY shall operate to relieve any surety or sureties from liability on this bond, and consent to make such alterations without further notice to or consent by any such surety is hereby given, and the said sureties hereby waive the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on _____.

APPROVED AS TO SURETY:

By _____
PRINCIPAL

_____

_____
SURETY

APPROVED AS TO FORM & CONTENT:
LORI ASUNCION
OFFICE OF THE CITY ATTORNEY

By _____
ATTORNEY-IN-FACT

By _____
DEPUTY CITY ATTORNEY

File #: 22-0401, **Version:** 1

APPROVE MOTION TO AWARD A SERVICE CONTRACT FOR CITY OF STOCKTON CUSTODIAL SERVICES

RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Award a multi-year Service Contract through June 30, 2027, in the amount not to exceed $5,147,404.59, to Imperial Maintenance Services, Inc. of Stockton, CA, for City of Stockton Custodial Services, Project No. OM-22-005.

2. Authorize the City Manager to execute two optional one-year extensions to this Service Contract upon completion of the original term, in the amount not to exceed $2,275,148.40, for a total amount of $7,422,552.99.

3. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Summary

The City contracts for routine and special custodial services for 22 City facilities. The existing Service Contract with JaniTek Cleaning Solutions, Inc. expires on June 30, 2022, with no allowance for further extension.

On December 15, 2021, the City advertised a Request for Proposals (RFP) for City of Stockton Custodial Services, Project No. OM-22-005. Six firms submitted proposals for this project. The Selection Committee evaluated the proposals and found Imperial Maintenance Services, Inc. of Stockton, CA, to be the most qualified and highest ranked firm.

It is recommended that Council approve a motion authorizing the City Manager to execute a multi-year Service Contract in the amount not to exceed $5,147,404.59 with Imperial Maintenance Services, Inc. (Attachment A). Contracted services will begin July 1, 2022, and expire June 30, 2027, with the option of two one-year extensions at the same rate structure. With the optional extensions, the total contract amount is $7,422,552.99. The contract will be funded from Public Works, Community Services, Municipal Utilities, Police, Fire, and Municipal Utilities Departments' Operating Budgets.

DISCUSSION

Background

Public Works is responsible for custodial services at various City facilities. City staff provides these services at City Hall and Police facilities. The City does not have the staff resources to provide custodial services at all other City facilities.

The City contracts for custodial services at the following 22 facilities that are not serviced by City staff:

- 400 E. Main Street
- Animal Shelter
- Stewart-Eberhardt Building
- Arnold Rue Community Center
- Emergency Operations Center
- McKinley Community Center
- Oak Park Senior Center
- Siefert Community Center
- Stribley Community Center
- Van Buskirk Community Center
- Corporation Yard
- Merlo Gym
- Cesar Chavez Library
- Fair Oaks Library
- Linden Library
- Margaret Troke Library
- Maya Angelou Library
- Thornton Library
- Municipal Utilities Delta Water Treatment Plant
- Municipal Utilities Water Field Office
- Municipal Utilities Wastewater Plant
- Permit Center

Custodial services for park restrooms are not included, as they are covered in a separate contract with Brightview Landscape Services, Inc. for park maintenance.

On January 24, 2017, by Motion No. 2017-01-24-1205, Council approved a Service Contract with JaniTek Cleaning Solutions, Inc. for City of Stockton Custodial Services, Project No. OM-16-057. The Service Contract, in the amount of $498,000 annually, was for custodial services for a three-year term, which began May 1, 2017, with the option of two one-year extensions. The final contract extension with JaniTek Cleaning Solutions expires on June 30, 2022.

Present Situation

On December 15, 2021, the City advertised an RFP for City of Stockton Custodial Services, Project No. OM-22-005. On January 5, 2022, a mandatory bid orientation meeting was held. On January 20, 2022, six proposals were received from the following:

- Imperial Maintenance Services, Inc. (Stockton, CA)
- JaniTek Cleaning Solutions, Inc. (Stockton, CA)
- Consolidated Facility Services, LLC (Sacramento, CA)
- Vanguard Cleaning Systems (Lathrop, CA)
- Premier Property Preservation (Los Angeles, CA)
- Margaritas House Cleaning and Janitorial Services, Inc. (Tracy, CA)

A Selection Committee comprised of Public Works, Community Services, and Municipal Utilities Departments staff evaluated and ranked all proposals based on each firm's experience, staff qualifications, quality control, communication, referrals, and cost proposal. Imperial Maintenance Services, Inc. received the highest ranking based on the noted criteria and was determined to be the most qualified firm for this project.

The RFP allowed an option for vendors to include supplying custodial materials with their proposals. Staff negotiated a fee with Imperial Maintenance Services, Inc. in the amount of $971,284.00 for Fiscal Year 2022-23 to provide both custodial services and supply materials at each facility. Imperial Maintenance Services' fee to supply materials is comparable to the City's current expenditures to furnish the products. The contract also provides for an annual fee increase based on Consumer Price Index (CPI) for similar local services in accordance with the Bureau of Labor Statistics and not to exceed three percent in any year.

Findings

Pursuant to Stockton Municipal Code (SMC) section 3.68.070, Council may approve findings which support an exception to the competitive bidding process. These findings include:

1. The City does not have staffing available to perform all the City's custodial service needs.

2. Use of the RFP process is appropriate for this Service Contract because it relies on the evaluation of professional qualifications and performance as the basis for selection of a vendor. Use of the criteria helps ensure selection of a vendor that will provide the highest quality professional service which is in the public interest.

3. The City negotiated a contract following solicitation of competitive proposals in accordance with SMC section 3.68.070.A.3.

The recommended motion will approve a multi-year Service Contract, not to exceed $5,147,404.59 with Imperial Maintenance Services, Inc. for City of Stockton Custodial Services, Project No. OM-22-005. The Service Contract will begin on July 1, 2022, and expire on June 30, 2027, with the option for two one-year extensions by mutual agreement. With the extensions, the total not to exceed contract amount is $7,422,552.99.

FINANCIAL SUMMARY

The Service Contract with Imperial Maintenance Services, Inc. for City of Stockton Custodial Services, Project No. OM-22-005 is funded from various City department operating accounts and is encumbered on a fiscal year basis.

The funding for these services has been allocated in the various operating budgets (Attachment B) for FY 2022-23. The annual cost includes $30,000.00 in contingencies to cover possible emergency and one-time services, additional monthly services or consumables for existing facilities, and facilities not currently covered in the service contract. Contingency services and consumables will be charged to the respective account as needed. The funding for all future fiscal years will be allocated during the annual budget process.

The overall contract increase from the current provider in FY 2022-23 is 38% ($266,000), including the $30,000 contingency for items previously discussed. The greatest impact, dollar for dollar, will be to the General Fund as the majority of the costs reside in Public Works' operating budget, which holds 65% of total contract expenditures.

Attachment A - Service Contract with Imperial Maintenance Services, Inc.
Attachment B - Financial Breakdown with Baseline Contract
Attachment C - Financial Breakdown with Optional Contract Extensions

CONTRACT FOR SERVICES

THIS CONTRACT is entered into this __day of _____ 2022 between the CITY OF STOCKTON, a municipal corporation ("CITY), and **IMPERIAL MAINTENANCE SERVICES, INC.** a **STATE OF CALIFORNIA CORPORATION,** with a business address at **8830 CHERRY HILLS PLACE, STOCKTON CA 95209**, hereinafter called "CONTRACTOR.," THIS CONTRACT is for the **IMPERIAL MAINTENANCE SERVICES FOR THE CITY OF STOCKTON CUSTODIAL SERVICES (PROJECT NO. OM-22-005)**, hereinafter referred to as "SERVICE".

RECITALS

A. CONTRACTOR represents that it is licensed in the State of California and is qualified, willing and able to provide the services proposed in the SCOPE OF WORK section of this Contract.

B. CONTRACTOR represents that it is registered pursuant to Labor Code Section 1725.5 and will register annually with the Department of Industrial Relations, if the services have a wage determination for the services outlined in the SCOPE OF WORK section of this Contract.

C. CONTRACTOR represents that it will pay all required prevailing wages under California Labor Code for all services provided that have a wage determination.

D. CITY finds it necessary and advisable to use the services of the CONTRACTOR for the purposes provided in this Contract.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions in this Contract, CITY and CONTRACTOR agree as follows:

1. SCOPE OF SERVICES. Subject to the terms and conditions set forth in this Contract, CONTRACTOR shall undertake and complete the services described in **Exhibit A (scope and specifications)**. CONTRACTOR shall provide said services at the time, place, and in the manner specified in **Exhibit A** and compatible with the standards of the profession. CONTRACTOR agrees that it shall provide fully complete services including all labor, materials, tools, equipment and insurance required and that are acceptable to the CITY.

2. COMPENSATION. CITY shall pay CONTRACTOR for services outlined in **Exhibit A** according to the fee not to exceed the schedule detailed in **Exhibit B (fee schedule)**, which is attached to this Contract and incorporated by this reference. CONTRACTOR agrees this fee is for full remuneration for performing all services and furnishing all staffing, materials and tools called for in the scope of services. The payments shall be made on a monthly basis upon receipt and approval of CONTRACTOR'S invoice for completed work. Total compensation for services and

reimbursement for costs shall not exceed **$5,147,404.59** or as otherwise mutually agreed to in a Contract Change Order.

Pursuant to Section 22300 of the Public Contract Code, CONTRACTOR will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the CITY to ensure performance under the contract. Said securities will be deposited either with the CITY or with a State or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit. CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

a. Invoices submitted by CONTRACTOR to CITY must contain a brief description of work performed, location of work, time used, materials and special equipment and City project number. Payment shall be made within thirty (30) days of approval of invoice by City.

b. Upon completion of work and acceptance by CITY, CONTRACTOR shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by CITY upon receiving a written request thirty (30) days in advance of said time limitation. CITY shall have no obligation or liability to pay any invoice for work performed which CONTRACTOR fails or neglects to submit within sixty (60) days, or any extension thereof granted by the CITY, after work is accepted by CITY.

3. INSURANCE. During the term of this Contract, CONTRACTOR shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached **Exhibit C (Insurance Requirements and Forms)** which is attached to this contract and incorporated by this reference, and shall otherwise comply with the other provisions of **Exhibit C**. Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

CONTRACTOR shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this contract, the policies of insurance specified in **Exhibit C**, which is attached to this contract and incorporated by this reference, and as provided in the “contract documents” including Section 7-1.06 of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Resolution No. 2016-09-27-1213, effective September 27, 2016.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance

policy or proceeds available to the named Insured; whichever is greater.

The Additional Insured coverage under the CONTRACTOR's policy shall be "primary and non-contributory" and will not seek contribution from the City of Stockton's insurance or self-insurance and shall be at least as broad as ISO CG 20 01 04 13.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Stockton (if agreed to in a written contract or agreement) before the City of Stockton's own insurance or self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the CITY's Risk Management for approval and shall not reduce the limits of liability. Payment Bond in the amount of the self-insured retention (SIR) may be required.

Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the CITY.

The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

CONTRACTOR shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONTRACTOR.

CONTRACTOR agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by CONTRACTOR agree to be bound to CONTRACTOR and the CITY in the same manner and to the same extent as CONTRACTOR is bound to the CITY under the Contract Documents. CONTRACTOR further agrees to include these same provisions with any subcontractor regardless of tier. A copy of the CITY Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The CONTRACTOR shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and contractor will provide proof of compliance to the CITY.

4. INDEMNITY AND HOLD HARMLESS. With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, CONTRACTOR shall indemnify, protect, defend with counsel approved by CITY and at CONTRACTOR'S

sole cost and expense, and hold harmless CITY, its Mayor, Council, officials, representatives, agents, employees, and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, State, or municipal law or ordinance, or City Policy, by CONTRACTOR or CONTRACTOR'S officers, agents, employees, volunteers or subcontractors. CONTRACTOR shall not be obligated to indemnify or defend CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of CONTRACTOR to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by CONTRACTOR under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With exception that this section shall in no event be construed to require indemnification, including the duty to defend, by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, the parties agree that CONTRACTOR'S duty to defend CITY is immediate and arises upon the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by CONTRACTOR or CONTRACTOR'S officers, agents, employees, volunteers or subcontractors. CONTRACTOR'S duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITYS liability, breach of this Agreement, or other obligation or fault has been determined. CONTRACTOR shall be immediately obligated to pay for CITY'S defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert consultant and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, CITY will then reimburse CONTRACTOR for amounts paid in excess of CONTRACTOR'S proportionate share of responsibility for the damages within 30 days after CONTRACTOR provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures CONTRACTOR is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless CITY, its Mayor,

Council, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including, but not limited to attorneys' fees, arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of CONTRACTOR, regardless of whether such claim may be covered by any applicable workers compensation insurance. CONTRACTOR'S indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability acts, or other employee benefit acts.

CONTRACTOR'S obligation to defend, indemnify, and hold the CITY, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Contract for CONTRACTOR to procure and maintain a policy of insurance.

CONTRACTOR/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

If any section, subsection, sentence, clause or phrase of this indemnification is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this indemnification.

5. SCHEDULE AND TERM. CONTRACTOR shall perform the scope of work as described in **Exhibit A** according to the schedule detailed in **Exhibit A,** which is attached to this Contract and incorporated by this reference. This contract shall commence on the date written above and shall expire on **June 30, 2027**, unless extended by mutual agreement through the issuance of a Contract Change Order. This contract provides for two (2), one (1) year extensions at the same rates and terms as outlined in **Exhibit A** and **Exhibit B.**

6. CONFORMANCE TO APPLICABLE LAWS. CONTRACTOR shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances.

a. TITLE VI

Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d) http://www.dol.gov/oasam/regs/statutes/titlevi.htm.

The City of Stockton requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

b. DISCRIMINATION AND HARASSMENT POLICY

The City of Stockton has a Discrimination and Harassment Policy **(Exhibit D)**. The purpose of this policy is to reaffirm the CITY's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

c. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

The bidder shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement. https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2.

d. PREVAILING WAGE

CONTRACTOR and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing raand employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each subcontractor's responsibility to insure that the prevailing wage rates of concern is current and paid to the employee.

i. The CONTRACTOR performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at http://www.dir.ca.gov/OPRL/pwd/Determinations/Northern/Northern.pdf. The CONTRACTOR shall be responsible for posting said wage rates at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work.

ii. Should the CONTRACTOR choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the CONTRACTOR shall reimburse the CITY the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly

chargeable to the contract. Should such work be undertaken at the request of the CITY, reimbursement will not be required. To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California. To forfeit as a penalty to CITY the sum of TWENTY FIVE AND NO/100 DOLLARS ($25.00) for each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under CONTRACTOR, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California. That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.

iii. The CONTRACTOR to whom the contract is awarded shall insure that the prime and each subcontractor will in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention Contract Compliance Officer. It shall be the CONTRACTOR'S responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.

iv. The CONTRACTOR shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administer and conduct apprenticeship programs, if applicable to the job.

e. LOCAL EMPLOYMENT ORDINANCE

Pursuant to Stockton Municipal Code Section 3.68.095 the CONTRACTOR and all subcontractors shall make a good faith effort to employ at least 50 percent of the workforce on this project from local residents, as measured by total labor work hours. Failure of any CONTRACTOR or subcontractor to comply with these requirements shall be deemed a material breach of the contract or subcontract. CONTRACTORS and subcontractors shall maintain records necessary for monitoring their compliance with section 3.68.095.

7. CHANGE ORDERS. CITY reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work, as may be deemed

by the Project Manager to be necessary or advisable and to require such extra work as may be determined by the Project Manager to be required for the proper completion of the whole work contemplated.

Any such changes will be set forth in a contract change order which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the City Manager and/or the City Council.

8. RIGHTS AND DUTIES OF CITY. CITY shall make available to CONTRACTOR all data and information in the possession of CITY which both parties deem necessary to complete the work, and CITY shall actively aid and assist CONTRACTOR in obtaining such information as may be deemed necessary from other agencies and individuals.

9. OBLIGATIONS OF CONTRACTOR. Throughout the term of this Contract, CONTRACTOR represents and warrants that it has or will have at the time this Contract is executed, all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required for the CONTRACTOR to practice its professions, and CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Contract all such licenses, permits, qualifications, insurance, and approvals CONTRACTOR shall meet with the Public Works Director or other personnel of CITY or third parties as necessary on all matters connected with the carrying out of CONTRACTOR'S services. Such meetings shall be held at the request of either party hereto. CONTRACTOR further warrants that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

10. TERMINATION. This Agreement is effective on the Effective Date. The City may terminate this Contract and work pursuant to any of all scope of works at any time by mailing a notice in writing to Contractor. The Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of work actually completed at the time the notice of termination is received.

11. CONTRACTOR STATUS. In performing the obligations set forth in this Contract, CONTRACTOR shall have the status of an independent contractor and CONTRACTOR shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of CONTRACTOR are its agents and employees, and are not agents of the CITY. Subcontractors shall not be recognized as having any direct or contractual relationship with the CITY. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of CONTRACTOR. The CONTRACTOR shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Contract. The

CONTRACTOR is responsible to the CITY for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

a. If in the performance of this Contract any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by CONTRACTOR.

i. It is further understood and agreed that CONTRACTOR must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONTRACTOR'S personnel.

ii. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against the CITY based upon any contention by any third party that employer-employee relationship exists by reason of this Contract.

12. ASSIGNMENT. CONTRACTOR shall not assign, sublet, or transfer this Contract or any interest or obligation in the Contract without the prior written consent of the CITY, and then only upon such terms and conditions as CITY may set forth in writing. CONTRACTOR shall be solely responsible for reimbursing subcontractors.

13. HEADINGS NOT CONTROLLING. Headings used in the Contract are for reference purposes only and shall not be considered in construing this Contract.

14. NOTICES. Any and all notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To CONTRACTOR: Imperial Maintenance Services, Inc.
8830 Cherry Hills Place
Stockton, CA 95209

To City: Public Works Director
City of Stockton
22 E. Weber Ave.,
Rm. 301
Stockton, CA 95202

15. LICENSES, CERTIFICATIONS, AND PERMITS. Prior to the CITY'S execution of this Contract and prior to the CONTRACTOR engaging in any operation or activity set forth in this Contract, CONTRACTOR shall obtain a City of Stockton business license, which must be kept in effect during the term of this Contract. CONTRACTOR covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Contract.

16. RECORDS AND AUDITS. CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Contract. Upon

request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONTRACTOR agrees that CITY or its delegate shall have the right to review, obtain, and copy all records pertaining to performance of the Contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested, and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purposes of determining compliance with this Contract. CONTRACTOR agrees to maintain such records for a period of three years from the date that final payment is made.

17. CONFIDENTIALITY. CONTRACTOR shall exercise reasonable precautions to prevent the unauthorized disclosure and use of CITY'S reports, information, or conclusions.

18. CONFLICTS OF INTEREST. CONTRACTOR covenants that other than this Contract, CONTRACTOR has no financial interest with any official, employee, or other representative of the CITY. CONTRACTOR and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner or degree by the performance of CONTRACTOR'S services under this Contract. If such an interest arises, CONTRACTOR will immediately notify CITY.

19. WAIVER. In the event either CITY or CONTRACTOR at any time waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or of any other covenant, condition, or obligation.

20. GOVERNING LAW. California law shall govern any legal action pursuant to this Contract with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.

21. DISPUTE RESOLUTION. Prior to undertaking any litigation, the Parties shall make reasonable efforts to resolve all disputes informally, including by means of a conference between senior managers of each Party having authority to resolve the dispute.

1. Venue
   Any controversy or claim between the Parties shall be determined with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.

2. If any litigation action or proceeding is commenced in connection with this Agreement, the prevailing Party, as determined by the court, shall be entitled to reasonable attorneys' fees (including allocated costs for in-house legal services), costs and necessary disbursements incurred in such action or proceeding.

22. NO PERSONAL LIABILITY. No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY or for any amount due CONTRACTOR.

23. INTEGRATION AND MODIFICATION. The response by CONTRACTOR to the Request for Proposals or Qualifications and the Request for Proposals or Qualifications on file with the CITY are hereby incorporated herein by reference to the extent that such documents do not differ from the provisions and terms of this Contract that shall supersede such response to Request for Proposals or Qualifications. This Contract represents the entire integrated agreement between CONTRACTOR and CITY, supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and may be amended only by written instrument signed by CONTRACTOR and CITY. All exhibits and this contract are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Contract and the attached exhibits, the terms of this Contract will prevail.

24. SEVERABILITY. The provisions of this Contract are severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

25. THIRD PARTY RIGHTS. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than CITY and CONTRACTOR.

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26. AUTHORITY. The undersigned hereby represent and warrant that they are authorized by the parties to execute this Contract.

IN WITNESS WHEREOF: the parties have executed this Contract the day and year first hereinabove written.

CITY OF STOCKTON

By:_____
HARRY BLACK
CITY MANAGER

ATTEST:

By:_____
ELIZA R. GARZA, CMC
CITY CLERK

APPROVED AS TO FORM:

By:_____
DEPUTY CITY ATTORNEY

IMPERIAL MAINTENANCE SERVICES

By: Alfonso Solis
Signature

Alfons Solis
Print Name

Title: CEO

CITY OF STOCKTON

REQUEST FOR PROPOSALS
FOR
CUSTODIAL SERVICES
PROJECT NO. OM-22-005

Issued by:

City of Stockton

Public Works Department, Operations and Maintenance

1465 South Lincoln Street

Stockton, CA 95206

Date Issued: December 15, 2021

Date Proposals Due: Thursday, January 13, 2022, by 3:00 pm

LATE SUBMITTALS WILL NOT BE ACCEPTED

1.0 INTRODUCTION

The City of Stockton (City) is seeking proposals from qualified janitorial firms (Contractor) to provide custodial services at various City facilities. Service locations include City administrative buildings, public recreation facilities, and public libraries. The City intends to select a Contractor who is registered and licensed in the State of California to provide for a clean and sanitary environment for City employees and members of the public. The Contractor will be required to have qualified staff with demonstrated experience in janitorial work. Proposals will be reviewed and ranked on company experience, staff qualifications, communication, references, cost proposal, and other relevant information. Once negotiated, the City will award a Service Contract for a term of five (5) years.

2.0 BACKGROUND INFORMATION

The City's Public Works Department is responsible for custodial services at City facilities. City staff provide these services at City Hall and Police Department locations, and contracts services at 23 additional City-owned or occupied facilities/locations. The City seeks proposals from qualified firms to establish an agreement for custodial services that meets the requirements set forth in this Request for Proposals (RFP).

3.0 RFP INFORMATION

3.1 Description

They City of Stockton is soliciting proposals for Custodial Services, Project No. OM-22-005. Selection of a Contractor involves a competitive negotiation process. Qualified individuals, firms, contractors, consultants, or entities which meet the requirements set forth in this RFP are encouraged to participate.

The City considers this to be an outcome-based RFP. Generally, determinations for specific frequencies of service will be at the discretion of the Contractor. There are exceptions which are clearly noted throughout this document and the associated attachments. The interview process will be used to discuss contractor decisions regarding frequencies of service and their effect on pricing and outcomes. The City must agree that the proposed frequencies of service will result in desired outcomes. Please note: The final contract will be based on the outcome and not the proposed frequencies of service.

Base bids are for work described throughout this document. Items to be considered "Additional Services" have also been identified within this RFP. The Contractor is to provide rates and fees for additional services related to labor and applicable equipment or supplies as outlined in the bid documents.

3.2 Tentative Schedule

The following is the tentative schedule for this RFP. Any changes in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions or Proposal

Submission Deadline will be advertised on BidFlash in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP Release by the City	**12/15/2021**
Pre-Proposal Conference and Job Walk	**1/5/2022**
Deadline for Final Questions	**1/6/2022**
City Reponses to Questions	**1/7/2022**
Proposal Submission Deadline	**1/13/2022**
Contractor Interviews as Needed	**Week of 1/24/2022**
Contract Approval and Execution by City Council and City Manager	**Spring 2022**

3.3 Pre-Proposal Conference and Job Walk Registration

The mandatory pre-proposal conference will start at the Cesar Chavez Central Library at 605 N. El Dorado St., Stockton, CA 95202 at 9:00 AM on Wednesday, January 5, 2022. The pre-proposal conference will take place in the library's Stewart Hazelton Meeting Room. Site visits will include the Cesar Chavez Library, Stewart Eberhardt Building, and Stribley Community Center. Transportation between facilities will not be provided by the City. Please notify Cristina Pfeffer at (209) 937-8954 or Cristina.Pfeffer@stocktonca.gov, by January 4, 2022, to register for participation in the pre-proposal conference and job walk.

3.4 Selection Process

Contractors that have submitted the best and most complete proposals may be invited to an interview. The number of Contractors invited to an interview may vary depending upon the number of proposals submitted. The Contractor's proposed supervisor(s) of work to be performed may be required to attend.

The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the Contractor might propose.

A Service Contract will be negotiated with the Contractor considered best meeting the City's need for this project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the Contractor considered next best in meeting the City's needs for this particular project.

The selected Contractor will be required to execute a City-prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.

The award of any contract is expressly contingent upon City Council approval and the availability of funds.

The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Contractor(s). In the case of a difference in unit price versus the extended figure, the unit price shall govern.

4.0 SCOPE OF SERVICES

4.1 Standards of Service

All City facilities included in this Contract shall be maintained in accordance with the City of Stockton Custodial Standards, attached as Attachment D. The Contractor shall provide routine, scheduled and emergency custodial services by qualified personnel. The Contractor must provide vehicle(s) to be used by the Contractor's staff, which shall display the Contractor's logo and have the various, necessary equipment to conduct these services.

The Contractor must possess, and have readily available in functioning order, all required tools, equipment, apparatus, materials and supplies needed to perform all work necessary to maintain facilities in compliance with standards set by the Public Works Department. All excess materials and equipment in the Contractor's inventory shall be the property and responsibility of the Contractor until such materials or equipment are used in City facilities.

4.2 Additional Services

The City has the authority to direct additional and extra work, including but not limited to, work to address vandalism, City initiated improvements, various event functions, service for City-owned sites not requiring routine service, and the addition of new sites. Additional Services outside the Facility Scope, attached as Attachment C, and/or the Custodial Standards (Attachment D) will require written approval from the City prior to the commencement of work. Costs for additional services completed by the Contractor prior to receiving written approval from the City shall be the responsibility of the Contractor.

The City recognizes the inherent complexity of "services," "standards" and building an agreement that covers every potential scenario. Below is a list of additional items that the City will deem as "Additional Services." Items may be added or deleted through the negotiation process.

A. Graffiti Removal
B. Additional kitchen cleaning due to facility rentals
C. Exterior walls in excess of 10 feet high
D. Hourly janitorial needs for special events and clean up

E. Carpet or cleaning services at City facilities not receiving normal custodial services (e.g., Fire Stations, City Hall, Police Department, etc.)
F. Electrostatic spraying of areas needing decontamination for COVID prevention measures

4.3 Special Instructions

A. ONLY Contractor's employees allowed on the premises.
B. All cleaning products shall be approved by the City prior to use by Contractor.
C. Contractor shall maintain onsite and up-to-date sets of Safety Data Sheets (material safety and data sheets) for all chemicals and cleaning products used at each site. This shall be subject to City inspection and shall be considered property of the City.
D. The City shall provide lockable storage for Contractor supplied cleaning materials.
E. Contractor shall maintain all cleaning materials inside lockable storage containers when not in use.
F. Contractors will report hazardous conditions and items beyond minor repair to Facilities Supervisor, or designee, for correction within eight (8) hours of service via the City's computerized maintenance management system (CMMS).
G. Contractors will report all vandalism, graffiti, and non-functional components within 8 hours of discovery via the City's CMMS.
H. Contractors will not be responsible for the removal of graffiti if effort above and beyond normal cleaning routines is required. All graffiti should be photographed prior to removal. Photographs shall be submitted to the City designee within 8 hours of discovery. If graffiti cannot be removed during the normal course of cleaning, the City shall be notified within eight (8) hours of discovery via the City's CMMS.
I. Appropriate cleaner shall be used so as to not damage window tinting.
J. At all times, personnel shall wear uniforms with exposed photo ID tags, or they shall not be permitted to enter the premises.
K. All Contractor's employees responsible for opening and closing City facilities shall be properly capable of setting/operating fire and burglar alarm systems. Contractor will be responsible for costs incurred if alarm systems are not properly operated and/or staff is called out to respond.
L. Contractor shall be in accordance with OSHA Standard #1910.1030 regarding worker exposures to blood-borne pathogens.
M. Removal of recyclable waste from City premises for the purpose of personal or Contractor gain shall be considered theft.
N. The City reserves the right to have Contractor remove from assignment to City facilities such Contractor employees deemed incompetent, careless, insubordinate or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interests of the City.

O. Items found or left behind by patrons are to be turned in to the designated facility supervisor.
P. Contractor shall maintain janitorial closets and City-provided storage areas in a clean and orderly condition.
Q. All personal workspaces, cubicles and offices shall be maintained in accordance with the Custodial Standards unless specifically indicated by a “DO NOT CLEAN” sign placed in a conspicuous location such as a door, window, office chair or desktop.
R. Contractor shall not move any loose papers, books, other seemingly work-related material from personal workspaces such as desktops, bookcases, or armoires.
S. Contractor shall not be required to remove the belongings of or interact with any loiterers or “homeless” members of the public in order to complete the provisions of this contract.
T. Contractor shall contact the City’s representative to report loitering, or “homeless encampment” belongings which interfere with their assigned work.
U. Contractor shall handle universal waste in accordance with the City’s universal waste program.

4.4 Consumable Supplies

The Contractor shall supply, at the City’s expense, and with a predetermined markup, the following consumable supplies:

A. Paper toilet products (tissue and seat covers)
B. Paper hand towels
C. Liquid hand soap
D. Restroom air freshener
E. Urinal blocks/deodorizers
F. Bags or another container to be placed in receptacles for feminine sanitary product waste
G. Liquid hand sanitizer

The City reserves the right to purchase these consumable supplies elsewhere and supply them to the Contractor.

4.5 Inspections

The City and Contractor shall jointly conduct monthly quality of service inspections of facilities maintained by the Contractor. The City reserves the right to conduct additional independent inspections without the Contractor present. City of Stockton Custodial Standards (Attachment D) shall be used as a basis for all inspections.

4.6 Carpets and Spots

Any spot or stain on carpet smaller than one (1) square foot shall be dealt with during routine service. Any spot or stain on carpet larger than one (1) square foot

shall be dealt with via a scheduled extraction. The scheduled service shall be jointly agreed upon by the facility's supervisor and the Contractor. In the event that a service date and time cannot be agreed upon, the service will be determined by the Contract Administrator or their designee.

Any spot or stain on upholstered furniture smaller than four (4) square inches shall be dealt with during routine services. Any spot or stain on upholstered furniture larger than four (4) square inches shall be considered Additional Services and billed and paid as such.

5.0 CONTRACT ADMINISTRATION

5.1 Term of Service

The term of the Service Contract shall be effective 30 days from the date of contract execution and shall remain in full force and effect for a period of five (5) years, beginning July 1, 2022, through June 30, 2027. The City may terminate this Service Contract at any time if the Contractor fails to perform in accordance with the Scope of Work, Custodial Standards and terms and conditions of the contract, provided that 60 day prior written notice is given to the Contractor.

Goods and/or services shall not be suspended by the Contractor without 30-day prior written notice to the City's designated Contract Administrator.

5.2 Inspection Problem Resolution Process

The City will regularly inspect the Contractor's work and rate it according to the City of Stockton Custodial Standards. Contractor will be paid for work rated "meets standards." Contractor will not be paid for work rated "below standard," or for remedial required to improve such a rating if attributed to neglect on the part of the Contractor, until conditions are improved. City staff will work closely with Contractor's representatives to achieve the results described in the standards. However, responsibility for meeting standards rests with the Contractor.

The Contractor shall be responsible for maintaining City facilities in accordance with the Custodial Standards, the cost of which shall be included in the base bid, unless otherwise called out as "Additional Services" in this RFP.

During the first three (3) months of the contract, the Contractor will inspect the sites weekly and discuss inspections with the City. This process and time frame will allow for the Contractor to understand the site issues enough to proceed. Following this period, the Contractor shall continue performing weekly quality assurance inspections. Based upon performance, and at the Contractor's request, the City reserves the right to adjust the quality assurance schedule and extend the time between inspections.

The Contractor will provide electronic versions of the weekly inspections to the City within two (2) days of inspection completion. An action plan with deadlines must be provided to the City to indicate when corrections will be made if an area is deemed “below standard.” Failure to turn in inspections may result in monthly payment being withheld until inspections are submitted.

For any site that fails to meet City standards as a result of some action that is the Contractor’s responsibility, the Contractor is to notify the City immediately and develop a plan to bring the site back into compliance with standards. Should the City discover a site(s) that does not meet City standards, and the City has not been notified by the Contractor, the Contractor will be put on notice in writing to bring the site back into compliance. The following penalty will result:

A. The monthly payment for the specific site(s) will be withheld by the City until the site is compliant with City standards.
B. If compliance is reached within 48 hours of notice, the City will release one hundred percent (100%) of the payment.

If the City has to notify the Contractor a second time for noncompliance at the same site within 12 months of the initial notice, the following penalty will occur:

A. The City will withhold the monthly payment for the site. If compliance is reached within 48 hours of notice by the City, the City will release 80% of the payment, retaining 20% as a penalty.

For purposes of penalties, the “site” referred to in this section shall be the facility in which the deficiency has occurred. The percentage withheld will be in relation to the site’s monthly payment of this contract.

The parties will observe the following progressive resolution process:

A. Written notice of the problem.
B. Field conference with the inspector/Contractor’s field representative to identify the problem and agree on a solution as presented by the Contractor.
C. Conference between City’s Contract Administrator and Contractor’s representative.
D. Imposition of penalties and/or correcting defect at Contractor’s cost.
E. Termination of Service Contract.

5.3 Work Hours

Scheduled services shall typically occur during “cleaning hours” designated by the Facility Scope (Attachment C) for each listed facility/location. The Contractor shall conduct the work at all times in a manner which will not interfere with normal recreation programs and/or facility use. Any modification to the hours and days of

custodial services as requested by the Contractor is subject to approval by the City.

The City reserves the right to modify, add or lessen hours at any time. Should the City decide to request additional service hours, the City will notify the Contractor via change order prior to the service hours being added.

5.4 Safety

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county and local laws, ordinances, codes and regulations in performing the work under this contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

The Contractor shall develop and maintain for the duration of the contract a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program. The Contractor shall submit a copy of this safety program along with proof of training to the City within 30 days of entering into this contract, and upon City request for the duration of the contract.

5.5 Response Time

Contract supervision shall be immediately available at all times Contractor employees are working onsite and must be available 24 hours a day via telephone. The Contractor must respond to a major discrepancy in the contract within one (1) hour of initial contact. All non-urgent communications shall be returned within the same working day.

5.6 Contractor's Employees

The Contractor and its employees represent the City in the performance of their work. Only Contractor's employees or subcontractors are allowed on City premises where work is being performed. At all times, personnel shall wear uniforms. Contractor's employees and subcontractors shall not smoke tobacco in any City park and within 20 feet of any public building.

5.7 Employer Provided Uniforms

The Contractor shall provide each of its employees with uniforms and photo ID cards. Uniform apparel shall be kept neat, clean and in good repair. All uniforms shall include the Contractor's name and logo.

5.8 Locks and Keys

The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the facilities. The Contractor shall properly use and keep safe all keys or locks issued by the City to the Contractor. The Contractor shall report all lost or stolen keys or locks to the City within 24 hours of discovery. The Contractor shall reimburse the City for the total cost of re-keying or replacement keys/locks that have been lost. Upon termination or cancelation of the contract, the Contractor shall immediately return all keys, cards, remotes, etc. to the City. The Contractor shall reimburse the City for the total cost of lost items.

5.9 Refuse Disposal

Disposal of refuse must be placed inside a dumpster serviced by the City of Stockton.

5.10 Recyclable Waste

Shall be placed in marked recyclable waste containers provided and serviced by the City of Stockton.

5.11 Service Requests

In addition to service requests submitted by the Contract Administrator, the Contractor shall routinely monitor the City's CMMS for work order assignments no less than once per business day. Upon receipt of service request via CMMS, the Contractor will contact the Contract Administrator for work authorization with a proposed date, time and cost (if applicable).

5.12 Reporting via CMMS

The Contractor shall use the City's CMMS to report vandalism, lighting issues, accumulation of Universal Waste, or other work orders for City staff as directed.

5.13 Staffing, Workmanship and Quality Level

The Contractor shall provide a staffing level to perform custodial services at City facilities in a thorough and professional manner, so that the City is provided with reliable and high-quality custodial services at all times. The Contractor shall provide management and technical supervision through competent supervisors as required. The Contractor shall be responsible for skills, methods, and actions of all employees, subcontractors, and for all work done. All frontline janitorial staff shall have a basic level of speaking and understanding English in order to accept basic instructions during dangerous or emergency circumstances. Contractor shall provide management and supervision who can fluently speak, read, and write English to effectively communicate with City staff.

5.14 Service Locations

See City of Stockton Custodial Base Pricing Sheet, attached as Attachment E, or the Facility Scope (Attachment C) for service locations.

5.15 Equipment

The Contractor shall furnish and maintain all equipment necessary for properly servicing and maintaining the Custodial Standards in City facilities. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for contract termination.

5.16 Emergency Situations

For medical or public safety emergencies occurring at City facilities, call 911. For all building maintenance emergencies (water leaks, etc.) contact the Public Works Supervisor or designated staff to report the issue immediately (24 hours/day).

5.17 Contract Administrator

During the performance of the contract the City will be represented by the Facilities Manager, (209) 937-5069, and/or Contract Administrator, (209) 937-8954.

5.18 Additions and Deletions to Contract

The City currently requires custodial services for all the locations listed in this RFP and reserves the right to either add or delete locations as conditions warrant. Cost of additional locations shall be the same base rate relative to supplied square footage.

5.19 Continued Use of Facilities

The facilities being serviced by this contract will continue to be occupied during the contract. Work shall be performed in an orderly manner with minimum disturbance and inconvenience to the occupants. The Contractor shall confine and limit its personnel to only those areas required in performing the work.

6.0 PROJECT GENERAL INFORMATION

6.1 Proposal Submissions

Costs for developing proposals are entirely the responsibility of the Contractor and shall not be chargeable in any way to the City. All materials submitted become the property of the City.

An electronic copy of the proposal shall be submitted no later than **3:00 pm on Thursday, January 13, 2022**, to the following email addresses:

Keegan.Rauzi@stocktonca.gov
Cristina.Pfeffer@stocktonca.gov

The cost proposal must be a separate electronic document labeled "Cost Proposal," with project name and number.

The subject line of the email shall include: **CUSTODIAL SERVICES, Project No. OM-22-005.** Late proposals will not be accepted.

6.2 Acceptance or Rejection of Proposal

The City reserves the right to negotiate an agreement with the firm submitting the highest-ranking proposal. Also, the City reserves the right to reject any and all proposals or to waive any irregularity in a proposal if it is deemed to be in the best interest of the City. Failure to submit all requested information could be grounds for rejection of the proposal.

6.3 Proposal Questions and Requests for Clarification

Any questions or requests for clarification shall be submitted via email to:

Cristina.Pfeffer@stocktonca.gov

Requests for clarification shall be submitted by **Thursday, January 6, 2022, at 3:00 pm**. If a response warrants an addendum to the RFP, such addendum will be posted on BidFlash at least two days prior to the proposal due date. It is the proposer's responsibility to check the website for any addendums or responses to questions. The website address is as follows:

http://www.stocktongov.com/services/business/bidflash/pw.html?dept=Public_Works

6.4 Causes for Disqualification

Any of the following may be considered cause to disqualify a proponent without further consideration:

A. Evidence of collusion among proponents.

B. Any attempt to improperly influence any member of the evaluation panel.

C. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP process will, and shall be, just cause for disqualification of proponent's proposal and considered non-responsive.

D. A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement.

E. Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both, provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

G. Any exceptions to the insurance requirements may result in declaring a proposal non-responsive.

6.5 Licensing Requirements

Any professional certifications or licenses that may be required are the sole cost and responsibility of the successful proposer.

Contractor is not required to have a business license to submit a proposal. The Contractor selected to perform this work must obtain a City of Stockton business license prior to a purchase order being issued and maintain this license throughout the duration of the Contract.

The successful proposer and any subcontractor(s) shall provide copies of all valid licenses and certificates required for performance of the services being bid upon. The copies shall be emailed or delivered to the City of Stockton no later than ten (10) days after the Contractor receives notice of award from the City of Stockton. Current copies of licenses and certificates shall be provided to the City of Stockton within 24 hours of demand at any time during the contract term.

City of Stockton Business License Customer Service can be reached at (209) 937-8313, or business.license@stocktonca.gov.

6.6 Insurance Requirements

The proposer must obtain and maintain the required insurance. Proposer should review Attachment A, Instructions to Vendors, for information regarding insurance, indemnification, Disadvantaged Business Enterprises, prevailing wages, etc. Failure to comply with the Instructions to Vendors may be grounds for rejection.

6.7 Department of Industrial Relations

Registration with the California Department of Industrial Relations is required for this project. Please refer to Attachment A, Instructions to Vendors, for registration requirements.

6.8 Start of Work

The selected firm shall be expected to begin work within 30 days of contract signing and complete services according to the Scope of Services (Section 4.0) and Custodial Standards at the locations listed in the Facility Scope and Custodial Base Pricing Sheet at frequencies proposed by Contractor.

6.9 Product Ownership

Any documents resulting from the performance of work in the contract will become property of the City. This includes all work performed by subcontractors.

7.0 REQUIRED PROPOSAL CONTENT

The proposal shall be no more than 50 pages, with a minimum font size of 12. Proposer shall submit one electronic copy of the proposal and a separate electronic document with the cost proposal.

Proposals must include narrative responses to the following:

7.1 Introduction

Briefly introduce the proposal, including a statement of the firm's approach to providing custodial services to the City. Provide the name of the company, address, email, telephone number and name of the appropriate contact person. Describe any subcontract arrangements or licensing agreements.

7.2 Statement of Qualifications/Responsiveness

Describe your firm and provide a statement of your firm's qualifications for performing the requested services. Detail any involvement, past or current, relative to litigation or other disputes, if any, concerning your performance with any clients to whom your company has provided services. List all contracts canceled or not extended. State any and all instances of being disqualified, removed or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers, and explain the circumstances. Identify the services which would be completed by your firm's staff and those that would be provided by subcontractors, if any. Identify any subcontractors you propose to utilize to supplement your firm's staff. Include the firm's organization chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.

7.3 Experience and References

Include a summary of your firm's experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope completed within the last five (5) years. Include brief descriptions of the contracts, dates, client names and contact persons' names, addresses, and

telephone numbers. Public sector references are preferred. No City of Stockton elected or appointed officials, or employees may be provided as a reference for this proposal.

7.4 Resources and Service Description

Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include a comprehensive description of the resources and methodology that will be used to complete each element of the requested services.

7.5 Quality Control

Include a comprehensive description of your firm's vision of customer service, quality assurance and quality control for the work being proposed. Describe the steps your company takes to ensure that each person's role in your firm is understood as it relates to exceptional customer service and quality, not only to the City, but to the residents and visitors served by the City.

7.6 Staffing Process and Project Team

Include a work plan describing how your firm will regularly staff and supervise the contracted services. Describe the qualifications of the Project Manager and any other key personnel related to the project. Provide an overview of staff training programs, including information on the certifications maintained by the project team. Demonstrate the ability of the project team to perform the proposed work within the time limits of the required services, considering their current and projected workload and assignments. Discuss the availability of a supervisor and contingency plans when unavailable.

7.7 Liability Issues

Describe how your firm handles damage and theft claims.

7.8 Logistics

Describe where your firm is based, where it will store materials, and how your firm will make available the equipment and materials needed to perform all work.

7.9 Chemicals

List the chemicals proposed for use in this Contract. Describe how each will be used and methods used to comply with Local, State, and Federal laws and regulations.

7.10 Environmentally Preferable Procurement

Describe how your selection of materials and processes will best meet the intentions of the City's Directive FIN-35 Environmentally Preferable Procurement Policy (Attachment G).

7.11 Carpets and Upholstered Furniture

Describe how your firm proposes to handle carpet and upholstered furniture cleaning, care, and stain extraction. Please describe how spots are to be removed, frequencies for cleanings and your proposed timeframes.

7.12 Frequencies

Provide and discuss your proposed frequencies for each task associated with obtaining the desired outcomes. Please include expected production hours per task and per facility to obtain the desired outcomes in accordance with the City's Custodial Standards (Attachment D).

7.13 Billing/Invoicing

Describe your firm's billing and accounting system, as it will relate to this Contract. Describe your capability to customize invoices to meet the City's needs. Attach samples of your firm's billing forms and invoices.

7.14 Reports

Discuss management reports and quality assurance methods and their frequency. Emphasize how you would customize reports for the City that will show work accomplished, labor hours, and materials consumed by each site. Attach sample reports.

7.15 Computerized Maintenance Management System

Describe how your firm has worked within a customer-provided computerized maintenance management system for tracking assigned work orders and resource planning.

7.16 Cost Proposal

A. Base Bid Prices: Base bid prices shall include everything necessary for the completion of and fulfillment of the Contract, including but not limited to, furnishing all transportation, materials, equipment and all management, supervision, permits, labor, and services for each provided Facility Scope (Attachment C), unless otherwise identified as "Additional Work" within this document. Proposal prices shall include all applicable federal, state and local taxes.

   Individual annual costs are to be submitted for each facility and grouping of facilities listed on Attachment E, Custodial Base Pricing. The basis of payment shall be on a monthly fixed price for services, unless otherwise agreed to in writing by the City.

   The Contractor must agree to perform the described work for the prices indicated in its proposal and markup stipulated in the contract or as negotiated

by the City for the life of the contract. At the request of the Contractor, City, and Contractor will meet and revise prices annually to be effective for the next contract year in December of each year. This increase request shall be in accordance with consumer price index (CPI) for similar services in Stockton, California, according to the Bureau of Labor Statistics and shall not exceed 3% in any one year. The City agrees to adjust payments to reflect changes in work quantities and to pay for new work assigned to the Contractor at the contract rates then in effect. The City will only award a Service Contract if the cost of the agreement is at or below the approved funding allotment for specific facilities and funding sources.

Contractor is encouraged to attend the pre-proposal conference and job walk to inspect areas prior to submitting proposal in order to be fully aware of the scope of services required. Failure to do so will not relieve the successful proposer from performing in strict accordance with the specifications at no additional cost to the City.

B. Material and Supply Pricing: The proposal shall include the Contractor's percentage markup on consumable supplies over its cost. This percentage should be included in the Contractor's Additional Services pricing sheet (Attachment F). Include a comprehensive list of the consumable supplies needed for this contract with your current pricing. The City reserves the right to purchase and supply to the Contractor all consumable materials and supplies.

   Consumable supplies are defined as supplies utilized by facility users, guests and staff. All cleaning supplies necessary to maintain facilities in accordance with City of Stockton Custodial Standards (Attachment D) shall be provided by the Contractor and be accounted for in the Contractor's base bid for each facility.

C. Additional Services: Proposals for hourly rates, unit costs, markups, etc. should be included in the Additional Services Price Sheet (Attachment F).

The cost proposal must be in the form of a separate, electronic document from the proposal.

8.0 PROPOSAL EVALUATION

The Contractor selection process will follow the estimated timeline below:

Event	Date
Post Request for Proposals	December 15, 2021
Pre-Proposal Conference/Job Walk	January 5, 2022
Written Questions submitted by	January 6, 2022

Response to Written Questions	January 7, 2022
Proposals Due	January 13, 2022
Contractor Interviews	Week of January 24, 2022
City Council Approval	Spring 2022

8.1 Proposal Scoring Criteria

Proposals will be selected using a "best value" methodology based on the following categories:

A. **Cost Proposal (25 points).** Points will be weighted with regard to the overall base bid prices and additional service rates.
B. **Experience (20 points).** Previous experience in providing a superior level of service to like-sized public and/or private entities.
C. **Quality of Work (20 points).** Assessments of work quality, performance, and working relationships by current and recent clients that indicate high levels of satisfaction and effectiveness.
D. **Qualifications of Staff (15 points).** Qualifications of proposed staff to be assigned to the project.
E. **Communications Capabilities (10 points).** Well organized communications systems and reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City.
F. **Reports and Invoices (5 points).** Effectiveness and clarity of sample reports and invoices utilized by the firm.
G. **Local Business Preference (5 points).** A maximum of 5 points will be given for local preference in accordance with Stockton Municipal Code Section 3.68.090.

The selection committee will evaluate all proposals. This is a qualifications and cost-based selection, so ranking will be in accordance with the attached Evaluation Scoring Worksheet (See Attachment B). Cost will be a factor in evaluation, but selection is predominately qualifications based. Cost proposals will not be opened until after other categories have been evaluated. Local preference will also be a factor, so Stockton firms are encouraged to propose. Also, non-Stockton firms should make an effort to use Stockton subcontractors whenever possible. Points will be weighted based on the amount of work being performed by the local consultants and/or businesses.

8.2 Negotiations

City staff will begin negotiations with the highest ranked firm. If an agreement cannot be reached after a reasonable period of time, as determined by the City, then the City will terminate negotiations with the number one ranked firm and negotiations will be opened with the second ranked firm. The compensation discussed with one prospective Contractor will not be disclosed or discussed with another Contractor.

The selected consultant will be expected to enter into a Professional Services Contract with the City. Proposers should direct their attention to Attachment A, Instructions to Vendors, for the most current insurance and indemnification language. It is expected that the successful proposer will accept these terms without modification.

The contract shall not be in force until the Council approves the Contract and the City Manager signs it. Work performed before the issuance of a Notice to Proceed cannot be paid by the City.

ATTACHMENTS:

Attachment A – Instructions to Vendors

Attachment B – Evaluation Scoring Sheet

Attachment C – Facility Scope

Attachment D – Custodial Standards

Attachment E – Custodial Base Pricing

Attachment F – Additional Services Pricing

Attachment G – Admin Directive FIN-35

1. Animal Services Center – 1575 S. Lincoln St.
Cleaning Hours: Mon – Sun between 9:00 a.m. and 11:00 a.m.
Square Footage: 850
Areas to be cleaned: Interior, Restroom (3).
Special: Wax and Buff (June & October*), Strip and Wax (February*).
**in the Modular Buildings*

2. Arnold Rue Community Center, 5758 Lorraine Ave.
Cleaning Hours: Mon- Sat between 9:00 p.m. and 6:00 a.m.
Square Footage: 22,560
Areas to be cleaned: Interior, Exterior, Restrooms (4), Kitchen (1), Fitness Area (1), Gymnasium (1).
Special: Carpet Shampoo (September), Strip and Wax (September), Wax and Buff – 2 x year (January & May).

3. Cesar Chavez Library, 605 N. El Dorado St.
Cleaning Hours: Mon – Sat between 9:00 p.m. and 6:00 a.m.
Square Footage: 77,302
Areas to be cleaned: Interior, Exterior, Restrooms (8), Kitchens (2).
Day Porter: Mon - Fri 8:00 a.m. 4:00 p.m.
Special: Carpet Shampoo (July), Strip and Wax (July), Wax and Buff (November & March), Courtyard Pressure Wash (Monthly).

4. 400 E. Main St.
(3rd Floor)
Cleaning Hours: Mon - Fri between 7:00 p.m. and 6:00 a.m.
Square Footage: 25,755
Areas to be cleaned: Interior, Restrooms (2).
Special: NA

(4th Floor)
Cleaning Hours: Mon - Fri between 7:00 p.m. and 6:00 a.m.
Square Footage: 25,730
Areas to be cleaned: Interior, Restroom (2), Kitchen (1).
Special: NA

(7th Floor)
Cleaning Hours: Mon - Fri between 7:00 p.m. and 6:00 a.m.
Square Footage: 7,300
Areas to be cleaned: Interior.
Special: NA

5. Corporation Yard, 1465 S. Lincoln St.
Cleaning Hours: Mon - Fri between 7:00 p.m. and 6:00 a.m.
Square Footage: 17,004
Areas to be cleaned: Interior, Locker Rooms (1), Restrooms (6), Kitchen (6).
Special: Carpet Shampoo (February), Strip and Wax (February), Wax and Buff (June & October).

6. Delta Water Treatment Plant, 11373 N. Sacramento Rd.
Cleaning Hours: Mon - Fri between 7:00 p.m. and 6:00 a.m.

Square Footage: 12,242
Areas to be cleaned: Interior, Exterior, Restrooms (5), Locker Room (2), Kitchen (1).
Special: Carpet Shampoo (August), Strip and Wax (August), Wax and Buff (December & April).

7. Linden Library, 19012 E. Main St., Linden
Cleaning Hours: Mon - Sat between 7:00 p.m. and 6:00 a.m.
Square Footage: 2,066
Areas to be cleaned: Interior, Exterior, Restrooms (2), Kitchen (1).
Special: Carpet Shampoo (May), Strip and Wax (May), Wax and Buff (September & January).

8. Margaret Troke Library, 502 W. Benjamin Holt Dr.
Cleaning Hours: Mon-Sat between 9:00 p.m. and 6:00 a.m.
Square Footage: 14,712
Areas to be cleaned: Interior, Exterior, Restrooms (3), Kitchen (1).
Special: Carpet Shampoo (March), Strip and Wax (March), Wax and Buff (July & November).

9. Maya Angelou Library, 2324 Pock Lane
Cleaning Hours: Mon-Sat between 9:00 p.m. and 6:00 a.m.
Square Footage: 10,500
Areas to be cleaned: Interior, Exterior, Restrooms (5), Kitchen (1).
Special: Carpet Shampoo (April), Strip and Wax (April),Wax and Buff (August & December).

10. Merlo Gymnasium, 1670 E. Sixth St.
Cleaning Hours: Mon – Fri between 9:00 p.m. and 7:00 a.m.
Square Footage: 15,247
Areas to be cleaned: Interior, Exterior, Restrooms (3), Kitchen (1), Gymnasium.
Special: Strip and Wax (July), Wax and Buff (March & November).

11. Municipal Utilities Department, 2500 Navy Dr.
Cleaning Hours: Mon - Sun between 7:00 p.m. and 6:00 a.m.
Square Footage: 17,000
Areas to be cleaned: Interior, Exterior, Locker Rooms (4), Restrooms (18), Kitchen (6).
Day Porter: Mon -Fri 7:30 a.m. - 4:00 p.m.
Special: Carpet Shampoo (April, July*, October*, January*), Strip and Wax (April), Wax and Buff (August & December).
**in Administration and Operations buildings only*

12. Oak Park Senior Citizens Center, 740 E. Fulton St.
Cleaning Hours: Mon - Fri between 7:00 p.m. and 6:00 a.m.
Square Footage: 10,822
Areas to be cleaned: Interior, Exterior, Kitchens (1), Restrooms (4), Fitness Area (1), Gymnasium.
Special: Carpet Shampoo (August), Strip and Wax (August), Wax and Buff (December & April).

13. Permit Center, 345 N. El Dorado Street
Cleaning Hours: Mon - Fri between 7:00 p.m. and 6:00 a.m.
Square Footage: 13,440
Areas to be cleaned: Interior, Exterior, Restrooms (2), Kitchen (1).

Special: Carpet Shampoo (December), Strip and Wax (February), Wax and Buff (June & October).

14. Seifert Community Center, 128 W. Benjamin Holt Dr.
Cleaning Hours: Mon– Sat between 9:00 p.m. and 6:00 a.m.
Square Footage: 13,163
Areas to be cleaned: Interior, Exterior, Gymnasium (1), Fitness Area (1), Restrooms (2).
Special: Carpet Shampoo (October), Strip and Wax (October), Wax and Buff (February & June).

15. Stewart Eberhardt Building, 22 E. Weber Ave.
Cleaning Hours: Mon - Fri between 7:00 p.m. and 6:00 a.m. (Third Floor Only)
Square Footage: 25,282
Areas to be cleaned: Interior, Restrooms (2), Kitchen (1).
Special: Carpet Shampoo (December), Strip and Wax (March), Wax and Buff (July & November).

16. Stribley Community Center, 1760 E. Sonora St.
Cleaning Hours: Mon- Sat between 9:00 p.m. and 6:00 a.m.
Square Footage: 28,491
Areas to be cleaned: Interior, Exterior, Restrooms (4), Fitness Area (1), Gymnasium (2).
Special: Carpet Shampoo (November), Strip and Wax (November), Wax and Buff (March & July).

17. Thornton Library, 26341 Thornton Rd.
Cleaning Hours: Tues - Sat between 7:00 p.m. and 6:00 a.m.
Square Footage: 2,775
Areas to be cleaned: Interior, Exterior, Restrooms (2).
Special: Carpet Shampoo (June), Strip and Wax (June), Wax and Buff (October & February)

18. Van Buskirk Community Center, 734 Houston Ave.
Cleaning Hours: Mon - Sat between 9:00 p.m. and 6:00 a.m.
Square Footage: 17,294
Areas to be cleaned: Interior, Exterior, Gymnasium (1), Restrooms (4).
Special: Carpet Shampoo (November), Strip and Wax (November), Wax and Buff (March & July).

19. Water Field Office, 7400 West Lane
Cleaning Hours: Mon - Fri between 7:00 p.m. and 6:00 a.m.
Square Footage: 4,900
Areas to be cleaned: Interior, Exterior, Locker Room (1), Restrooms (3), Kitchen (1).
Special: Carpet Shampoo (June), Strip and Wax (June), Wax and Buff (October & February).

20. Fair Oaks Library, 2370 E. Main St.
Cleaning Hours: Mon – Sat between 9:00 p.m. – 10:00 a.m.
Square Footage: 9,942
Areas to be cleaned: Interior, Exterior, Restrooms (3), Kitchen (1).
Special: Carpet Shampoo (May), Strip and Wax (September), Wax and Buff (February & June).

21. City Wide Day Porter
Cleaning Hours: Mon – Friday between 7:00 a.m. – 3:30 p.m.
Primary Locations (hours): Chase Building (2), Corporation Yard (2), Troke Library (2), Van Buskirk (2).
May be called out to any City location serviced by Contractor.
Primary Duties: Exterior, Interior, Restrooms, Kitchen.

22. McKinley Community Center, 424 E. Ninth St
Cleaning Hours: Mon between 9:00 p.m. and 6:00 a.m.
Square Footage: 9,587
Areas to be cleaned: Interior, Exterior, Restrooms (2), Kitchen (1).
Special: Carpet Shampoo (June), Strip and Wax (June), Wax and Buff (October & February).

23. Emergency Operations Center, 3606 Hendrix Dr
Cleaning Hours: Thurs between 1:00 p.m. and 4:00 p.m.
Square Footage: 3,072
Areas to be cleaned: Interior, Exterior, Restrooms (2).
Special: Carpet Shampoo* (August), Scrub and Recoat** (August).
**West trailer only*
***East trailer only*

City of Stockton Custodial Standards

At the conclusion of every service the following frequencies and standards shall be met:

Section 1: Accessibility

All City facilities are places of public accommodation, and as such, custodial services shall be performed in a manner that does not negatively impact business operations of the various City facilities.

Section 2: Hours of Service

Custodial services can normally begin at the end of business day for each location. Hours vary by location. Location hours are located on the Facility Scope. City may revise or require additional hours within the scope of this contract at any time.

Section 3: Exterior of Facilities

All facility exteriors shall be presentable and clean at the conclusion of each service and the appearance shall be safe and inviting. All surfaces and fixtures shall be safe, relatively dry and debris free and ready for immediate public use.

Daily:

- Facility entrances (approximately 20' area around each doorway) shall be free from debris and litter.
- Facility floor mats shall be vacuumed and free from debris, stains and installed properly.
- Facility will be properly secured at all times during non-operational hours.
- Facility trash and recycling cans will be emptied with a clean liner left in place and tops wiped down.
- Facility parking lots and trash enclosures adjacent to the building will be free of litter and debris.
- Facility trash enclosures will be locked at all times during non-operational hours.
- Surrounding areas (approximately 10' from building wall) – such as planter boxes, grass, and walkway – will be free of litter.

Weekly:

- Facility entrances (approximately 20' area around each doorway) shall be washed of stains and sticky substances (ie: gum).
- Facility windows, window sills and doors shall be clean and free of dust, dead bugs, spots and smudges up to 10' above the ground.
- Facility shall be clean of all spider webs up to 10' above the ground.

Bi-Monthly:

- Trash enclosure interior and exterior shall be washed of stains and trash residues.

Semi-Annually:

- Facility windows, window sills and walls shall be free of dust, dead bugs, spots, smudges, and spider webs for the entire height of the building.

Section 4: Interior of Facilities

All facility interiors shall be presentable, clean, safe and inviting. All surfaces and fixtures shall be safe, relatively dry, debris free and ready for immediate public use.

Daily:

- Facility floors (including perimeters, reception halls, gymnasiums) shall be swept, vacuumed, spot cleaned and/or spot mopped so as to be free of debris and stains.
- Facility baseboards are to be clean and free of spots and stains.
- Facility waste baskets, recycling bins, and trash cans will be emptied, liners replaced and trash/recycling disposed of appropriately.
- Drinking fountains will be clean, sanitized, polished and free of spots, grease, smudges, etc.
- Facility counters shall be clean, free of dust and smudges on all surface areas.
- Facility stainless steel shall be wiped clean, sanitized, polished and free of spots, grease and smudges.
- Facility stairwells shall have handrails wiped/polished and shall be free of dust and debris.
- Facility elevators shall be wiped clean, swept, vacuumed, and mopped and shall be free of litter, dust and debris.
- Facility floor mats shall be vacuumed and free from debris, stains and installed properly.
- Facility tables and chairs shall be wiped clean, sanitized and disinfected.

Weekly:

- Facility shall be clean of all spider webs up to 10’ above the ground.
- Facility tile/grout and carpets shall be clean and free of spots and stains.
- Facility furnishings shall be clean, free of dust and smudges on all surface areas. ie: desks, counters, cabinets, artificial plants, bookcases, window sills, tops of doors, etc.
- Facility blinds/windows coverings shall be free of dust and stains.
- Facility appliances shall be wiped clean, sanitized, polished and be free of spots, grease and smudges.
- Facility appliances shall be wiped clean, and sanitized internally.
- Facility walls, doors, chair rails and fan/air vents shall be wiped clean and free of stains and dust.
- Facility windows and window sills up to 10’ shall be clean and free of dust, dead bugs, spots and smudges, etc.
- Facility upholstered furniture shall be clean and free of spots and stains.
- Facility reception hall and gymnasium floors shall be mopped in their entirety.

Semi-Annual:

- Facility carpets shall be steam cleaned or wet extracted following manufacturer’s recommendations for proper cleaning procedures.
- Facility tile or laminate floor surfaces shall be waxed and buffed.

Annually:

- Facility windows, window sills and walls shall be free of dust, dead bugs, spots, smudges, and spider webs for the entire height of the building.
- Facility tile or laminate floor surfaces shall have the wax stripped and cleaned prior to new application of wax.

Section 5: Fitness and Gymnasium Areas

All fitness and gym areas shall be presentable and inviting. All surfaces and fixtures shall be safe, clean and ready for immediate public use.

Items in addition to “Interior of Facilities”

Daily:

- Facility fitness equipment shall be wiped clean and sanitized.
- Facility disinfectant dispensers and paper towels shall be stocked and replenished.
- Facility mirrors shall be free of dust and smudges.

Weekly:

- Fitness equipment to be raised/moved once a week by City staff. Custodial staff shall vacuum under the equipment so that floorings are clean and free of all debris.
- Bleachers will be free of dirt, dust, debris, litter, and gum.

Monthly:

- When in use, area under bleachers will be free of dust, debris, and litter.
- Basketball backboards will be free of dust and smudges up to 10' from the floor.

Annually:

- All fixtures attached to ceiling of gymnasium will be free of dust, debris, cobwebs, and dead bugs.

Section 6: Kitchen

Kitchens shall be presentable and free of foul odors. All surfaces and fixtures shall be safe and relatively dry, debris free, and ready for immediate food preparation.

Facility will comply with State and Local Health Department standards.

Daily:

- Facility floors, including all perimeters, shall be swept, mopped, and be free of spots, dust, stains and grease.
- Facility tile/grout and back splash walls shall be clean and free of spots, stains and grease.
- Facility waste basket/recycle containers will be emptied and liners replaced. Waste shall be disposed of properly.
- Facility stainless steel shall be wiped clean, sanitized, polished and free of spots, grease and smudges.
- Facility appliance exteriors shall be wiped clean, sanitized, polished and free of spots, grease and smudges.
- Facility food preparation areas, including sinks, shall be clean, sanitized, and free of spots, stains and smudges.
- Facility disinfectant dispensers and paper towels shall be stocked and replenished.
- Facility floor mats shall be vacuumed and free from debris, stains and installed properly.
- Facility floor drains shall be clean, odor free, free of debris (including hair).

Weekly:

- Facility shall be dust free on all surface areas (ie: top shelves of counters, window sills, tops of doors, etc.)
- Facility floors, walls, and backsplashes behind/beneath refrigerators, stoves, water-coolers, and other appliances shall free of debris, dusts, and grease.
- All facility floor drains shall be flushed with clean water.
- Facility appliances shall be wiped clean, sanitized, and free of spots, grease and smudges, including refrigerators.

Section 7: Locker/Changing Rooms
Locker Room shall be presentable, clean, free of foul odors, and fully stocked. All surfaces and fixtures shall be safe, relatively dry and debris free and ready for immediate public use.

Items in addition to "Interior of Facilities"
Facility will comply with State and Local Health Department standards.

Daily:

- Facility waste baskets and feminine hygiene containers will be emptied and liners replaced.
- Facility hand towel, soap dispensers, fragrance sprayer, toilet seat covers and toilet paper shall be stocked and replenished.
- Facility floors shall be swept and mopped with germicidal solution.
- Facility stainless steel shall be wiped clean, sanitized, polished and free of spots, grease and smudges.
- All tiles and shower walls shall be free of soap scum, film, stains, mildew, disinfected and sanitized.
- Facility mirrors, sinks, fixtures, partitions and walls shall be clean, disinfected and free of soap scum.
- All facility sinks, toilets, urinals, shower curtains and diaper changing tables shall be clean, disinfected, sanitized, with any prescribed aromatic devices functioning properly. Do not leave any un-dissolved cleaning agents behind.
- Facility floor mats shall be vacuumed and free from debris, stains and installed properly.
- Facility floor drains shall be clean, odor free, free of debris (including hair).
- All facility lockers and benches shall be dust free and clean.

Weekly:

- All facility benches, walls, doors and frames shall be cleaned and disinfected.
- All exterior locker surfaces shall be disinfected.
- All facility floor drains shall be flushed with clean water.

Quarterly:

- Clean interior surfaces of all lockers.

Section 8: Facility Restrooms and Showers
Restrooms and showers shall be presentable, clean, free of foul odors, and consumables fully stocked. All surfaces and fixtures shall be safe, relatively dry and debris free and ready for immediate public use.

Items in addition to "Interior of Facilities and Exterior of Facilities"

Daily:

- Facility waste baskets and feminine hygiene containers will be emptied and liners replaced.
- Facility hand towel, soap dispensers, fragrance sprayer, toilet seat covers and toilet paper shall be stocked and replenished.
- Facility floors shall be swept and mopped with germicidal solution.
- Facility stainless steel shall be wiped clean, sanitized, polished and free of sports, grease and smudges.
- All tiles shall be free of soap scum, film, stains, mildew, disinfected and sanitized.
- Facility mirrors, sinks, fixtures, partitions and walls shall be clean, disinfected and free of soap scum.

- All facility sinks, toilets, urinals and diaper changing tables shall be clean, disinfected and sanitized. Do not leave any un-dissolved cleaning agents behind.
- Facility floor mats shall be vacuumed and free from debris, stains and installed properly.
- Facility floor drains shall be clean, odor free, free of debris (including hair).

Weekly:

- All Facility walls, doors and frames shall be cleaned and disinfected.
- All Facility floor drains shall be flushed with clean water.

DEPARTMENT OF INDUSTRIAL RELATIONS
LABOR COMPLIANCE
SELF-CERTIFICATION

We, the undersigned, self-certify that we will comply with all California Department of Industrial Relations (DIR) laws, rules and regulations that apply to Public Work as defined in Labor Code Section 1720(a)(1), as well as Senate Bill 854 (2014), and all other related statutes.

In addition, we acknowledge that to be eligible to bid on City of Stockton Public Works projects, we and all subcontractors under us are registered, and will remain registered with the DIR until project completion; otherwise, we will be disqualified from consideration as a bidder for the subject project.

CONTRACTOR: Imperial Maintenance Services, Inc.

BY: Alfonso Solis

TITLE: CEO

DATE: 1/13/2022

NON-COLLUSION DECLARATION

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY of STOCKTON DEPARTMENT OF PUBLIC WORKS.

The undersigned declares:

I am the CEO, of Imperial Maintenance Services. Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on January 13, 2022 at Stockton (city), Ca. (state)

(Signature)

TITLE VI VIOLATION SELF-CERTIFICATION

We, the undersigned, self-certify that pursuant to Federal Code of Regulations (CFR), 23 CFR 200.9, 633 and 49 CFR 21.7, we do not have any unresolved violations under Title VI of the Civil Rights Act of 1964 and related statutes, including Americans with Disabilities Act (ADA). In addition, we acknowledge that an unresolved Title VI violation will disqualify us for consideration as a bidder for the subject project.

CONTRACTOR: Imperial Maintenance Services, Inc.

BY: Alfons Solis

CEO
TITLE

DATE: 1/13/2022

CITY OF STOCKTON CUSTODIAL SERVICES, PROJECT NO. OM-22-005
FINANCIAL BREAKDOWN BY FACILITY
BASELINE CONTRACT - JULY 1, 2022 THROUGH JUNE 30, 2027

FACILITY	SERVICE	FY 2022-23 NOT TO EXCEED FEE	FY 2023-24* NOT TO EXCEED FEE	FY 2024-25* NOT TO EXCEED FEE	FY 2025-26* NOT TO EXCEED FEE	FY 2026-27* NOT TO EXCEED FEE	TOTAL
Animal Services Center	Services	$ 5,664.00	$ 5,833.92	$ 6,008.94	$ 6,189.21	$ 6,374.89	**$ 30,070.96**
	Consumables	$ 4,000.00	$ 4,120.00	$ 4,243.60	$ 4,370.91	$ 4,502.04	**$ 21,236.55**
Emergency Operations Center	Services	$ 3,000.00	$ 3,090.00	$ 3,182.70	$ 3,278.18	$ 3,376.53	**$ 15,927.41**
	Consumables	$ 2,000.00	$ 2,060.00	$ 2,121.80	$ 2,185.45	$ 2,251.01	**$ 10,618.26**
Permit Center	Services	$ 20,232.00	$ 20,838.96	$ 21,464.13	$ 22,108.05	$ 22,771.29	**$ 107,414.43**
	Consumables	$ 3,500.00	$ 3,605.00	$ 3,713.15	$ 3,824.54	$ 3,939.28	**$ 18,581.97**
Delta Water Treatment Plant	Services	$ 20,232.00	$ 20,838.96	$ 21,464.13	$ 22,108.05	$ 22,771.29	**$ 107,414.43**
	Consumables	$ 2,500.00	$ 2,575.00	$ 2,652.25	$ 2,731.82	$ 2,813.77	**$ 13,272.84**
2500 Navy Drive	Services	$ 110,016.00	$ 113,316.48	$ 116,715.97	$ 120,217.45	$ 123,823.98	**$ 584,089.88**
	Consumables	$ 18,000.00	$ 18,540.00	$ 19,096.20	$ 19,669.09	$ 20,259.16	**$ 95,564.45**
Water Field Office	Services	$ 11,144.00	$ 11,478.32	$ 11,822.67	$ 12,177.35	$ 12,542.67	**$ 59,165.01**
	Consumables	$ 2,100.00	$ 2,163.00	$ 2,227.89	$ 2,294.73	$ 2,363.57	**$ 11,149.19**
400 E Main St.	Services	$ 93,048.00	$ 95,839.44	$ 98,714.62	$ 101,676.06	$ 104,726.34	**$ 494,004.46**
	Consumables	$ 23,000.00	$ 23,690.00	$ 24,400.70	$ 25,132.72	$ 25,886.70	**$ 122,110.12**
Corporation Yard	Services	$ 32,400.00	$ 33,372.00	$ 34,373.16	$ 35,404.35	$ 36,466.48	**$ 172,015.99**
	Consumables	$ 9,720.00	$ 10,011.60	$ 10,311.95	$ 10,621.31	$ 10,939.95	**$ 51,604.81**
Merlo Gymnasium	Services	$ 22,747.00	$ 23,429.41	$ 24,132.29	$ 24,856.26	$ 25,601.95	**$ 120,766.91**
	Consumables	$ 2,280.00	$ 2,348.40	$ 2,418.85	$ 2,491.42	$ 2,566.16	**$ 12,104.83**
Stewart Eberhardt Building	Services	$ 40,452.00	$ 41,665.56	$ 42,915.53	$ 44,203.00	$ 45,529.09	**$ 214,765.18**
	Consumables	$ 4,200.00	$ 4,326.00	$ 4,455.78	$ 4,589.45	$ 4,727.13	**$ 22,298.36**
Cesar Chavez Library	Services	$ 131,466.00	$ 135,409.98	$ 139,472.28	$ 143,656.45	$ 147,966.14	**$ 697,970.85**
	Consumables	$ 8,160.00	$ 8,404.80	$ 8,656.94	$ 8,916.65	$ 9,184.15	**$ 43,322.54**
Fair Oaks Library	Services	$ 19,775.00	$ 20,368.25	$ 20,979.30	$ 21,608.68	$ 22,256.94	**$ 104,988.17**
	Consumables	$ 1,000.00	$ 1,030.00	$ 1,060.90	$ 1,092.73	$ 1,125.51	**$ 5,309.14**
Margaret Troke Library	Services	$ 29,124.00	$ 29,997.72	$ 30,897.65	$ 31,824.58	$ 32,779.32	**$ 154,623.27**
	Consumables	$ 3,120.00	$ 3,213.60	$ 3,310.01	$ 3,409.31	$ 3,511.59	**$ 16,564.51**
Maya Angelou Library	Services	$ 24,276.00	$ 25,004.28	$ 25,754.41	$ 26,527.04	$ 27,322.85	**$ 128,884.58**
	Consumables	$ 1,920.00	$ 1,977.60	$ 2,036.93	$ 2,098.04	$ 2,160.98	**$ 10,193.55**
Linden Library	Services	$ 15,600.00	$ 16,068.00	$ 16,550.04	$ 17,046.54	$ 17,557.94	**$ 82,822.52**
	Consumables	$ 1,000.00	$ 1,030.00	$ 1,060.90	$ 1,092.73	$ 1,125.51	**$ 5,309.14**
Thornton Library	Services	$ 13,200.00	$ 13,596.00	$ 14,003.88	$ 14,424.00	$ 14,856.72	**$ 70,080.60**
	Consumables	$ 2,100.00	$ 2,163.00	$ 2,227.89	$ 2,294.73	$ 2,363.57	**$ 11,149.19**
Oak Park Senior Center	Services	$ 16,200.00	$ 16,686.00	$ 17,186.58	$ 17,702.18	$ 18,233.25	**$ 86,008.01**
	Consumables	$ 4,680.00	$ 4,820.40	$ 4,965.01	$ 5,113.96	$ 5,267.38	**$ 24,846.75**
Arnold Rue Community Center	Services	$ 43,680.00	$ 44,990.40	$ 46,340.11	$ 47,730.31	$ 49,162.22	**$ 231,903.04**
	Consumables	$ 4,200.00	$ 4,326.00	$ 4,455.78	$ 4,589.45	$ 4,727.13	**$ 22,298.36**
Seifert Community Center	Services	$ 24,276.00	$ 25,004.28	$ 25,754.41	$ 26,527.04	$ 27,322.85	**$ 128,884.58**

CITY OF STOCKTON CUSTODIAL SERVICES, PROJECT NO. OM-22-005
FINANCIAL BREAKDOWN BY FACILITY
BASELINE CONTRACT - JULY 1, 2022 THROUGH JUNE 30, 2027

FACILITY	SERVICE	FY 2022-23 NOT TO EXCEED FEE	FY 2023-24* NOT TO EXCEED FEE	FY 2024-25* NOT TO EXCEED FEE	FY 2025-26* NOT TO EXCEED FEE	FY 2026-27* NOT TO EXCEED FEE	TOTAL
	Consumables	$ 5,400.00	$ 5,562.00	$ 5,728.86	$ 5,900.73	$ 6,077.75	**$ 28,669.34**
Stribley Community Center	Services	$ 53,400.00	$ 55,002.00	$ 56,652.06	$ 58,351.62	$ 60,102.17	**$ 283,507.85**
	Consumables	$ 4,560.00	$ 4,696.80	$ 4,837.70	$ 4,982.83	$ 5,132.31	**$ 24,209.64**
Van Buskirk Community Center	Services	$ 33,972.00	$ 34,991.16	$ 36,040.89	$ 37,122.12	$ 38,235.78	**$ 180,361.95**
	Consumables	$ 2,040.00	$ 2,101.20	$ 2,164.24	$ 2,229.17	$ 2,296.05	**$ 10,830.66**
Mckinley Community Center	Services	$ 3,600.00	$ 3,708.00	$ 3,819.24	$ 3,933.82	$ 4,051.83	**$ 19,112.89**
	Consumables	$ 500.00	$ 515.00	$ 530.45	$ 546.36	$ 562.75	**$ 2,654.56**
City-Wide Day Porter	Services	$ 63,800.00	$ 65,714.00	$ 67,685.42	$ 69,715.98	$ 71,807.46	**$ 338,722.86**
City-Wide Urgent	Services	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	**$ 150,000.00**
		$ 971,284.00	**$ 999,522.52**	**$ 1,028,608.19**	**$ 1,058,566.45**	**$ 1,089,423.43**	**$ 5,147,404.59**

** Includes an annual fee increase based on Consumer Price Index (CPI) for similar local services in accordance with the Bureau of Labor Statistics; not to exceed 3% in any year.*

City of Stockton Custodial Base Pricing

NO.	FACILITY NAME/LOCATION	ADDRESS	SQ FT	PROPOSED ANNUAL COST
1	Animal Services Center	1575 S. Lincoln St.	850	$5,664.00
2	Arnold Rue Community Center	5758 Lorraine Ave.	22,560	$43,680.00
3	Cesar Chavez Library	605 N. El Dorado St.	77,302	$129,966.00
4	400 E. Main St., 3rd Floor	400 E. Main St.	25,755	$40,452.00
	400 E. Main St., 4th Floor		25,730	$40,452.00
	400 E. Main St., 7th Floor		7,300	$12,144.00
5	Corporation Yard	1465 S. Lincoln St.	17,004	$32,400.00
6	Delta Water Treatment Plant	11373 N. Sacramento Rd.	12,242	$20,232.00
7	Linden Library	19012 E. Main St., Linden	2,066	$15,600.00
8	Margaret Troke Library	502 W. Benjamin Holt Dr.	14,712	$29,124.00
9	Maya Angelou Library	2324 Pock Ln.	10,500	$24,276.00
10	Merlo Gymnasium	1670 E. Sixth St.	15,247	$22,747.00
11	Municipal Utilities Department	2500 Navy Dr.	17,000	$110,016.00
12	Oak Park Senior Center	740 E. Fulton St.	10,822	$16,200.00
13	Permit Center	345 N. El Dorado St.	13,440	$20,232.00
14	Seifert Community Center	128 W. Benjamin Holt Dr.	13,163	$24,276.00
15	Stewart Eberhardt Building	22 E. Weber Ave.	25,282	$40,452.00
16	Stribley Community Center	1760 E. Sonora St.	28,491	$53,400.00
17	Thornton Library	26341 Thornton Rd.	2,775	$13,200.00
18	Van Buskirk Community Center	734 Houston Ave.	17,294	$33,972.00
19	Water Field Office	7400 West Ln.	4,900	$11,144.00
20	Fair Oaks Library	2370 E. Main St.	9,942	$19,775.00
21	Citywide Day Porter	N/A	N/A	$63,800.00
22	McKinley Community Center	424 E. Ninth St.	9,587	$3,600.00
23	Emergency Operations Center	3606 Hendrix Dr.	3,072	$3,000.00

Additional Services Price Sheet

TASK	PROPOSED RATE	UNIT (e.g. per hour, job, etc.)
Custodial Hourly Rate	$31.04	
Day Porter Hourly Rate	$31.04	
Window Cleaning	$31.04/hr	Hour
Upholstery Cleaning	$31.04/hr	Hour
Carpet Cleaning	$31.04/hr	Hour
Pressure Washing	$31.04/hr	Hour
VCT/Tile Cleaning	$31.04/hr	Hour
High Work – Greater than 10':		
a. Window Cleaning	$34.75/hr	Hour
b. Dusting & De-webbing	$34.75/hr	Hour
c. Pressure Washing	$34.75/hr	Hour
Decontamination Services: Covid-19	$34.75/hr	Hour
Other Services (please list):		
Electrostatic Spraying/Fogging	$0.20 cents/sf.	Square Feet

Imperial Maintenance Services
imperialmaint@aol.com
C (209) 649-0085
F: (209) 957-0421

City of Stockton
Consumable List
8830 Cherry Hills Place
Stockton, Ca. 95209
P: (209) 957-0421

BILL TO: City of Stockton
Cristina Pfeffer
22 E. Weber Avenue Room 301
Stockton, Ca. 95202
(209) 937-8411

REMIT TO: Imperial Maintenance Services
Alfonso Solis
8830 Cherry Hills Place
Stockton, Ca. 95209
(209) 649-0085

Column1	List of Supplies	Unit Price	Tax (9%)	Total	Mark Up (10%)
1	Towel Roll 1 ply 10 GP Wht Enmotion 6/800/cs	$66.49	$5.98	$72.47	$79.72
2	TP Tork 2 ply Univ Soft White 96/500/cs	$36.83	$3.32	$40.15	$44.17
3	Towel Tork 2 ply Multifold Hand 16/250/cs	$19.23	$1.73	$20.96	$23.06
4	TP 2 ply Small Core White 36/1000/cs	$43.52	$3.92	$47.44	$52.18
5	Boardwalk Premium Seat Covers Half Fold 20/250/cs	$36.33	$3.27	$39.60	$43.56
6	Hand Soap 4/gal/cs	$35.86	$3.23	$39.09	$43.00
7	Soft Pink Soap Hand Soap 4/gal/cs	$24.77	$2.23	$27.00	$29.70
8	Mango Meter Aerosol Deo. 12/7oz./cs	$52.92	$4.76	$57.68	$63.45
9	Wave 3D Urinal Screen Cotton Blossom Fresh Pack/10	$19.23	$1.73	$20.96	$23.06
10	Wave 3D Urinal Screen Mango Deo. 6/10/box	$19.15	$1.72	$20.87	$22.96
11	Clip Eco Bowl Cotton Blossom Fresh 6/12/box	$23.05	$2.07	$25.12	$27.63
12	Liner Sanisac Waxed Recept 7.5x10x3 500/cs	$25.18	$2.27	$27.45	$30.20
13	Stainless Steel Clnr Oil Base 12/20oz./cs	$77.40	$6.97	$84.37	$92.81
14	Clorox Germicidal Bleach 3/121oz/cs	$7.30	$0.66	$7.96	$8.76
15	EnvirOx Absolute H2O2 Hyper-Con 2/gal/cs	$91.70	$8.25	$99.95	$109.95
16	BSL Reflection Neutral Floor Cleaner 4/gal/cs	$33.64	$3.03	$36.67	$40.34
17	AFB Acid Free Restroom Cleaner 12/qt/cs	$30.60	$2.75	$33.35	$36.69
18	Klearview Glass MP Cleaner 4/gal/cs	$10.11	$0.91	$11.93	$13.12
19	Lemon Zip Disinfectant 4/gal/cs Concentrated	$64.00	$5.76	$69.76	$76.74
20	Hand Sanitizer 62% Alcohol Foam Clear 4/gal/cs	$90.29	$8.13	$98.42	$108.26
21	Liner LD 40x48 1.2 ml Black 100/cs	$32.42	$2.92	$35.34	$38.87
22	Liner LD 33x40 1.0 ml Blue 10rl/25/250/cs	$21.92	$1.97	$23.89	$26.28
23	Liner HD 24x33 8mic Clear 12-16gal/20rl/50/cs	$32.38	$2.91	$38.20	$42.02
24	Trash Can Liner LD .45 mil Black 50rl/10/cs	$27.69	$2.49	$30.18	$33.20
25	Grocery Paper Bag 40lb cap 500/pk	$32.42	$2.92	$35.34	$38.87
26	Trigger Sprayers 9-7/8 32oz. 200/cs 0.98 per sprayer	$196.00	$17.64	$213.64	$235.00
27	Spray Bottles Plastic 32oz. 84/pk 0.79 per bottle	$66.36	$5.97	$72.33	$79.56
28	Tiolet Bowl Brush Polypro 12/ca 1.90 per brush	$22.80	$2.05	$24.85	$27.34
29	Chicopee Dust Cloth Yellow 24x24 100/cs	$84.73	$7.63	$92.36	$101.60
30	Carpet Pre-Spray & Bonnet Clean 4/gal/cs	$83.04	$7.47	$90.51	$99.56
31	Thunder Lightening Floor Care 4/gal/cs Concentrated	$51.56	$4.64	$56.20	$61.82
32	Carpet Extraction Cleaner 4/gal/cs	$83.64	$7.53	$91.17	$100.29
33	Multi Surface Floor Finish 5 gal-BIB/cs	$87.81	$7.90	$95.71	$105.28
34	RTU Carpet Spotter 12/32oz/cs	$84.24	$7.58	$91.82	$101.00
35	No-Scratch Crème Cleanser 12/qt/cs	$50.16	$4.51	$54.67	$60.14
36	Clorox Bleach Cream Cleanser 8/32oz/cs	$36.33	$3.27	$39.60	$43.56
37	Dawn Pot & Pan Dish Detergent8/38oz/cs	$61.30	$5.52	$66.82	$73.50
38	Joy pot & Pan Dish Liquid 8/38oz/cs	$49.91	$4.49	$54.40	$59.84
39	Express HE Liquid Detergent 4/100oz/cs	$47.82	$4.30	$52.12	$57.33
40	Liner LD 42x48 .88ml Green 8rl/10/80cs	$54.65	$4.92	$64.49	$70.94

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. FIN-35	Page No. 1 of 6
ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY	Effective Date: 12/03/07	Revised From: N/A

I. PURPOSE

To increase the use of environmentally preferable products and services in the City of Stockton in order to:

- conserve natural resources;
- minimize environmental impacts such as pollution and use of water and energy;
- eliminate or reduce toxics that create hazards to workers;
- support the recycling markets; and
- increase the use and availability of environmentally preferable products that protect the environment.

II. POLICY

A. The City shall, to the extent reasonably practicable, use and require its contractors and consultants to use, environmentally preferable products with the maximum amount of recoverable materials.

B. The City shall specify recycled content and environmentally preferable products unless such products do not perform satisfactorily and/or are not cost effective. The priority for purchasing recycled content products shall be as follows:

1. The highest percentage of recycled content of "post-consumer recovered material," available in the marketplace; and
2. The highest percentage of "pre-consumer recovered material," available in the market place.

C. The City shall solicit the use of recycled content and other environmentally preferred products in its procurement documents.

D. The City shall ensure that specifications and performance standards for goods and services do not require the use of products made from virgin materials nor specifically exclude the use of environmentally preferable products.

E. The City shall procure environmentally preferable goods and services where environmental criteria have been established by the United States Environmental Protection Agency or other widely recognized authorities.

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Subject:	Directive No. FIN-35	Page No. 2 of 6
ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY	Effective Date: 12/03/07	Revised From: N/A

F. The City shall integrate environmental factors into the City's buying decisions, when practicable. Examples include but are not limited to:

- purchasing non-emergency fleet vehicles and equipment that provide, whenever practicable, the best available net reduction in vehicle fleet emissions;
- replacing disposables with re-usable, recyclable, or compostable goods;
- considering life cycle economics;
- considering impacts and threats of harm to human health or the environment; and
- evaluating, as appropriate, the environmental performance of vendors in providing products and services.

G. All City departments shall practice waste prevention and recycling.

DEFINITIONS

Environmentally Preferable Products and Services refers to products and services that have a lesser or reduced negative effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, and/or disposal of the product.

Recycling means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace.

Waste Prevention means any action undertaken by an individual or organization to eliminate or reduce the amount of toxicity of materials before they enter the municipal solid waste stream. This action is intended to conserve resources, promote efficiency and reduce pollution.

Practicable means sufficient in performance.

Recycled Products are products manufactured with waste material that has been recovered or diverted from the waste stream. Recycled material may be derived from post-consumer waste (material that has served its intended end-use and been discarded by a

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final consumer), industrial scrap, manufacturing waste, and/or other waste that otherwise would not have been utilized.

Post-consumer recovered materials are finished materials that would normally be disposed of as solid waste, having completed its life cycle as a consumer item.

Examples of post-consumer recovered materials include, but are not limited to: old newspapers, office paper, yard waste, steel and/or aluminum cans, glass, plastic bottles, oil, asphalt, concrete and tires.

Pre-consumer recovered materials are materials or by-products generated after manufacturing of a product is completed, but before the product reaches the end-use consumer. Examples of pre-consumer recovered materials include, but are not limited to: obsolete inventories of finished goods, rejected unused stock and paper wastes generated during printing, cutting and other converting operations.

Life Cycle Economics means the identification and inclusion of all direct and indirect costs associated with a particular product or material. This includes the initial cost of purchase, anticipated maintenance and repair and the direct and indirect disposal costs associated with the disposal or removal of the product at the end of its useful life.

III. ENVIRONMENTALLY PREFERABLE PRODUCTS

The following product lines are initially designated as areas of focus for environmentally preferable purchases:

A. Printing and writing papers including all imprinted letterhead paper, envelopes, copy paper, and business cards shall contain a minimum of 30 percent post-consumer recycled content.

B. Paper products including janitorial supplies, shop towels, hand towels, facial tissue, toilet paper, seat covers, corrugated boxes, file boxes, hanging file folders, and other products composed largely of paper.

C. Remanufactured laser printer toner cartridges and remanufactured or refillable inkjet cartridges.

D. Re-refined antifreeze including on-site antifreeze recycling.

E. Re-refined lubricating and hydraulic oils.

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F. Recycled plastic outdoor wood substitutes including plastic lumber, benches, fencing, signs, and posts.

G. Recycled content construction, building and maintenance products, including plastic, lumber, carpet, tiles and insulation.

H. Recrushed cement concrete aggregates and asphalt.

I. Cement and asphalt concrete containing tire rubber, glass cullet, recycled fiber, plastic, fly ash or other alternative products.

J. Retreaded tires and products made from recycled tire rubber including rubberized asphalt, playground surfaces and fatigue mats.

K. Compost, mulch and other organics including recycled biosolid products.

L. Remanufactured paint.

M. Janitorial cleaning supplies.

N. Other products that may be designated.

IV. WASTE PREVENTION PRACTICES

A Recycling Team, comprised of department representatives, shall be established to increase waste reduction and recycling practices in all City departments. City staff shall be required to reduce their consumption of resources by incorporating the following practices into their daily activities:

A. Consider durability and reparability of products prior to purchase.

B. Conduct routine maintenance on products/equipment to increase the useful life.

C. Use back-to-back features on laser printers and copiers. Specify back-to-back on all print jobs wherever practical.

D. Send and store information electronically when possible. This includes e-mail, web site, and electronic fax

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CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject: ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY	Directive No. FIN-35	Page No. 5 of 6
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E. Review records retention policies and implement document imaging systems.

F. Other waste prevention practices that further the goals of this policy.

V. RESPONSIBILITIES OF ALL DEPARTMENTS

Each department shall be responsible for the implementation of this policy and shall:

A. On a quarterly basis, the Recycling Team department representatives shall report to the City Manager's Office their progress of policy implementation including the types of environmentally preferable products purchased, successes, pitfalls, and changes.

B. Practice waste prevention and source reduction whenever possible.

C. Continue to utilize recycling programs and expand them where possible.

D. Procure recycled products whenever practicable.

E. Develop, evaluate and maintain information about environmentally preferable and/or recycled products containing the maximum practical amount of recycled materials. Share information with other departments when potential use of a product exists.

F. Develop specifications used in bids/request for proposals, aimed at eliminating barriers to recycled-content products, such as outdated or overly-stringent product specifications and specifications not related to product performance.

G. Ensure the bid documents require environmental preferred alternatives whenever practical.

H. Educate and promote this policy through appropriate staff and the use of the City's Intranet.

VI. RESPONSIBILITIES OF ADMINISTRATIVE SERVICES PURCHASING DIVISION

The Purchasing Division shall:

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A. Maintain and use information, furnished by its vendors, about environmentally preferable and recycled products containing the maximum practical amount of recycled materials and encourage Departments to purchase such products whenever possible.

B. Provide Departments with vendor furnished information about recycled products and environmental procurement opportunities.

C. Inform vendors of the City's Environmentally Preferable Procurement Policy.

D. Structure applicable contracts to offer and/or feature recycled-content products whenever possible (e.g., office supplies, lubricating oils and janitorial supplies).

E. Encourage development of specifications used in bids/request for proposals aimed at eliminating barriers to recycled-content products, such as outdated or overly stringent product specifications and specifications not related to product performance. All bids/request for proposals shall encourage vendors to offer recycled products whenever practical.

VII. EXEMPTION

Nothing in this policy shall be construed as requiring the purchase of products that do not perform adequately and/or are not reasonably available at a reasonable cost.

APPROVED:

J. GORDON PALMER, JR.
CITY MANAGER

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NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

Exhibit C:
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any

endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: Subcontractors hired by

Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Contractor shall provide proof of such compliance and verification to the City upon request.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attn: City Risk Services
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. 1 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: **5/1/2015**	Revised From: **7/27/09 4/6/09 3/1/2010 (see below)**

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

I. PURPOSE

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

II. POLICY

A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."

B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.

C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.

D. All City employees and non-employees share a responsibility to assist in

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 2 of 14
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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.

F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.

G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.

H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.

I. This policy shall be administered by the Director of Human Resources.

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. 3 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:

1. Soliciting applications from a source where all or most of potential workers are of the same race or color.

2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and

3. Questioning a job applicant about the existence, nature and severity of a disability.

B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER 037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. Verbal Harassment: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

2. Physical Harassment: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

3. Visual Harassment: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made a term or condition of employment; or

2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

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DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

Examples of Sexual Harassment include, but are not limited to the following:

a. Unwelcome sexual overtures or propositions.

b. Offering employment benefits or status in exchange for sexual favors.

c. Making or threatening retaliation after a negative response to sexual advances.

d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.

e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.

f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.

g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.

h. Physical conduct such as touching, assaulting, impeding or blocking movements.

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DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

i. Retaliation for making harassment reports or threatening to report harassment.

D. Affordable Care Act (ACA) Anti-Retaliation

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any

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CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. 7 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: **5/1/2015**	Revised From: **7/27/09 4/6/09 3/1/2010 (see below)**

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment

   a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.

   b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.

   c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
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with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.

2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment

a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.

b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.

c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.

B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.

C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

V. INVESTIGATION PROCEDURES

A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

B. Investigative Guidelines

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.

2. Confirm the name and position of the complainant. Interview the complainant.

3. Allow the complainant the opportunity to place the complaint in writing.

4. Obtain the identity of the alleged harasser(s).

5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).

6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).

7. Ascertain if any threats or promises were made in connection with the alleged harassment.

8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).

9. Ascertain whether the complainant has spoken to anyone, especially

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PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.

11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.

12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.

13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.

14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.

15. Conduct follow-up interviews, if warranted.

16. Prepare report of findings and discuss with management and designated legal staff.

VI. RESPONDING TO THE COMPLAINT

A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.

C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.

D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:

1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).

2. Unfounded: The investigation proved that the act(s) or omission(s)

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER 037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.

E. Details regarding any specific fact findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.

F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

VII. DISCIPLINE

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

VIII. ALTERNATIVE REMEDIES

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.)*, any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

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PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

agencies. Both the EEOC and DFEH serve as neutral fact finders and attempt to assist parties in resolving disputes voluntarily.

IX. COMMUNICATION OF POLICY

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:

KURT O. WILSON
CITY MANAGER

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CITY OF STOCKTON CUSTODIAL SERVICES, PROJECT NO. OM-22-005

FINANCIAL BREAKDOWN BY ACCOUNT

BASELINE CONTRACT - JULY 1, 2022 THROUGH JUNE 30, 2027

ACCOUNT NAME	FUND NAME	ACCOUNT NUMBER	FY 2022-23 NOT TO EXCEED FEE	FY 2023-24* NOT TO EXCEED FEE	FY 2024-25* NOT TO EXCEED FEE	FY 2025-26* NOT TO EXCEED FEE	FY 2026-27* NOT TO EXCEED FEE	TOTAL
Public Works Facilities Maint. Account, Janitorial, Maintenance & Repair	General Fund	4520-706-630013-100-000-30-45-000-000-	$ 565,871.17	$ 582,847.31	$ 600,332.73	$ 618,342.71	$ 636,892.99	**$ 3,004,286.91**
Public Works Facilities Maint. Account, Janitorial, Materials & Supplies	General Fund	4520-706-650001-100-000-30-45-000-000	$ 70,721.60	$ 72,843.25	$ 75,028.55	$ 77,279.41	$ 79,597.79	**$ 375,470.60**
MUD Account, MUD Admin – Water, Other Services	Utility Customer Service Fund	6511-502-630006-600-000-00-65-000-000-	$ 33,004.80	$ 33,994.94	$ 35,014.79	$ 36,065.23	$ 37,147.19	**$ 175,226.95**
MUD Account, MUD Admin – Water, Materials & Supplies	Utility Customer Service Fund	6511-502-650001-600-000-00-65-000-000-	$ 5,400.00	$ 5,562.00	$ 5,728.86	$ 5,900.73	$ 6,077.75	**$ 28,669.34**
MUD Account, MUD Admin – Wastewater, Other Services	Utility Customer Service Fund	6511-502-630006-610-000-00-65-000-000-	$ 69,310.08	$ 71,389.38	$ 73,531.06	$ 75,736.99	$ 78,009.10	**$ 367,976.61**
MUD Account, MUD Admin – Wastewater, Materials & Supplies	Utility Customer Service Fund	6511-502-650001-610-000-00-65-000-000-	$ 11,340.00	$ 11,680.20	$ 12,030.61	$ 12,391.53	$ 12,763.28	**$ 60,205.62**
MUD Account, MUD Admin – Stormwater, Other Services	Utility Customer Service Fund	6511-502-630006-620-000-00-65-000-000-	$ 7,701.12	$ 7,932.15	$ 8,170.11	$ 8,415.21	$ 8,667.67	**$ 40,886.26**
MUD Account, MUD Admin – Stormwater, Materials & Supplies	Utility Customer Service Fund	6511-502-650001-620-000-00-65-000-000-	$ 1,260.00	$ 1,297.80	$ 1,336.73	$ 1,376.83	$ 1,418.13	**$ 6,689.49**
MUD Account, Delta Water Treatment Plant, Other Services	Stockton Water District Fund	6513-511-630006-600-000-00-65-000-000-	$ 20,232.00	$ 20,838.96	$ 21,464.13	$ 22,108.05	$ 22,771.29	**$ 107,414.43**
MUD Account, Delta Water Treatment Plant, Materials & Supplies	Stockton Water District Fund	6513-511-650001-600-000-00-65-000-000-	$ 2,500.00	$ 2,575.00	$ 2,652.25	$ 2,731.82	$ 2,813.77	**$ 13,272.84**
MUD Account, Water Field Office, Other Services	Stockton Water District Fund	6514-000-630006-600-000-00-65-000-000	$ 11,144.00	$ 11,478.32	$ 11,822.67	$ 12,177.35	$ 12,542.67	**$ 59,165.01**
MUD Account, Water Field Office, Materials & Supplies	Stockton Water District Fund	6514-000-650001-600-000-00-65-000-000	$ 2,100.00	$ 2,163.00	$ 2,227.89	$ 2,294.73	$ 2,363.57	**$ 11,149.19**
Police Department Account, Animal Shelter, Maintenance & Repairs	General Fund	3513-303-630013-100-000-20-35-000-000-	$ 5,664.00	$ 5,833.92	$ 6,008.94	$ 6,189.21	$ 6,374.89	**$ 30,070.96**
Police Department Account, Animal Shelter, Materials & Supplies	General Fund	3513-303-650001-100-000-20-35-000-000-	$ 4,000.00	$ 4,120.00	$ 4,243.60	$ 4,370.91	$ 4,502.04	**$ 21,236.55**
Community Development Account, Permit Center, Maintenance & Repairs	Development Services Fund	5510-000-630013-220-221-10-55-000-000-	$ 20,232.00	$ 20,838.96	$ 21,464.13	$ 22,108.05	$ 22,771.29	**$ 107,414.43**
Community Development Account, Permit Center, Materials & Supplies	Development Services Fund	5510-000-650001-220-221-10-55-000-000-	$ 3,500.00	$ 3,605.00	$ 3,713.15	$ 3,824.54	$ 3,939.28	**$ 18,581.97**
Community Services Account, Linden Library, Maintenance & Repairs	City & County Library Fund	5012-810-630012-100-120-40-50-000-000-	$ 15,600.00	$ 16,068.00	$ 16,550.04	$ 17,046.54	$ 17,557.94	**$ 82,822.52**

Revised: 05/13/2022

CITY OF STOCKTON CUSTODIAL SERVICES, PROJECT NO. OM-22-005

FINANCIAL BREAKDOWN BY ACCOUNT

BASELINE CONTRACT - JULY 1, 2022 THROUGH JUNE 30, 2027

ACCOUNT NAME	FUND NAME	ACCOUNT NUMBER	FY 2022-23 NOT TO EXCEED FEE	FY 2023-24* NOT TO EXCEED FEE	FY 2024-25* NOT TO EXCEED FEE	FY 2025-26* NOT TO EXCEED FEE	FY 2026-27* NOT TO EXCEED FEE	TOTAL
Community Services Account, Linden Library, Materials & Supplies	City & County Library Fund	5012-810-650001-100-120-40-50-000-000-	$ 1,000.00	$ 1,030.00	$ 1,060.90	$ 1,092.73	$ 1,125.51	**$ 5,309.14**
Community Services Account, Thornton Library, Maintenance & Repairs	City & County Library Fund	5012-814-630012-100-120-40-50-000-000-	$ 13,200.00	$ 13,596.00	$ 14,003.88	$ 14,424.00	$ 14,856.72	**$ 70,080.60**
Community Services Account, Thornton Library, Materials & Supplies	City & County Library Fund	5012-814-650001-100-120-40-50-000-000-	$ 2,100.00	$ 2,163.00	$ 2,227.89	$ 2,294.73	$ 2,363.57	**$ 11,149.19**
Community Services Account, Fair Oaks Library, Maintenance & Repairs	City & County Library Fund	5011-819-630012-210-000-40-50-000-000	$ 3,295.83	$ 3,394.70	$ 3,496.54	$ 3,601.44	$ 3,709.48	**$ 17,497.99**
Community Services Account, Fair Oaks Library, Materials & Supplies	City & County Library Fund	5011-819-650001-210-000-40-50-000-000-	$ 160.00	$ 164.80	$ 169.74	$ 174.83	$ 180.07	**$ 849.44**
Community Services Account, Cesar Chavez Library, Maintenance & Repairs	Measure M	5011-818-630012-100-120-40-50-000-000-	$ 24,661.00	$ 25,400.83	$ 26,162.85	$ 26,947.74	$ 27,756.17	**$ 130,928.59**
Community Services Account, Margaret Troke Library, Maintenance & Repairs	Measure M	5011-820-630012-210-000-40-50-000-000-	$ 4,854.00	$ 4,999.62	$ 5,149.61	$ 5,304.10	$ 5,463.22	**$ 25,770.55**
Community Services Account, Margaret Troke Library, Materials & Supplies	Measure M	5011-820-650001-100-120-40-50-000-000-	$ 499.20	$ 514.18	$ 529.61	$ 545.50	$ 561.87	**$ 2,650.36**
Community Services Account, Maya Angelou Library, Maintenance & Repairs	Measure M	5011-817-630012-210-000-40-50-000-000	$ 4,046.00	$ 4,167.38	$ 4,292.40	$ 4,421.17	$ 4,553.81	**$ 21,480.76**
Community Services Account, Maya Angelou Library, Materials & Supplies	Measure M	5011-817-650001-210-000-40-50-000-000-	$ 307.20	$ 316.42	$ 325.91	$ 335.69	$ 345.76	**$ 1,630.98**
Community Services Account, Arnold Rue, Maintenance & Repairs	Measure M	5021-900-630012-210-000-50-50-000-000	$ 7,280.00	$ 7,498.40	$ 7,723.35	$ 7,955.05	$ 8,193.70	**$ 38,650.50**
Community Services Account, Arnold Rue, Materials & Supplies	Measure M	5021-900-650001-210-000-50-50-000-000-	$ 672.00	$ 692.16	$ 712.92	$ 734.31	$ 756.34	**$ 3,567.73**
Community Services Account, McKinley Center, Maintenance & Repairs	Measure M	5024-000-630012-100-125-50-50-000-000-	$ 3,600.00	$ 3,708.00	$ 3,819.24	$ 3,933.82	$ 4,051.83	**$ 19,112.89**
Community Services Account, McKinley Center, Materials & Supplies	Measure M	5024-000-650001-100-125-50-50-000-000-	$ 500.00	$ 515.00	$ 530.45	$ 546.36	$ 562.75	**$ 2,654.56**
Community Services Account, Seifert Community Center, Maintenance & Repairs	Measure M	5021-901-630012-210-000-50-50-000-000-	$ 4,046.00	$ 4,167.38	$ 4,292.40	$ 4,421.17	$ 4,553.81	**$ 21,480.76**
Community Services Account, Seifert Community Center, Materials & Supplies	Measure M	5021-901-650001-210-000-50-50-000-000-	$ 864.00	$ 889.92	$ 916.62	$ 944.12	$ 972.44	**$ 4,587.10**
Community Services Account, Stribley Community Center, Maintenance & Repairs	Measure M	5021-902-630012-210-000-50-50-000-000-	$ 8,900.00	$ 9,167.00	$ 9,442.01	$ 9,725.27	$ 10,017.03	**$ 47,251.31**

Revised: 05/13/2022

CITY OF STOCKTON CUSTODIAL SERVICES, PROJECT NO. OM-22-005

FINANCIAL BREAKDOWN BY ACCOUNT

BASELINE CONTRACT - JULY 1, 2022 THROUGH JUNE 30, 2027

ACCOUNT NAME	FUND NAME	ACCOUNT NUMBER	FY 2022-23 NOT TO EXCEED FEE	FY 2023-24* NOT TO EXCEED FEE	FY 2024-25* NOT TO EXCEED FEE	FY 2025-26* NOT TO EXCEED FEE	FY 2026-27* NOT TO EXCEED FEE	TOTAL
Community Services Account, Stribley Community Center, Materials & Supplies	Measure M	5021-902-650001-210-000-50-50-000-000-	$ 729.60	$ 751.49	$ 774.03	$ 797.25	$ 821.17	**$ 3,873.54**
Community Services Account, Van Buskirk Community Center, Maintenance & Repairs	Measure M	5021-903-630012-210-000-50-50-000-000-	$ 5,662.00	$ 5,831.86	$ 6,006.82	$ 6,187.02	$ 6,372.63	**$ 30,060.33**
Community Services Account, Van Buskirk Community Center, Materials & Supplies	Measure M	5021-903-650001-210-000-50-50-000-000-	$ 326.40	$ 336.19	$ 346.28	$ 356.67	$ 367.37	**$ 1,732.91**
Fire Department, Maintenance & Repairs	General Fund	4020-000-650012-100-000-20-40-000-000-	$ 3,000.00	$ 3,090.00	$ 3,182.70	$ 3,278.19	$ 3,376.53	**$ 15,927.42**
Fire Department, Materials & Supplies	General Fund	4020-000-650001-100-000-20-40-000-000-	$ 2,000.00	$ 2,060.00	$ 2,121.80	$ 2,185.45	$ 2,251.01	**$ 10,618.26**
Contingencies - As-Needed, Additional Services or Materials & Supplies	TBD	TBD	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	**$ 150,000.00**
		TOTALS	**$ 971,284.00**	**$ 999,522.52**	**$ 1,028,608.19**	**$ 1,058,566.45**	**$ 1,089,423.43**	**$ 5,147,404.59**

** Includes an annual fee increase based on Consumer Price Index (CPI) for similar local services in accordance with the Bureau of Labor Statistics; not to exceed 3% in any year.*

ATTACHMENT B

Revised: 05/13/2022

CITY OF STOCKTON CUSTODIAL SERVICES, PROJECT NO. OM-22-005

FINANCIAL BREAKDOWN BY ACCOUNT

OPTIONAL CONTRACT EXTENSIONS - JULY 1, 2027 THROUGH JUNE 30, 2029

ACCOUNT NAME	FUND NAME	ACCOUNT NUMBER	FY 2027-28* NOT TO EXCEED FEE	FY 2028-29* NOT TO EXCEED FEE	TOTAL
Public Works Facilities Maint. Account, Janitorial, Maintenance & Repair	General Fund	4520-706-630013-100-000-30-45-000-000-	$ 682,849.73	$ 703,335.22	**$ 1,386,184.95**
Public Works Facilities Maint. Account, Janitorial, Materials & Supplies	General Fund	4520-706-650001-100-000-30-45-000-000	$ 81,985.72	$ 84,445.29	**$ 166,431.01**
MUD Account, MUD Admin – Water, Other Services	Utility Customer Service Fund	6511-502-630006-600-000-00-65-000-000-	$ 38,261.61	$ 39,409.46	**$ 77,671.07**
MUD Account, MUD Admin – Water, Materials & Supplies	Utility Customer Service Fund	6511-502-650001-600-000-00-65-000-000-	$ 6,260.08	$ 6,447.88	**$ 12,707.96**
MUD Account, MUD Admin – Wastewater, Other Services	Utility Customer Service Fund	6511-502-630006-610-000-00-65-000-000-	$ 80,349.37	$ 82,759.85	**$ 163,109.22**
MUD Account, MUD Admin – Wastewater, Materials & Supplies	Utility Customer Service Fund	6511-502-650001-610-000-00-65-000-000-	$ 13,146.18	$ 13,540.57	**$ 26,686.75**
MUD Account, MUD Admin – Stormwater, Other Services	Utility Customer Service Fund	6511-502-630006-620-000-00-65-000-000-	$ 8,927.70	$ 9,195.53	**$ 18,123.23**
MUD Account, MUD Admin – Stormwater, Materials & Supplies	Utility Customer Service Fund	6511-502-650001-620-000-00-65-000-000-	$ 1,460.67	$ 1,504.49	**$ 2,965.16**
MUD Account, Delta Water Treatment Plant, Other Services	Stockton Water District Fund	6513-511-630006-600-000-00-65-000-000-	$ 23,454.43	$ 24,158.06	**$ 47,612.49**
MUD Account, Delta Water Treatment Plant, Materials & Supplies	Stockton Water District Fund	6513-511-650001-600-000-00-65-000-000-	$ 2,898.18	$ 2,985.13	**$ 5,883.31**
MUD Account, Water Field Office, Other Services	Stockton Water District Fund	6514-000-630006-600-000-00-65-000-000	$ 12,918.95	$ 13,306.52	**$ 26,225.47**
MUD Account, Water Field Office, Materials & Supplies	Stockton Water District Fund	6514-000-650001-600-000-00-65-000-000	$ 2,434.48	$ 2,507.51	**$ 4,941.99**
Police Department Account, Animal Shelter, Maintenance & Repairs	General Fund	3513-303-630013-100-000-20-35-000-000-	$ 6,566.14	$ 6,763.12	**$ 13,329.26**
Police Department Account, Animal Shelter, Materials & Supplies	General Fund	3513-303-650001-100-000-20-35-000-000-	$ 4,637.10	$ 4,776.21	**$ 9,413.31**
Community Development Account, Permit Center, Maintenance & Repairs	Development Services Fund	5510-000-630013-220-221-10-55-000-000-	$ 23,454.43	$ 24,158.06	**$ 47,612.49**
Community Development Account, Permit Center, Materials & Supplies	Development Services Fund	5510-000-650001-220-221-10-55-000-000-	$ 4,057.46	$ 4,179.18	**$ 8,236.64**
Community Services Account, Linden Library, Maintenance & Repairs	City & County Library Fund	5012-810-630012-100-120-40-50-000-000-	$ 18,084.68	$ 18,627.22	**$ 36,711.90**

Revised: 05/13/2022

CITY OF STOCKTON CUSTODIAL SERVICES, PROJECT NO. OM-22-005

FINANCIAL BREAKDOWN BY ACCOUNT

OPTIONAL CONTRACT EXTENSIONS - JULY 1, 2027 THROUGH JUNE 30, 2029

ACCOUNT NAME	FUND NAME	ACCOUNT NUMBER	FY 2027-28* NOT TO EXCEED FEE	FY 2028-29* NOT TO EXCEED FEE	TOTAL
Community Services Account, Linden Library, Materials & Supplies	City & County Library Fund	5012-810-650001-100-120-40-50-000-000-	$ 1,159.28	$ 1,194.06	**$ 2,353.34**
Community Services Account, Thornton Library, Maintenance & Repairs	City & County Library Fund	5012-814-630012-100-120-40-50-000-000-	$ 15,302.42	$ 15,761.49	**$ 31,063.91**
Community Services Account, Thornton Library, Materials & Supplies	City & County Library Fund	5012-814-650001-100-120-40-50-000-000-	$ 2,434.48	$ 2,507.51	**$ 4,941.99**
Community Services Account, Fair Oaks Library, Maintenance & Repairs	City & County Library Fund	5011-819-630012-210-000-40-50-000-000	$ 3,820.76	$ 3,935.38	**$ 7,756.14**
Community Services Account, Fair Oaks Library, Materials & Supplies	City & County Library Fund	5011-819-650001-210-000-40-50-000-000-	$ 185.47	$ 191.03	**$ 376.50**
Community Services Account, Cesar Chavez Library, Maintenance & Repairs	Measure M	5011-818-630012-100-120-40-50-000-000-	$ 1,738.91	$ 1,791.08	**$ 3,529.99**
Community Services Account, Margaret Troke Library, Maintenance & Repairs	Measure M	5011-820-630012-210-000-40-50-000-000-	$ 5,627.12	$ 5,795.93	**$ 11,423.05**
Community Services Account, Margaret Troke Library, Materials & Supplies	Measure M	5011-820-650001-100-120-40-50-000-000-	$ 578.73	$ 596.09	**$ 1,174.82**
Community Services Account, Maya Angelou Library, Maintenance & Repairs	Measure M	5011-817-630012-210-000-40-50-000-000	$ 4,690.42	$ 4,831.13	**$ 9,521.55**
Community Services Account, Maya Angelou Library, Materials & Supplies	Measure M	5011-817-650001-210-000-40-50-000-000-	$ 356.13	$ 366.81	**$ 722.94**
Community Services Account, Arnold Rue, Maintenance & Repairs	Measure M	5021-900-630012-210-000-50-50-000-000	$ 8,439.51	$ 8,692.70	**$ 17,132.21**
Community Services Account, Arnold Rue, Materials & Supplies	Measure M	5021-900-650001-210-000-50-50-000-000-	$ 779.03	$ 802.40	**$ 1,581.43**
Community Services Account, McKinley Center, Maintenance & Repairs	Measure M	5024-000-630012-100-125-50-50-000-000-	$ 4,173.38	$ 4,298.58	**$ 8,471.96**
Community Services Account, McKinley Center, Materials & Supplies	Measure M	5024-000-650001-100-125-50-50-000-000-	$ 579.63	$ 597.02	**$ 1,176.65**
Community Services Account, Seifert Community Center, Maintenance & Repairs	Measure M	5021-901-630012-210-000-50-50-000-000-	$ 4,690.42	$ 4,831.13	**$ 9,521.55**
Community Services Account, Seifert Community Center, Materials & Supplies	Measure M	5021-901-650001-210-000-50-50-000-000-	$ 1,001.61	$ 1,031.66	**$ 2,033.27**
Community Services Account, Stribley Community Center, Maintenance & Repairs	Measure M	5021-902-630012-210-000-50-50-000-000-	$ 10,317.54	$ 10,627.07	**$ 20,944.61**

Revised: 05/13/2022

CITY OF STOCKTON CUSTODIAL SERVICES, PROJECT NO. OM-22-005

FINANCIAL BREAKDOWN BY ACCOUNT

OPTIONAL CONTRACT EXTENSIONS - JULY 1, 2027 THROUGH JUNE 30, 2029

ACCOUNT NAME	FUND NAME	ACCOUNT NUMBER	FY 2027-28* NOT TO EXCEED FEE	FY 2028-29* NOT TO EXCEED FEE	TOTAL
Community Services Account, Stribley Community Center, Materials & Supplies	Measure M	5021-902-650001-210-000-50-50-000-000-	$ 845.81	$ 871.18	**$ 1,716.99**
Community Services Account, Van Buskirk Community Center, Maintenance & Repairs	Measure M	5021-903-630012-210-000-50-50-000-000-	$ 6,563.81	$ 6,760.72	**$ 13,324.53**
Community Services Account, Van Buskirk Community Center, Materials & Supplies	Measure M	5021-903-650001-210-000-50-50-000-000-	$ 378.39	$ 389.74	**$ 768.13**
Fire Department, Maintenance & Repairs	General Fund	4020-000-650012-100-000-20-40-000-000-	$ 3,477.83	$ 3,582.16	**$ 7,059.99**
Fire Department, Materials & Supplies	General Fund	4020-000-650001-100-000-20-40-000-000-	$ 2,318.54	$ 2,388.10	**$ 4,706.64**
Contingencies - As-Needed, Additional Services or Materials & Supplies	TBD	TBD	$ 30,000.00	$ 30,000.00	**$ 60,000.00**
		TOTALS	**$ 1,121,206.13**	**$ 1,153,942.27**	**$ 2,275,148.40**

** Includes an annual fee increase based on Consumer Price Index (CPI) for similar local services in accordance with the Bureau of Labor Statistics; not to exceed 3% in any year.*

ATTACHMENT C

Revised: 05/13/2022

File #: 22-0404, **Version:** 1

ADOPT RESOLUTION TO AUTHORIZE THE CRACK SEALING VARIOUS STREETS PROJECT

RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Approve Notice of Exemption No. NOE3-22 under the California Environmental Quality Act for the Crack Sealing Various Streets, Project No. WT22003.

2. Approve the plans and specifications for the Crack Sealing Various Streets, Project No. WT22003.

3. Award a Construction Contract in the amount of $224,800 to Pavement Coatings Co. of Sacramento, CA, for the Crack Sealing Various Streets, Project No. WT22003.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Summary

The Crack Sealing Various Streets project will apply crack seal to approximately 23 centerline miles of residential and collector roadways in various streets citywide (Attachment A - Vicinity Map). Crack sealing involves the placement of adhesive material into pavement cracks to prevent water intrusion. Cracks occur on the pavement due to traffic load and thermal stress, and water intrusion then weakens the pavement base structure leading to potholes and pavement failure. Crack sealant slows the deterioration process of cracks and extends the life of the roadway from 2-5 years on average.

The Crack Sealing Various Streets project is part of the Local Street Resurfacing Program FY 2021-22 SB1, which was included in the 2021-26 Five-Year Capital Improvement Plan (CIP).

On March 3, 2022, the City received five bids for the project. Staff recommends award of the Construction Contract to the lowest responsive bidder, Pavement Coatings Co., in the amount of $224,800.

Staff also recommends that Council adopt a resolution approving Notice of Exemption No. NOE3-22 under the California Environmental Quality Act (CEQA) and approving the plans and specifications for the project. Construction is anticipated to be completed by summer 2022, weather permitting.

DISCUSSION

Background

On April 28, 2017, the Governor signed Senate Bill 1 (SB1), known as the Road Repair and Accountability Act of 2017. SB1 funding provides for basic road maintenance, rehabilitation, and critical safety needs on both the State highway and local streets and road systems. The California Transportation Commission (CTC) is responsible for oversight of funding and/or programs created with the approval of SB1.

SB1 provides funding for the Road Maintenance and Rehabilitation Account (RMRA) Program. Other programs include the Local Partnership Program, the Active Transportation Program, State Highway Operation and Protection Program, and Local Streets and Roads Program. The RMRA funding is part of the City's overall Gas Tax allocation; however, RMRA funds can only be expended on projects that meet eligibility criteria and have been approved by the CTC. RMRA funds are accounted for and reported separately from regular Gas Tax funds.

An estimated $6.2 million in SB1 RMRA Program funding was allocated to the City for FY 2021-22 and approved by Council on May 11, 2021, by Resolution No. 2021-05-11-1208. The project list was subsequently approved by the CTC.

The Crack Sealing Various Streets project will apply crack seal to approximately 23 centerline miles of residential and collector roadways in various streets Citywide (Attachment A - Vicinity Map). Crack sealing is a pavement preventative maintenance treatment that prevents water intrusion into the pavement base structure. Cracks occur on the pavement due to traffic load and thermal stress, and water intrusion then weakens the pavement base structure leading to potholes and pavement failure. The process includes clearing cracks of vegetation and debris, then applying sealant that is leveled to match the adjacent pavement surface. Crack sealant slows the deterioration process of cracks and extends the life of the roadway from 2-5 years on average. This treatment also serves as preparatory work for future pavement resurfacing.

The list of roads for this project was developed from the City of Stockton Pavement Management System. Roadways with a Pavement Condition Index (PCI) ranging between 65 and 80 are suitable for this treatment. The Crack Sealing Various Streets, Project No. WT22003, is part of the Local Street Resurfacing Program FY 2021-22 SB1 project, which was included in the 2021-26 Five-Year CIP.

On July 26, 2016, Council adopted a Community Workforce and Training Agreement (CWTA). The CWTA became effective August 25, 2016, and applies to all Public Works projects over $1 million that are bid after that date. On July 16, 2019, by Motion No. 2019-07-16-1403, Council extended the CWTA term to August 25, 2024. The CWTA was not applied to this project because the engineer's estimate was less than $1 million.

Present Situation

On February 7, 2022, the Crack Sealing Various Streets project was advertised for bids. On March 3, 2022, five bids were received with the following results:

COMPANY NAME	BID AMOUNT
Pavement Coatings Co. (Sacramento, CA)	$224,800
Roy Allen Slurry Seal, Inc. (Santa Fe Springs, CA)	$245,800
Graham Contractor's, Inc. (San Jose, CA)	$248,900
Global Road Sealing, Inc. (Garden Grove, CA)	$279,000
Pavement Rehab Co., Inc. (Costa Mesa, CA)	$373,000
Engineer's Estimate	$295,000

The requirements of the Stockton Municipal Code (SMC) section 3.68.090, Local Business Preference, apply to this project. Application of the Local Business Preference has no effect on the bid order. The Local Employment Ordinance, SMC section 3.68.095, also applies to this contract.

The bid from Pavement Coatings Co., the lowest responsive bidder, is regular in all respects. Pavement Coatings Co. has the proper license to perform the work. Staff recommends Council approve the plans and specifications for the project and award a Construction Contract to Pavement Coatings Co. in the amount of $224,800.

The project is in conformance with the City's General Plan, pursuant to California Government Code Section 65402, and is categorically exempt from the requirement of CEQA as specified under Section 15301(c) of the CEQA guidelines. As a result, the project has been granted a Categorical Exemption. The activities related to this project constitute a discretionary project under the City's jurisdiction and qualifies as a project that does not have a significant effect on the environment. This resolution will approve the filing of Notice of Exemption No. NOE3-22 under CEQA. Construction is anticipated to be completed by summer 2022, weather permitting.

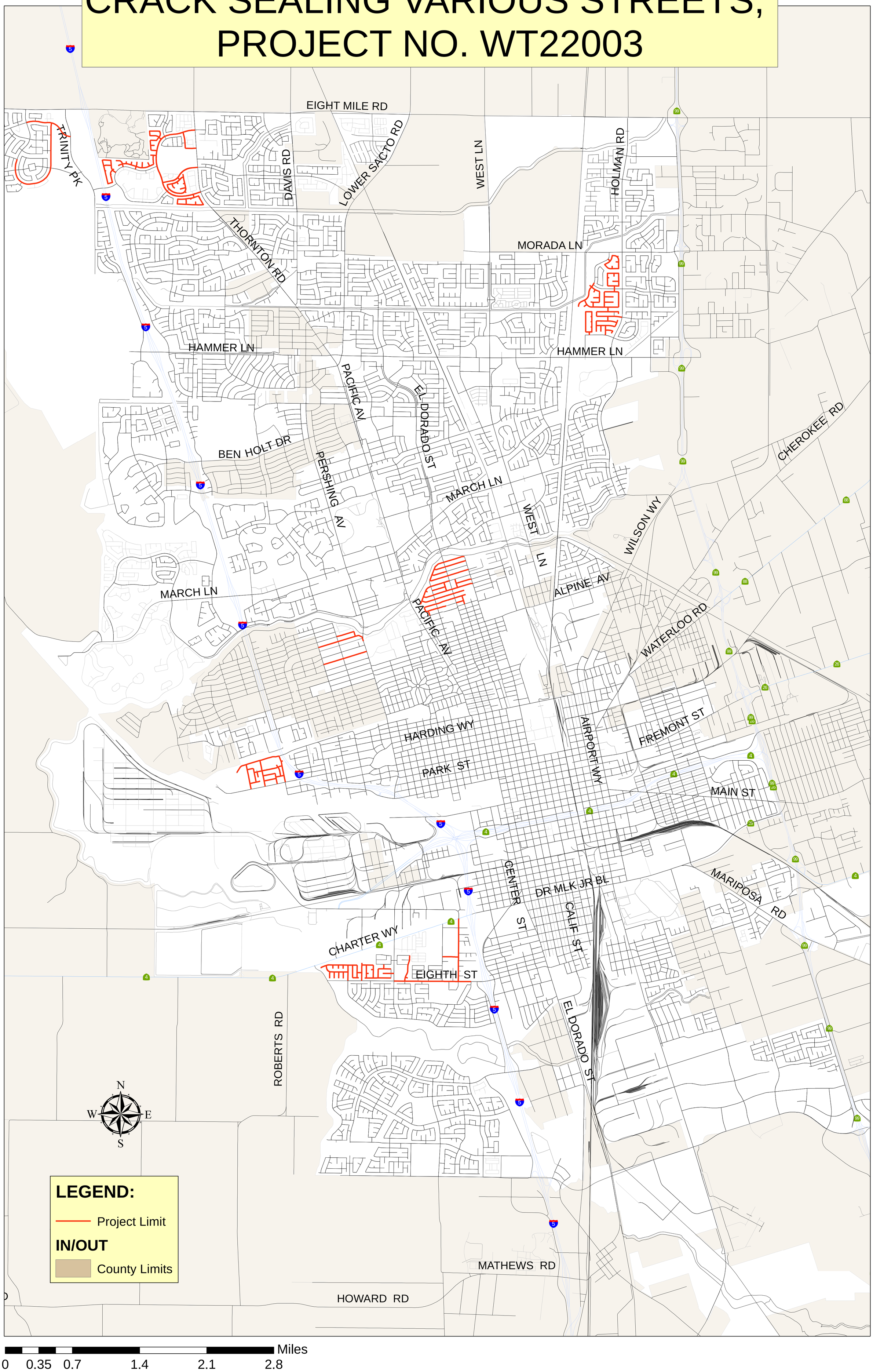
FINANCIAL SUMMARY

There are sufficient funds available in the Local Street Resurfacing Program FY 2021-22 SB1, Project No. WT22003, Account No. 4570-715-800007-240-241-30-45-000-000, to award a Construction Contract to Pavement Coatings Co. in the amount of $224,800 for the Crack Sealing Various Streets, Project No. WT22003.

There is no impact to the City's General Fund or any other unrestricted fund as a result of taking the recommended actions.

Attachment A - Vicinity Map

CRACK SEALING VARIOUS STREETS, PROJECT NO. WT22003



Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING THE NOTICE OF EXEMPTION NO. NOE3-22, APPROVING THE PLANS AND SPECIFICATIONS, AND AWARDING A CONSTRUCTION CONTRACT FOR THE CRACK SEALING VARIOUS STREETS, PROJECT NO. WT22003

On March 3, 2022, the City Clerk of the City of Stockton opened, examined, and publicly declared the sealed proposals or bids offered for the Crack Sealing Various Streets, Project No. WT22003; and

The project will apply crack seal to approximately 23 centerline miles of residential and collector roadways in various streets citywide; and

Pavement Coatings Co. is the lowest responsive bidder in the amount of $224,800; and

The project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) as specified under section 15301(c) of the CEQA Guidelines, because this is a discretionary project under the City's jurisdiction and qualifies as a project which has been determined to not have a significant effect on the environment; now, therefore,

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

1. The City Council approves the filing of Notice of Exemption No. NOE3-22 under the CEQA for the Crack Sealing Various Streets, Project No. WT22003, a copy of which is attached as Exhibit 1 and incorporated by this reference.

2. The City Council approves the plans and specifications for the Crack Sealing Various Streets, Project No. WT22003.

3. The City Council awards a Construction Contract between the City of Stockton and Pavement Coatings Co. in the amount of $224,800, and the City Manager is authorized and directed to execute same, a copy of which is attached as Exhibit 2 and incorporated by this reference.

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4. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 14, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

CITY OF STOCKTON
NOTICE OF EXEMPTION

TO: COUNTY CLERK
COUNTY OF SAN JOAQUIN
44 N. San Joaquin St., Ste. 260
Stockton, CA 95202

FROM: Lead Agency
City of Stockton
c/o Public Works Department
22 East Weber Avenue, Suite 301
Stockton, CA 95202

NOTICE OF EXEMPTION PURSUANT TO PUBLIC RESOURCES CODE SECTION 21152(B) AND CALIFORNIA CODE OF REGULATIONS TITLE 14, SECTION 15062

PROJECT DATA

Project Title: CRACK SEALING VARIOUS STREETS, PROJECT NO. WT22003
CEQA Exemption File No.: NOE 3-22
Applicant: City of Stockton Public Works Department
Project Description/Location: The City of Stockton's Public Works Department will be performing repairs via crack seal through various locations Citywide. See attachment A for specific locations. The contractor will provide traffic control and a water pollution control plan.

DETERMINATION/FINDING OF EXEMPTION

The above-described activity/project is exempt from the environmental assessment requirements of the California Environmental Quality Act (CEQA) pursuant to the following section(s) of the State CEQA Guidelines (California Code of Regulations, Title 14):

____ The activity is not a "project" as defined in CEQA Guidelines Section 15378.
____ The activity is exempt under the "general rule" at CEQA Guidelines Section15061(B)(3).
____ The project is "Statutorily Exempt" per CEQA Guidelines Section: _____
__X__ The project is "Categorically Exempt" per CEQA Guidelines Section 15301(c).

BASIS FOR FINDING OF EXEMPTION

____ The activity does not qualify as a project and/or clearly could not have a significant effect on the environment and, therefore, CEQA does not apply.
__X__ The activity constitutes a discretionary project under the City's jurisdiction and qualifies as a project which has been determined not to have a significant effect on the environment and, therefore, is exempt from the provisions of CEQA under the above-noted statutory or categorical exemption(s).

JODI ALMASSY, DIRECTOR
PUBLIC WORKS DEPARTMENT

March 2, 2022
(DATE OF PREPARATION)

By _____
Thinh Phan, Project Manager

_____
(DATE OF FINAL APPROVAL)

AFFIDAVIT OF FILING AND POSTING

I declare that on the date stamped above, I received and posted this notice or included it on a list of such notices which was posted as required by California Public Resources Code Section 21152(B). Said notice or list of notices will remain posted for 35 days from the filing date.

_____ _____
Signature Title

_____
Posting Period Ending Date

CONSTRUCTION CONTRACT

This contract is made and entered into on _____, by and between **PAVEMENT COATINGS CO.**, a **STATE OF CALIFORNIA corporation with** a business address at **2150 BELL AVENUE, SUITE 125, SACRAMENTO, CA 95838**, hereinafter called "CONTRACTOR," and CITY OF STOCKTON, a municipal corporation, hereinafter called "CITY."

W I T N E S S E T H:

WHEREAS, plans and specifications for the construction of **CRACK SEALING VARIOUS STREETS (PROJECT NO. WT22003)**, hereinafter called "PROJECT," were regularly adopted by **Council Resolution No. _____**, on _____; and

WHEREAS, the contract for said work was regularly awarded to CONTRACTOR, by **Council Resolution No. _____,** on _____.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, the parties hereto expressly agree as follows:

CONTRACTOR agrees:

1. SCOPE OF SERVICES. To do the work and furnish all the labor, materials, tools, equipment, and insurance required for the construction of PROJECT in accordance with the plans and specifications adopted on _____, by **Council Resolution No. _____**. The "contract documents," which include the bid documents, project plans, specifications, all letters of clarification, and the City of Stockton Standard Specifications and Plans, are incorporated into and made a part of this contract by this reference to the same extent as if fully set forth.

2. COMPENSATION. To do and perform the work contemplated hereby in a good and workmanlike manner and to furnish all labor, materials, tools, and equipment necessary therefore at the prices specified in **Exhibit A**, attached hereto and by reference made a part hereof, under the direction of and to the complete satisfaction of the Director of Public Works of the City of Stockton. Total compensation for services and reimbursement for costs shall not exceed **$224,800.00**, or as otherwise mutually agreed to in a Contract Change Order.

3. INSURANCE. CONTRACTOR shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this contract, the policies of insurance specified in **Exhibit B**, which is attached to this contract and incorporated by this reference, and as provided in the "contract documents" including Section 7-1.06 of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Resolution No. 2016-09-27, effective September 27, 2016.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured.

Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

The Additional Insured coverage under the CONTRACTOR's policy shall be "primary and non-contributory" and will not seek contribution from the City of Stockton's insurance or self-insurance and shall be at least as broad as ISO CG 20 01 04 13.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Stockton (if agreed to in a written contract or agreement) before the City of Stockton's own insurance or self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the CITY's Risk Management for approval and shall not reduce the limits of liability. Payment Bond in the amount of self-insured retention (SIR) may be required.

Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the CITY.

The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements.

Failure to exercise this right shall not constitute a waiver of right to exercise later.

CONTRACTOR shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by contractor.

CONTRACTOR agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by CONTRACTOR agree to be bound to CONTRACTOR and the CITY in the same manner and to the same extent as CONTRACTOR is bound to the CITY under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the CITY Contract Document Indemnity

and Insurance provisions will be furnished to the Subcontractor upon request. The General CONTRACTOR shall require all sub-contractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and contractor will provide proof of compliance to the City.

4. INDEMNITY AND HOLD HARMLESS. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, protect, defend with counsel approved by City and at Contractor's sole cost and expense, and hold harmless City, its Mayor, Council, officials, representatives, agents, employees, and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, State, or municipal law or ordinance, or City Policy, by Contractor or Contractor's officers, agents, employees, volunteers or subcontractors. Contractor shall not be obligated to indemnify or defend City for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the City. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of Contractor to City, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by Contractor under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With exception that this section shall in no event be construed to require indemnification, including the duty to defend, by Contractor to a greater extent than permitted under the public policy of the State of California, the parties agree that Contractor's duty to defend City is immediate and arises upon the filing of any claim against the City for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by Contractor or Contractor's officers, agents, employees, volunteers or subcontractors. Contractor's duties and obligations to defend the City shall apply regardless of whether or not the issue of the City's liability, breach of this Agreement, or other obligation or fault has been determined. Contractor shall be immediately obligated to pay for City's defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert consultant and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the City, City will then reimburse Contractor for amounts paid in excess of Contractor's proportionate share of responsibility for the damages within 30 days after Contractor provides City with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the

parties that this reimbursement provision assures Contractor is not obligated to defend or indemnify City in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, Contractor shall indemnify, defend, and hold harmless City, its Mayor, Council, officials, representatives, agents, employees, and volunteers from and against all claims, losses, expenses, and costs including, but not limited to, attorneys' fees, arising out of any claim brought against the City by an employee, office, agent, or volunteer of Contractor, regardless of whether such claim may be covered by any applicable workers compensation insurance. Contractor's indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts.

The City's acceptance of the insurance certificates required under this Agreement does not relieve the CONTRACTOR from its obligation under this paragraph. The indemnification obligations of this section shall survive the termination of this agreement. Any exceptions to this language may result in a proposal being deemed non-responsive. CONTRACTOR/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. If any section, subsection, sentence, clause, or phrase of this indemnification is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this indemnification.

5. STANDARD PLANS AND SPECIFICATIONS. The performance of said work and the furnishing of said materials shall be executed in accordance with Section 8-1.04B of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Resolution No. 2016-09-27-1213, effective September 27, 2016, and the provisions of the issued project specifications.

The Director of Public Works will furnish CONTRACTOR a weekly statement showing the number of days charged to the contract for the preceding week, the number of days specified for completion of the contract, and the number of days remaining to complete the contract. CONTRACTOR will be allowed one (1) week in which to file a written protest setting forth in what respects said weekly statement is incorrect, otherwise the statement shall be deemed to have been accepted by CONTRACTOR as correct.

6. WORKING DAYS. This work shall be diligently prosecuted to completion before the expiration of 30 WORKING DAYS beginning on the tenth calendar day after the date shown on the Notice to Proceed. It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements, is not finished or completed within the number of days as set forth, damage will be sustained by the CITY, and that it is and will be impracticable and extremely difficult to ascertain the actual damage which CITY will sustain in the event of and by reason of such delay; and it is therefore agreed that CONTRACTOR will pay to CITY the sum of ONE THOUSAND FIVE HUNDRED DOLLARS AND NO/100 DOLLARS ($1,500) per day for each and every calendar days delay in finishing the work in excess of the number of days prescribed; and CONTRACTOR agrees to pay said liquidated damages as herein provided, and in case the same are not paid, agrees that CITY, may deduct the amount thereof from any monies due or that may become due CONTRACTOR under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of days as specified, the CITY shall have the right to increase the number of days or not, as may seem best to serve the interest of CITY, and if the CITY decides to increase the said number of days, the CITY shall further have the right to charge to CONTRACTOR, CONTRACTOR's heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as may be deemed proper, the liquidated damages as specified or the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, whichever is greater, except the cost of final surveys and preparation of final estimate shall not be included in such charges.

A working day shall not include, nor shall CONTRACTOR be assessed with liquidated damages nor the additional cost of engineering and inspection during any delay beyond the time named for the completion of the work caused by acts of God or of the public enemy, acts of CITY, fire, floods, epidemics, quarantine restrictions, strikes, and freight embargoes and subject to approval by the Director of Public Works, inability to get materials ordered by CONTRACTOR or subcontractor due to such causes provided that CONTRACTOR shall notify the Director of Public Works in writing of the causes of delay within five (5) working days from the beginning of any such delay, and the Director shall ascertain the facts and the extent of the delay, and Director's findings of the facts thereon shall be final and conclusive.

If CONTRACTOR is delayed by reason of alterations made in these specifications, or by any act of the Director of Public Works or of the CITY, not contemplated by the contract, the time of completion shall be extended proportionately, and CONTRACTOR shall be relieved during the period of such extension of any claim for liquidated damages, engineering or inspection charges or other penalties. CONTRACTOR shall have no claim for any other compensation for any such delay.

7. CONFORMANCE TO APPLICABLE LAWS. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Contract on the basis of any legally protected classification, including race, color, national origin, ancestry, sex, or religion of such person.

a. TITLE VI

Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d) http://www.dol.gov/oasam/regs/statutes/titlevi.htm.

The City of Stockton requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

b. DISCRIMINATION AND HARASSMENT POLICY

The City of Stockton has a Discrimination and Harassment Policy **Exhibit C**. The purpose of this policy is to reaffirm the CITY's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

c. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

The bidder shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement. https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2.

d. PREVAILING WAGE

CONTRACTOR and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing wage and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs

authorized by Section 3093 and similar purposes applicable to the work to be done. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each subcontractor's responsibility to ensure that the prevailing wage rates of concern is current and paid to the employee.

i. The CONTRACTOR performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at http://www.dir.ca.gov/OPRL/pwd/Determinations/Northern/Northern.pdf. The CONTRACTOR shall be responsible for posting said wage rates at a prominent location at the worksite and shall maintain the same in a good readable condition for the duration of the work.

ii. Should the CONTRACTOR choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the CONTRACTOR shall reimburse the CITY the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the CITY, reimbursement will not be required. To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California. To forfeit as a penalty to CITY the sum of TWENTY-FIVE AND NO/100 DOLLARS ($25.00) for each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under CONTRACTOR, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California. That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.

iii. The CONTRACTOR to whom the contract is awarded shall insure that the prime and each subcontractor will in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention Contract Compliance Officer. It shall be the CONTRACTOR'S responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.

iv. The CONTRACTOR shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administer and conduct apprenticeship programs, if applicable to the job.

e. LOCAL EMPLOYMENT ORDINANCE

Pursuant to Stockton Municipal Code Section 3.68.095 the CONTRACTOR and all subcontractors shall make a good faith effort to employ at least 50 percent of the workforce on this project from local residents, as measured by total labor work hours. Failure of any CONTRACTOR or subcontractor to comply with these requirements shall be deemed a material breach of the contract or subcontract. CONTRACTORS and subcontractors shall maintain records necessary for monitoring their compliance with section 3.68.095.

CITY agrees:

8. COMPENSATION. To pay CONTRACTOR for the work herein contemplated in the following manner: Progress payments will be made on or about the first day of each calendar month, in such sum as shall make the aggregate of payment up to such day equal to ninety-five percent (95%) of the proportional contract price, upon the basis of the progress certificate of the Director of Public Works as to the amount of work done and the proportional amount of the contract price represented, therefore; and all of the remaining part of the contract price not as aforesaid paid, shall be paid at the expiration of thirty-five (35) days from the completion of said work of construction and the certification by the Director of Public Works of such completion.

9. SECURITIES. Pursuant to Section 22300 of the Public Contract Code, CONTRACTOR will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the CITY to ensure performance under the contract. Said securities will be deposited either with the CITY or with a State or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit. CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

10. CHANGE ORDERS. CITY reserves the right to make such alterations, deviations, additions to, or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated.

Any such changes will be set forth in a contract change order which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the City Manager and/or the City Council.

Processing of change orders shall be in accordance with Section 4-1.05A of the City of Stockton Standard Specifications and Plans as adopted by Council on September 27, 2016, by Resolution No. 2016-09-27-1213, effective September 27, 2016, or as otherwise amended by Council. When the compensation for an item of work is subject to adjustment under the provisions of Standard Specifications and Plans, Section 4-1.05A, CONTRACTOR shall, upon request, promptly furnish the Engineer with adequate detailed cost data for such item of work.

11. AUDITS. CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under the contract. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under the contract.

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12. **WAIVER.** It is expressly understood and agreed by and between the parties hereto that a waiver of any of the conditions of this contract shall not be considered a waiver of any of the other conditions thereof.

It is further understood and agreed by and between the parties hereto that time is of the essence of this contract in all respects.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

ATTEST:
ELIZA R. GARZA
CITY CLERK

By:_____

APPROVED AS TO FORM & CONTENT:
LORI M. ASUNCION
OFFICE OF THE CITY ATTORNEY

By: _____
DEPUTY CITY ATTORNEY

CITY:

By:_____
HARRY BLACK
CITY MANAGER

By:_____
PAVEMENT COATINGS CO./
Doug Ford, President

95-2916670
Tax Identification No.

CITY OF STOCKTON

PUBLIC WORKS DEPARTMENT

BID FORMS
FOR

CRACK SEALING VARIOUS STREETS

PROJECT NO. WT22003B

DO NOT DETACH ANY OF THIS MATERIAL
THIS CONSTITUTES YOUR BID PROPOSAL

SUBMIT ONE ORIGINAL OF THIS BID PROPOSAL

Job Walk: N/A

BID OPENING: March 3, 2pm, City Hall, Clerk's Office

BIDDER'S NAME: Pavement Coatings Co.

CRACK SEALING VARIOUS STREETS
BIDDER'S CHECKLIST/AGREEMENT
CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
(Checklist Not Required to be Submitted)

Did you complete and/or properly sign:

X You have carefully examined the specifications and all other provisions of this form and understand the meaning, intent, and requirements of same.

X Review and sign all Letters of Clarification on the City web site at www.stocktonca.gov/pwbid prior to submitting your bid. Submit signed letters with bid.

X List of Subcontractors (Bid Forms)

X Non-Collusion Declaration form (Bid Forms)

X Department of Industrial Relations Labor Compliance Self-Certification (Bid Forms)

X Title VI Violation Self-Certification (Bid Forms)

X Registered with the Department of Industrial Relations (California Labor Code Section 1725.5)

X Submit proof of registration (registration number, contractor name, license type/number) from Department of Industrial Relations for all Contractors/Subcontractors (regardless of tier). Proof of registration is due with bid submittal. Subcontractor proof of registration is due no later than four business days after bid opening. Bids will not be accepted from unregistered contractors.

X Local Employment Ordinance form (Bid Forms)

X Local Business Preference Ordinance form (Bid Forms)

X Advise all subcontractors of prevailing wage rate, apprenticeship, Title VI, DIR, and all other contract compliance requirements

X Include your 10% bidder's security (bidder's bond, certified or cashier's check)

X Review and understand all Questions/Answers/Clarifications on the City web site at www.stocktonca.gov/pwbid prior to submitting your bid

X Submit company name and contact information to Miguel Mendoza at Miguel.Mendoza@stocktonca.gov

_____ Attend Job Walk, if mandatory: N/A

X Submit one (1) Original of all bid documents

X Deliver the sealed bid proposal to City Hall, City Clerk's Office (1st floor), 425 N. El Dorado Street, Stockton, CA 95202 not later than **Thursday, March 3, 2pm.** Sealed bid shall be marked "BID" and indicate project name, number, and bid opening date. Due to the novel COVID-19, there are changes to the City's bid submission process. **Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the bid arriving in the City Clerk's Office after the bid opening deadline and therefore not being accepted. During these times of local health concerns, bid openings are closed to the public. Bidders and the public are invited to view the live stream of the bid opening at http://www.stocktonca.gov/government/oMeetings/councilMeetings.html**

BID FOR PUBLIC WORK

CITY OF STOCKTON

Stockton, CA March 3, 2022

TO THE HONORABLE CITY COUNCIL OF THE CITY OF STOCKTON:

Pursuant to your Notice Inviting Sealed Bids, I, we, or either of us:

Corporation
(State whether individual, firm, corporation, association, or co-partnership)

hereby offer (and hereby promise and agree in case this bid is accepted) to furnish all labor, material, equipment and supplies necessary to complete the work mentioned in said Notice Inviting Sealed Bids in strict accordance with the plans and specifications for said work to be done and labor, materials, and equipment and supplies to be furnished, which plans and specifications are on file in the office of the City Clerk of the City of Stockton and made part hereof by reference, the same as if herein fully set out, at the following rates and prices, to-wit:

CRACK SEALING VARIOUS STREETS
PROJECT NO. WT22003B

BIDDING SCHEDULE

Each bidder shall bid each item, including all alternate bid(s). Failure to bid an item shall be just cause for considering the bid as non-responsive. Line item costs should include all Contractor's overhead and profit and indirect costs. Bids not presented on City forms shall be cause for considering the bid as non-responsive.

Item	Description	Unit	Quantity	Unit price	Total Price
1	Mobilization	LS	1	$7,100.00	$7,100.00
2	Traffic Control	LS	1	$9,000.00	$9,000.00
3	Water Pollution Control	LS	1	$1,500.00	$1,500.00
4	Crack Sealing	SY	560,000	$0.37	$207,200.00

TOTAL BID $224,800.00

BIDDER'S NAME Pavement Coatings Co.

BIDDER CERTIFICATION

The undersigned agrees that if this bid is accepted, he/she will contract with the City of Stockton in the form of contract attached hereto to perform all of the work in accordance with the contract and the drawings, specifications, and other documents incorporated therein; that he/she will take in full payment therefor, and for all other obligations assumed under the contract, the prices set forth in the following bid schedule except as otherwise provided in the specifications; and that he/she will execute such contract and furnish the required contract bonds in the manner and within the time provided in the bidding requirements and conditions. The undersigned further agrees that he/she has carefully examined the site of the work and the bid documents and any addenda thereto, and is fully informed of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work; that the only parties interested in this bid as principals are those named herein and that this bid is made without collusion with any other party; and that this bid is submitted in all respects in accordance with the bidding requirements and conditions and all other requirements of the bid documents.

A BID GUARANTY ACCOMPANIES THIS BID IN THE FORM OF: *(Check <u>one</u> of the following)*

- ☐ Cash, or
- ☐ Cashier's check, or
- ☐ Certified check payable to City of Stockton, or
- ☒ Bidder's bond in favor of the City.

For any amount not less than ten percent (10%) of the aggregate of the bid.

ALSO ACCOMPANYING THIS BID ARE THE FOLLOWING ATTACHMENTS, PROPERLY EXECUTED AND SIGNED:

1. List of Subcontractors
2. Non-Collusion Declaration
3. DIR Self-Certification
4. Title VI Self-Certification
5. Local Employment Ordinance Acknowledgement
6. Local Business Preference Acknowledgement

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS

Pavement Coatings Co.	(916) 642-1751		95-2916670
Name of Firm	Phone		Tax I.D. No.
2150 Bell Ave., Suite 125	Sacramento	CA	95838
Address	City	State	Zip
303609 A, C32			09/30/2022
Contractor Lic. No. & Classification			Expiration Date

<u>NOTE</u> - State law requires bidders on <u>public agency contracts</u> to include on their bid: (1) their State contractors license number, (2) the license expiration date, and (3) a statement that the representations made therein are made under penalty of perjury. The law further states that "Any bid not containing this information, or bid containing information which is substantially proven false shall be considered non-responsive and shall be rejected by the public agency."

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY

	BIDDER SIGN ⇐ HERE	Vice President
Signature Tim Schmid		Title

LIST OF SUBCONTRACTORS

GENERAL CONTRACTOR: Pavement Coatings Co.

PROJECT: Crack Sealing Various Streets, Project No. WT22003B

PLEASE LIST BELOW ALL SUBCONTRACTORS CONTRIBUTING TO THIS WORK

Each bidder shall give the name, business address, license number, description of the work, and the dollar amount to be PAID the subcontractor, for each subcontractor that will be used on the project, if the Bidder is awarded the contract. Only subcontractors with work in excess of one-half of one percent (0.5%) or $10,000 (whichever is greater) of the Bidder's total bid need to be listed. All work in excess of one-half of one percent (0.5%) or $10,000 (whichever is greater) of the Bidder's total bid, for which a subcontractor is not listed on this form, shall be performed by the Bidder's own organization. Additional numbered pages listing proposed subcontractors may be attached to this page. Each page shall be headed "Proposed Subcontractors" and shall be signed by the Bidder.

PRINT LEGIBLY OR TYPE

BUSINESS NAME/ADDRESS	LICENSE NUMBER & LICENSE CLASSIFICATION	DEPT. OF INDUSTRIAL RELATIONS REGISTRATION NUMBER	TYPE OF WORK	AMOUNT
NONE				

BIDDER SIGN HERE ⇐

(SIGNATURE OF BIDDER)

Tim Schmid, Vice President

NON-COLLUSION DECLARATION

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY of STOCKTON DEPARTMENT OF PUBLIC WORKS.

The undersigned declares:

I am the Vice President, of Pavement Coatings Co., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 02/22/2022 at Sacramento (city), CA (state).

Tim Schmid, Vice President

(Signature)

DEPARTMENT OF INDUSTRIAL RELATIONS
LABOR COMPLIANCE
SELF-CERTIFICATION

We, the undersigned, self-certify that we will comply with all California Department of Industrial Relations (DIR) laws, rules and regulations that apply to Public Work as defined in Labor Code Section 1720(a)(1), as well as Senate Bill 854 (2014), and all other related statutes.

In addition, we acknowledge that to be eligible to bid on City of Stockton Public Works projects, we and all subcontractors under us are registered, and will remain registered with the DIR until project completion; otherwise, we will be disqualified from consideration as a bidder for the subject project.

CONTRACTOR: Pavement Coatings Co.

BY: _____
Tim Schmid

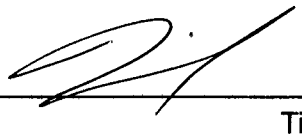
TITLE: Vice President

DATE: 02/22/2022

TITLE VI VIOLATION SELF-CERTIFICATION

We, the undersigned, self-certify that pursuant to Federal Code of Regulations (CFR), 23 CFR 200.9, 633 and 49 CFR 21.7, we do not have any unresolved violations under Title VI of the Civil Rights Act of 1964 and related statutes, including Americans with Disabilities Act (ADA). In addition, we acknowledge that an unresolved Title VI violation will disqualify us for consideration as a bidder for the subject project.

CONTRACTOR: Pavement Coatings Co.

BY: 

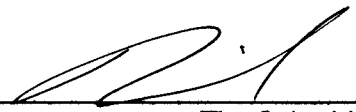
Tim Schmid

Vice President
TITLE

DATE: 02/22/2022

LOCAL EMPLOYMENT ORDINANCE

This contract is subject to the requirements of the City of Stockton's Local Employment Ordinance. By my signature below, I certify that I have read and understood the Local Employment Ordinance of the City of Stockton, and agree to abide by its provisions. If selected to perform this contract, I specifically agree to report data on the actual number of Stockton residents employed, and understand that data will be subject to verification by an independent auditor.

Signature of Bidder 

Tim Schmid, Vice President

Date Signed 02/22/2022

LOCAL BUSINESS PREFERENCE ORDINANCE

The City of Stockton's Local Business Preference Ordinance applies to this project. By my signature below, I certify that I have read and understood the Local Business Preference Ordinance of the City of Stockton, and agree to abide by its provisions.

Signature of Bidder _____

Tim Schmid, Vice President

Date Signed 02/22/2022

Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

The Ohio Casualty Insurance Company

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Pavement Coatings Co.

of Jurupa Valley, CA

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Boston, Massachusetts (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Stockton

of

(hereinafter called the Obligee) in the penal sum of Ten Percent of Bid Amount

Dollars 10% of Amount Bid lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated March 3, 2022 for Description: Crack Sealing Various Streets, Project No. WT22003B

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: February 24, 2022

Pavement Coatings Co.
Principal

By: _____
Tim Schmidl, Vice President

The Ohio Casualty Insurance Company

By: _____
Brian A. McGoldrick, (Attorney-in-fact)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

On February 24, 2022 before me, Brigid Lopez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Brian A. McGoldrick
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BRIGID LOPEZ
COMM. #2287217
Notary Public - California
Orange County
My Comm. Expires May 2, 2023

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205623-971991**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian A. McGoldrick; Brigid Lopez; Evett Lam; Richard L. Wells

all of the city of Placentia state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of May, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 20th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of February, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)

On February 25, 2022 before me, Rick James Arias, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Tim Schmid
Name(s) of Signer(s)

,

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

RICK JAMES ARIAS
Notary Public - California
Solano County
Commission # 2278601
My Comm. Expires Mar 21, 2023

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

Exhibit B:
Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, *and for five (5) years thereafter* , insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City, at its sole discretion, may purchase the coverage required and the cost will be paid by the contractor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **$2,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Surety Bonds** as described below.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No

representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Claims Made Policies – (Note – applicable only to professional and/or pollution liability)

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Contractor shall provide proof of such compliance and verification to the City upon request.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond

2. Performance bond

3. Payment bond (or Labor and Material bond)

4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to one hundred percent (100%) of the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attn: City Risk Services
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. 1 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: **5/1/2015**	Revised From: **7/27/09 4/6/09 3/1/2010 (see below)**

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

I. PURPOSE

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

II. POLICY

A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."

B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.

C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.

D. All City employees and non-employees share a responsibility to assist in

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DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
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maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.

F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.

G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.

H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.

I. This policy shall be administered by the Director of Human Resources.

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CITY MANAGER ADMINISTRATIVE DIRECTIVE

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:

1. Soliciting applications from a source where all or most of potential workers are of the same race or color.

2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and

3. Questioning a job applicant about the existence, nature and severity of a disability.

B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

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otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. Verbal Harassment: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

2. Physical Harassment: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

3. Visual Harassment: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made a term or condition of employment; or

2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

CITY OF STOCKTON, CALIFORNIA
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3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

Examples of Sexual Harassment include, but are not limited to the following:

a. Unwelcome sexual overtures or propositions.

b. Offering employment benefits or status in exchange for sexual favors.

c. Making or threatening retaliation after a negative response to sexual advances.

d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.

e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.

f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.

g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.

h. Physical conduct such as touching, assaulting, impeding or blocking movements.

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i. Retaliation for making harassment reports or threatening to report harassment.

D. Affordable Care Act (ACA) Anti-Retaliation

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any

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employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment

   a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.

   b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.

   c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

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with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.

2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment

a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.

b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.

c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.

B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.

C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

V. INVESTIGATION PROCEDURES

A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. 10 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

B. Investigative Guidelines

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.

2. Confirm the name and position of the complainant. Interview the complainant.

3. Allow the complainant the opportunity to place the complaint in writing.

4. Obtain the identity of the alleged harasser(s).

5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).

6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).

7. Ascertain if any threats or promises were made in connection with the alleged harassment.

8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).

9. Ascertain whether the complainant has spoken to anyone, especially

supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.

11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.

12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.

13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.

14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.

15. Conduct follow-up interviews, if warranted.

16. Prepare report of findings and discuss with management and designated legal staff.

VI. RESPONDING TO THE COMPLAINT

A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. 12 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.

C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.

D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:

1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).

2. Unfounded: The investigation proved that the act(s) or omission(s)

complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.

E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.

F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

VII. DISCIPLINE

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

VIII. ALTERNATIVE REMEDIES

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.)*, any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. 14 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

IX. COMMUNICATION OF POLICY

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:

KURT O. WILSON
CITY MANAGER

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BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, PAVEMENT COATINGS CO._____, a **STATE OF CALIFORNIA CORPORATION,** as Principal and _____ _____, a corporation, organized and existing under the laws of the State of _____and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, as obligee, in the just and full sum of TWO HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED DOLLARS AND 00/100 DOLLARS ($224,800.00), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to the said CITY, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that the above-bounded Principal has simultaneously entered into a contract with the CITY, to do and perform the following work, to wit:

CRACK SEALING VARIOUS STREETS
(PROJECT NO. WT22003)

NOW, THEREFORE, if the above-bounded Principal, CONTRACTOR, Company or
Corporation or its subcontractor, shall well and truly perform the work contracted to be done under said contract, then this obligation to be null and void; otherwise to remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract, or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY, and no forbearance on the part of the said CITY shall operate to relieve any Surety or Sureties from liability on this bond,

and consent by said Surety is hereby given, and the said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on _____

APPROVED AS TO SURETY:

_____

APPROVED AS TO FORM & CONTENT:
LORI M. ASUNCION
OFFICE OF THE CITY ATTORNEY

By: _____
DEPUTY CITY ATTORNEY

By: _____
PRINCIPAL

_____
SURETY

By: _____
ATTORNEY-IN-FACT

BOND FOR LABOR AND MATERIAL

KNOW ALL MEN BY THESE PRESENTS:

That we, **PAVEMENT COATINGS CO.**, a **STATE OF CALIFORNIA CORPORATION,** as Principal and _____, corporation, organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, and unto any and all material suppliers, persons, companies, or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contemplated to be executed or performed under the contract hereinafter mentioned, and all persons, companies, or corporations renting or hiring teams, or implements of machinery, for or contributing to said work and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claims have not been paid by the contractor, company or corporation in the just and full sum of TWO HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED DOLLARS AND 00/100 DOLLARS ($224,800.00), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to said CITY and to said persons jointly and severally, the said principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligations is such that the above bounden Principal has simultaneously entered into a contract of even date herewith, with the CITY, to do and perform the following work, to-wit:

CRACK SEALING VARIOUS STREETS
(PROJECT NO. WT22003)

NOW, THEREFORE, if the above bounden Principal, CONTRACTOR, Company or Corporation or its subcontractor, fail to pay for all materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on

this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Division 3, Part 4, Title 15, Chapter 5, Article 1 of the Civil Code of California, provided that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY and no forbearance on the part of the said CITY shall operate to relieve any surety or sureties from liability on this bond, and consent to make such alterations without further notice to or consent by any such surety is hereby given, and the said sureties hereby waive the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on _____.

APPROVED AS TO SURETY:

By: _____
PRINCIPAL

_____

_____
SURETY

APPROVED AS TO FORM & CONTENT:
LORI M. ASUNCION
OFFICE OF THE CITY ATTORNEY

By: _____
ATTORNEY-IN-FACT

By: _____
DEPUTY CITY ATTORNEY

File #: 22-0405, **Version:** 1

THE FISCAL YEAR 2022-23 PROJECT LIST FOR THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (SB1) AND SUBMITTAL OF REPORTS TO THE CALIFORNIA TRANSPORTATION COMMISSION

RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Approve the Fiscal Year 2022-23 project list for the Road Repair and Accountability Act of 2017 (SB1).

2. Approve submittal of reports to the California Transportation Commission related to the Road Repair and Accountability Act of 2017 (SB1).

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Summary

Adoption of the proposed resolution allocates an estimated $7,314,000 in new funding to local street resurfacing; curb, gutter, sidewalk, and curb ramp repair; LED streetlight conversion; streetlight pole replacement; and street re-striping. On April 28, 2017, the Governor signed Senate Bill 1 (SB1), known as the Road Repair and Accountability Act of 2017. SB1 funding provides for basic road maintenance, rehabilitation, and critical safety needs on both the State highway and local streets and road systems. The California Transportation Commission (CTC) is responsible for oversight of funding and/or programs created with the approval of SB1.

SB1 funds the Road Maintenance and Rehabilitation Account (RMRA) Program. The CTC adopted guidelines that require agencies to submit a list of eligible RMRA projects by July 1 of each fiscal year (FY). The FY 2022-23 RMRA funding allocation for the City is estimated to be $7,314,000. Staff recommends that funding be allocated to local street resurfacing, curb, gutter, sidewalk, and curb ramp repair, streetlight pole replacement, street furniture painting, and street re-striping. Specific locations within these project categories are selected by utilizing a variety of data resources and analysis methods. Street resurfacing locations are selected based on pavement condition data and cost/benefit analysis utilizing the City's pavement management system (PMS). Curb, gutter, sidewalk, and curb ramp repair locations are prioritized in chronological order, based on the date of the original customer service request. Selected residential streetlights with high-pressure sodium streetlights will be replaced with LED streetlight fixtures. Streetlight poles that are found to be oxidized will be replaced. Re-stripe of worn traffic striping along arterial and collector streets will be done as funding allows.

The recommended action approves the allocation of available funding for the projects listed in Exhibit 1 to the Resolution. The projects are included in the proposed FY 2022-27 Capital Improvement Plan (CIP). The projects are anticipated to be advertised for construction bids by late 2022, with most of the construction activity to be undertaken in 2023, weather permitting.

DISCUSSION

Background

On April 28, 2017, the Governor signed SB1, known as the Road Repair and Accountability Act of 2017. SB1 funding provides basic road maintenance, rehabilitation, and critical safety needs on both the State highway and local streets and road systems. The CTC is responsible for oversight of funding and/or programs created with the approval of SB1.

SB1 provides funding for the RMRA Program. Other programs include the Local Partnership Program, the Active Transportation Program, State Highway Operation and Protection Program, and Local Streets and Roads Program. The RMRA funding is part of the City's overall Gas Tax allocation; however, RMRA funds can only be expended on projects that meet eligibility criteria and have been approved by the CTC. RMRA funds are accounted for and reported separately from regular Gas Tax funds.

At its June 2017 meeting, the CTC adopted programmatic guidelines which set forth the process and procedures for using the RMRA funding. The guidelines are intended to provide guidance and ensure accountability of funding invested on public projects.

An estimated $6.2 million in SB1 RMRA Program funding was allocated to the City for FY 2021-22 as approved by Council on May 11, 2021, by Resolution No. 2021-05-11-1208. An update of the delivery of the FY 2021-22 projects is included as Attachment A.

Present Situation

In accordance with the program guidelines, each agency is required to submit a list of eligible RMRA projects to the CTC by July 1 of each fiscal year. The criteria for eligible projects include road maintenance and rehabilitation, safety initiatives, railroad grade separations, complete streets components, and traffic control improvements. The funds cannot be used for general miscellaneous transportation maintenance operations.

Funding for the City is estimated to be $7,314,000 for FY 2022-23. Staff recommends that the project funding be allocated to the following local street resurfacing; curb, gutter, sidewalk, and curb ramp repair; streetlight pole replacement; and street re-striping projects:

- Local Street Resurfacing - Install approximately 45 centerline miles of resurfacing treatments on local roadways Citywide ($4,586,000). The City's PMS is used to determine which specific roadway segments should be included. The system analyzes variables such as current pavement condition and projected traffic load to forecast how roadway segments will decline over time. The forecasts are used to evaluate the cost and benefit of repair options and identify the optimal pavement resurfacing plan. The current pavement condition is numerically

represented by the pavement condition index (PCI), which is calculated for each roadway segment utilizing a nationally standardized method. A PCI rating of 100 means the street is in perfect condition. A zero means the road has no functioning surface. Resurfacing work consists of either slurry seal resurfacing, micro-surfacing, cape seal, or an asphalt overlay. A cost-effective method of maintaining streets is to provide treatment for streets that are in fair to good condition (PCI ratings near or above 70). The preservation of streets in this condition is critical, as rehabilitation costs rise exponentially as pavements deteriorate. Examples of project locations include:

- Fresno Avenue from State Route 4 to Navy Drive
- Waterbury Drive from Davis Road to Whistler Way
- Pock Lane from Industrial Drive to San Joaquin County Line
- Euclid Avenue from Sutter Street to El Dorado Street

The City's current overall PCI for the entire network is approximately 64 (on a 0 to 100 scale. Continued allocation of a significant portion of RMRA funds to pavement resurfacing is expected to result in incremental progress toward the City's long-term goal of an overall network PCI of 70.

- Curb, Gutter, Sidewalk, and Curb Ramp - Remove and replace City tree-damaged curb, gutter, and sidewalk and update curb ramps at approximately 120 (75 sidewalk and 45 curb ramps) locations citywide ($1,450,000). The City regularly receives requests for the repair of curb, gutter, and sidewalks and the installation of curb ramps. Each request is evaluated to determine if the repair is the City's responsibility. If repairs are warranted, the location is added to a database for future permanent repairs. For sidewalk locations that need immediate correction, the temporary repair is made using asphalt concrete material to patch the displaced area to remove the tripping hazard. Permanent repairs are made as funding becomes available and are prioritized in chronological order, based on the date of the original service request.

- Streetlight Pole Replacement - Replace streetlight poles that are oxidized and replace streetlight foundations with damaged anchor bolts as needed ($328,000).

- Street Furniture Painting - Repaint streetlight poles, railings, and other street furniture to prolong the useful life and aesthetics of the asset ($250,000).

- City Street Re-striping - Re-stripe worn traffic striping along arterial and collector streets ($200,000).

- Bridge Maintenance Program - The project will cover routine bridge maintenance that would not be funded with Federal-Aid Highway Program funding. Routine bridge maintenance is defined as regularly scheduled activities that maintain bridge components in their present or intended condition ($500,000).

The CTC established a standardized project submission form, and the list of projects to be submitted to the CTC in the required format is attached as Exhibit 1 to the Resolution. The FY 2022-27 CIP will

include the budget for the estimated $7,314,000 in FY 2022-23 SB1 RMRA funding. These projects are anticipated to be advertised for construction bids by late 2022, with most of the construction activity to be undertaken in 2023, weather permitting.

RMRA funding is estimated to be relatively the same in FY 2023-24 at approximately $7 million. Expenditure of these funds will be programmed to specific projects in the FY 2023-28 CIP, with separate approval by Council prior to July 1, 2023.

FINANCIAL SUMMARY

The total RMRA funding is estimated to be $7,314,000 for FY 2022-23. The FY 2022-27 CIP will include the appropriation for the estimated $7,314,000 in FY 2022-23 SB1 RMRA funding as follows:

- Local Street Resurfacing, Project No. WD23003, Account No. 4570-000-800007-300-000-30-45-000-000, in the amount of $4,586,000.

- Curb, Gutter, Sidewalk, and Curb Ramp Repairs, Project No. WD23004, Account No. 4570-000-800007-300-000-30-45-000-000, in the amount of $1,450,000.

- Streetlight Pole Replacement, Project No. WD23006, Account No. 4570-715-800007-240-241-30-45-000-000, in the amount of $328,000.

- Street Furniture Painting, Project No. WD23008, Account No. 4570-715-800007-240-241-30-45-000-000, in the amount of $250,000.

- City Street Re-striping, Project No. WD23009, Account No. 4570-715-800007-240-241-30-45-000-000, in the amount of $200,000.

- Bridge Maintenance Program, Project No. WT23010, Account No. 4510-000-800007-300-000-30-45-000-000, in the amount of $500,000.

There is no impact to the City's General Fund or any other unrestricted fund as a result of taking the recommended actions.

Attachment A - Previously Approved FY 2021-22 Project List

PROGRESS UPDATE
ROAD MAINTENANCE AND REPAIR ACCOUNT (RMRA) PROJECT LIST FOR FISCAL YEAR 2021-22

City:	Stockton	City Council Approval Date:	5/11/21
County:	San Joaquin	Resolution No.:	2021-05-11-1208
Legistlative District:	Assembly 13; Senate 5		
Average PCI:	64		
Year of PCI Measurement:	2021		

PROJECT NAME	PROJECT NUMBER	DESCRIPTION	LOCATION	DELIVERY STATUS	ESTIMATED USEFULL LIFE	FUNDING ALLOCATED
Local Street Resurfacing FY21-22 SB1	WD22003	Includes projects to provide approximately 40 centerline miles of various types of resurfacing treatments	Various Streets	Projects are in the final design / advertise for construction bids stage	5-7 years	$ 3,850,000
Sidewalk, Curb, Gutter, Curb Ramp Repairs FY21-22 SB1	WD22004	Includes removal and replacement of City tree-damaged curb, gutter, sidewalk, and construction of curb ramps	Various Streets	Projects are in the advertisement and contract award stage	50 years	$ 1,450,000
Residential Streetlight LED Replacement FY21-22 SB1	WD22005	Replace approximately 3800 faulty LED streetlight fixtures with more efficient LED streetlight fixtures as needed	Various Streets	Construction contract scheduled for Council award	7-10 years	$ 347,000
Streetlight Pole Replacement FY21-22 SB1	WD22006	Replace streetlight poles that are oxidized and replace streetlight foundations with damaged anchor bolts as needed	Various Streets	Project is in the final design stage	50 years	$ 231,000
City Street Re-striping FY21-22 SB1	WD22009	Re-stripe worn traffic striping along arterial and collector streets	Various Streets	Project is in the final design stage	5-7 years	$ 306,000
			TOTAL SB1 RMRA FUNDING ALLOCATED FOR FY 2021-2022			$ 6,184,000

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING THE FISCAL YEAR 2022-23 PROJECT LIST FOR THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (SB1) AND SUBMITTAL OF REPORTS TO THE CALIFORNIA TRANSPORTATION COMMISSION

On April 28, 2017, the Governor signed Senate Bill 1 (SB1), known as the Road Repair and Accountability Act of 2017. SB1 funding provides for basic road maintenance, rehabilitation, and critical safety needs on both the State highway and local streets and road systems; and

The California Transportation Commission (CTC) is responsible for oversight of funding and/or programs created with the approval of SB1; and

SB1 provides funding for the Road Maintenance and Rehabilitation Account (RMRA) Program. The RMRA funding is part of the City's overall Gas Tax allocation; however, RMRA funds can only be expended on projects that meet eligibility criteria and have been approved by the CTC; and

The Fiscal Year (FY) 2022-23 RMRA funding allocation for the City is estimated to be $7,314,000; now, therefore,

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

1. The City Council approves the FY 2022-23 project list for the Road Repair and Accountability Act of 2017 (SB1), in the amount of $7,314,000, a copy of which is attached as Exhibit 1 and incorporated by this reference.

2. The City Council authorizes the Public Works Director or his/her designee to submit all necessary reports to the CTC related to the Road Repair and Accountability Act of 2017 (SB1).

3. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution

PASSED, APPROVED, and ADOPTED June 14, 2022 .

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

EXHIBIT 1

ROAD MAINTENANCE AND REPAIR ACCOUNT (RMRA) PROJECT LIST FOR FISCAL YEAR 2022-23

City: Stockton
County: San Joaquin
Legistlative District: Assembly 13; Senate 5
Average PCI: 64
Year of PCI Measurement: 2021

PROJECT NAME	PROJECT NUMBER	DESCRIPTION	LOCATION	CONSTRUCTION START DATE	ESTIMATED USEFULL LIFE	FUNDING ALLOCATED
Local Street Resurfacing FY 22-23 SB1	WD23003	Includes projects to provide approximately 45 centerline miles of various types of resurfacing treatments	Various Streets	Anticipated Spring 2023	5-7 years	$ 4,586,000
Curb, Gutter, Sidewalk, and Curb Ramp Repairs FY 22-23 SB1	WD23004	Includes removal and replacement of City tree-damaged curb, gutter, sidewalk, and construction of curb ramps	Various Streets	Anticipated Spring 2023	50 years	$ 1,450,000
Streetlight Pole Replacement FY 22-23 SB1	WD23006	Replace streetlight poles that are oxidized and replace streetlight foundations with damaged anchor bolts as needed	Various Streets	Anticipated Spring 2023	50 years	$ 328,000
Street Furniture Painting	WD23008	Repaint streetlight poles, railings, and other street furniture to prolong the useful life and aesthetics of the asset	Various Streets	Anticipated Spring 2023	7-10 years	$ 250,000
City Street Re-striping FY 22-23 SB1	WD23009	Re-stripe worn traffic striping along arterial and collector streets	Various Streets	Anticipated Spring 2023	5-7 years	$ 200,000
Bridge Maintenance Program	WT23010	This project will maintain City bridges that are not included in the federal Highway Bridge Replacement and Rehabilitation (HBRR) program.	Various Bridges	Anticipated Spring 2023	7-10 years	$ 500,000
			TOTAL SB1 RMRA FUNDING ALLOCATED FOR FY 2022-2023			$ 7,314,000

File #: 22-0469, **Version:** 1

APPROVAL OF THE DRAFT MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT INFRASTRUCTURE FINANCING PLAN

RECOMMENDATION

It is recommended that City Council adopt a Resolution approving the Draft Mossdale Tract Enhanced Infrastructure Financing District (EIFD) Infrastructure Financing Plan (IFP).

Summary

On May 3, 2022, the City Council participated in a Workshop to receive a presentation describing the Infrastructure Financing Plan (IFP) (Attachment A). Council provided comment to the consultant team charged with preparing the IFP. Subsequently, the consultant team worked with the Mossdale Tract Enhanced Infrastructure Financing District (Mossdale Tract EIFD) Public Finance Authority (PFA) and the participating taxing entities to incorporate comments to the IFP. The IFP went to the PFA in two public hearings. Prior to the 3rd Public Hearing, the IFP has come back to the City Council for approval.

DISCUSSION

Background

Senate Bill 5 (SB5), and related companion bills, created a new requirement for certain land use decisions made by cities and counties in the California Central Valley. Prior to approving discretionary land use decisions for non-residential projects, and prior to approving ministerial land use decisions (building permits) for new residential buildings in areas that don't have an Urban Level of Flood Protection, land use agencies are required to make findings related to the provision of 200-year or Urban Level of Flood Protection (ULOP).

As part of the region's efforts to comply with this requirement the Cities of Lathrop, Manteca and Stockton made findings of Adequate Progress toward the provision of ULOP 200-year flood protection and have annually validated these findings each year since each respective cities' initial adoptions based on an Annual Reports of Adequate Progress (Annual Reports) submitted to the Central Valley Flood Protection Board (CVFPB). Since 2018, the Annual Reports have been approved and submitted by SJAFCA to the CVFPB subsequent to the Cities of Lathrop and Manteca becoming members of SJAFCA.

The Annual Reports describe the financing plan and the identified funding mechanisms that are being utilized to fund and implement the improvements necessary for ULOP.

The new funding mechanisms being implemented to generate the necessary funding include:

1. A Regional Development Impact Fee Program, currently in place.
2. A new Overlay Assessment District (OAD) proposed to overlay the existing RD 17 Assessment District.
3. The Mossdale Tract Enhanced Infrastructure Financing District (EIFD).

The City Council supported the implementation of the Mossdale Tract ULOP Program and associated funding mechanisms by supporting the amendment of the SJAFCA Joint Exercise of Powers Agreement in late 2017 and then supporting the implementation of the Regional Development Impact Fee in 2018. SJAFCA is currently working to evaluate and implement the proposed Overlay Assessment District in the future. In January of this year, the City Council was requested to participate in the formation process of the proposed Mossdale Tract EIFD.

EIFDs
Enhanced Infrastructure Financing Districts are districts that receive tax increment generated from the growth in property taxes collected from within a designated district boundary from certain entities that consent to an agreed upon allocation of their property tax revenues. EIFDs are new entities governed by the creation of a PFA.

The City of Lathrop took the lead with the creation of the EIFD with its action on January 13, 2022. The cities of Manteca and Stockton and San Joaquin County followed suit by adopting a corresponding resolution to support the formation and appoint representation to the PFA.

The newly created Authority is moving through the EIFD formation process by directing the preparation of an IFP. The purpose of the May 3, 2022, Workshop was to present the IFP to the City Council as an informational item. Ultimately, final approval of the formation of the EIFD will require the City Council's approval of the IFP.

EIFD Financing Plan
The Mossdale Tract Area EIFD will be funded from property tax increment revenues, which would be pledged to repay bonds issued to fund construction of the improvements needed to achieve ULOP.

The Draft Mossdale Tract Area EIFD does not impose any new tax on property owners. The Affected Taxing Entities (ATEs) will participate in and contribute property tax increment revenues to the Mossdale Tract Area EIFD. In the case of the proposed Mossdale Tract Area EIFD, the EIFD is to have four (4) ATEs: the City of Lathrop; the City of Manteca; the City of Stockton; and San Joaquin County.

The financing plan for the Mossdale Tract Area EIFD has been the subject of discussions among the staff of the ATEs for many months and an IFP has been prepared at the direction of the PFA. In general, the following describes the basic terms of how the EIFD tax increment will be allocated and assist in financing SJAFCA's Mossdale Tract Project as further described in the attached IFP (Attachment A).

The Mossdale Tract Area EIFD includes approximately 5,125 developable acres. Approximately 11,200 housing units and 33.1 million square feet of nonresidential buildings are anticipated in the Mossdale Tract Area EIFD between the assumed Base Year of the EIFD (FY 2022-23) and buildout

(2060). As development takes place throughout the basin, and as the assessed value of property increases over time, net new property taxes will be generated. As those taxes are allocated to the ATEs, a portion of the net new property taxes will be allocated to the Mossdale Tract EIFD. The amount that would otherwise be allocated to an ATE, but diverted to the Mossdale Tract EIFD, will be the amount specified in the IFP prepared by the PFA and ultimately approved by each of the ATEs. The amount of Tax Increment allocated by each ATE will be subject to change over time as SJAFCA's ULOP Project is implemented. The proposed amount of Tax Increment that is reflected in the Plan is shown in the table below:

	EIFD Contribution Rate			
Affected Taxing Entity	Initial Years (2021-2029)	2030-2032	2033-2043	2044-2061
Maximum Tax Rate Scenario				
City of Lathrop	10.0%	20.0%	20.0%	20.0%
City of Manteca	5.0%	20.0%	20.0%	20.0%
City of Stockton	1.0%	20.0%	20.0%	20.0%
San Joaquin County	47.3%	20.0%	20.0%	20.0%
Variable Tax Rate Scenario				
City of Lathrop	10.0%	13.0%	9.5%	4.5%
City of Manteca	5.0%	13.0%	9.5%	4.5%
City of Stockton	1.0%	13.0%	9.5%	4.5%
San Joaquin County	47.3%	13.0%	9.5%	4.5%

- During the ULOP project construction, anticipated to run through 2029 (Initial Years), the City of Lathrop and the County each would contribute a flat rate of ten percent (10%), the City of Manteca would contribute five percent (5%), and the City of Stockton would contribute one percent (1%) (Initial Base Rates).

- During the Initial Years, the County would contribute a total of 47 percent of property tax increment, composed of an Initial Base Rate of ten percent (10%), plus an additional 37 percent of property tax increment. The additional 37 percent would be defined as the County's Additional EIFD Contribution. This Additional Contribution would be subject to repayment by SJAFCA from future Regional Development Impact Fee revenues collected after 2029.

- Following the Initial Years, the maximum portion of the total property tax increment revenue allocation proposed to be apportioned to the EIFD will be 20 percent until such time as the cost of eligible EIFD facilities has been satisfied. However, based upon the financing plan, it is not expected that the full 20 percent of Tax Increment would be needed based on EIFD revenue requirements. As such, the expected amount of increment is shown as the Variable Rate Scenario in the table above.

The revenues allocated to the EIFD would be transferred to SJAFCA to fund the ULOP Project initially on a Pay-As-You go basis. To finance the construction of the ULOP Project, it is expected that SJAFCA would issue two separate series of debt instruments.

The first debt issuance would be secured by a pledge of OAD revenues. The second series would be secured by a combined pledge of OAD revenues and EIFD revenues pledged to SJAFCA.

EIFD Analyses
As required by the relevant EIFD authorizing legislation, in addition to the financing plan and detailed description of the amount of property tax allocations from each of the ATE's, the draft IFP presents information and analysis that includes the following:

- A detailed description of the Boundary of the EIFD.
- A description of the facilities to be financed by the EIFD.
- A financing section that addresses the maximum amount of tax increment to be committed to the EIFD; and
- An analysis of the fiscal impact to the Cities and County of committing tax increment to the EIFD.

FINANCIAL SUMMARY

The fiscal impacts of the EIFD to the City would happen over time and are analyzed and included within the IFP (Attachment A).

At Buildout, under the Maximum Tax Rate Scenario described previously, development in the Mossdale Tract Area EIFD is anticipated to result in a net fiscal surplus to the City of Stockton General Fund of approximately $3.9 million annually. For earlier periods (fiscal years ending 2025 through 2059), development is anticipated to result in a net fiscal impact ranging from a maximum deficit of $1.6 million in 2025 to a surplus of $3.0 million annually.

Attachment A - Mossdale Tract EIFD Infrastructure Financing Plan

Draft Report

Mossdale Tract Enhanced Infrastructure Financing District— Infrastructure Financing Plan

The Economics of Land Use

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San Joaquin Area Flood Control Agency

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February 23, 2022

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1. Introduction

Mossdale Tract Enhanced Infrastructure Financing District

Project Overview

State of California (State) Senate Bill 5 (2007) (SB 5), and related companion bills, created a new requirement for certain land use decisions made by cities and counties in the California Central Valley. Before approving discretionary land use decisions for nonresidential projects, and before approving ministerial land use decisions (building permits) for new residential buildings, land use agencies are required to make findings related to the provision of 200-year or Urban Level of Flood Protection (ULOP).

The Reclamation District (RD) 17 basin in the Central Valley, hereafter referred to as the Mossdale Tract Area, includes land in the Cities of Lathrop, Manteca, and Stockton, and the County of San Joaquin (County) (hereafter referred to as the Affected Taxing Entities [ATEs]). Existing RD 17 levees protecting the Mossdale Tract Area do not meet current State Department of Water Resources (DWR) Urban Levee Design Criteria (ULDC) standards adopted in May 2012 and are not certified to provide 200-year protection in accordance with SB 5 requirements.

In 2016 and 2017, the Cities of Lathrop and Manteca, as well as RD 17, comprised the Local Flood Management Agency (LFMA). Beginning in January 2018, the San Joaquin Area Flood Control Agency (SJAFCA) assumed the role of LFMA for the Mossdale Tract Area and is pursuing efforts to achieve an ULOP by the required deadline, 2028.[1]

SJAFCA's plan for flood protection through 2028 consists of two components: (1) RD 17's ongoing Phase 3 Levee Seepage Repair Project (LSRP) and (2) SJAFCA Levee Improvements to achieve ULDC 200-year requirements (Phase 4 SJAFCA Project).

RD 17 is advancing the completion of the LSRP with the formation of the RD 17 assessment and funding from the DWR's Early Implementation Projects (EIP) and Urban Flood Risk Reduction (UFRR) Programs. These revenue sources remain in place to fund the LSRP.

To fund the Phase 4 SJAFCA Project, the LFMA identified several funding sources for the design, environmental review, permitting, and construction of ULOP improvements. These sources comprise existing funding sources: (1) the RD 17 assessment and (2) a regional SJAFCA 200-Year Development Impact Fee (DIF). In addition, the LFMA identified two new funding sources: (1) a new special benefit Overlay Assessment District (OAD) and (2) a new Enhanced Infrastructure Financing District (EIFD). In addition, SJAFCA

[1] State Assembly Bill 838 (AB 838), signed into law on September 28, 2020, extended the ULOP deadline from 2025 to 2028.

anticipates that State grant revenues would be available from an existing UFRR Agreement with SJAFCA.

This report describes the details of the Mossdale Tract Area EIFD, which is proposed to be established to fund a portion of the improvements necessary to ensure ULOP. As described in further detail later in this document, requisite improvements include construction to strengthen and repair existing levees, as well as measures to ensure climate adaptability needs are being met to ensure 200-year flood protection.

Enhanced Infrastructure Financing District Formation and Public Financing Authority

California Government Code sections 53398.50–53398.88 (EIFD Law) enabled jurisdictions to consider formation of EIFDs as a means of using tax increment financing to fund a variety of eligible improvements with communitywide benefit. An EIFD may be formed by resolution of the governing body of an ATE proposing to dedicate all or a portion of its incremental property tax revenue to the EIFD.

Formation of an EIFD establishes a Public Financing Authority (PFA) that operates as the governing board of the district once the EIFD is formed. The PFA's membership shall consist of 2 members of the legislative body of each ATE and 2 members of the public chosen collectively by the legislative bodies of ATEs.[2] In the case of the proposed Mossdale Tract Area EIFD, the EIFD has 4 ATEs. Thus, the PFA will consist of 8 members from the respective ATEs and 2 public members, for a total of 10 members.

As described above, SJAFCA is the LFMA and in that capacity is anticipated to manage completion of the Phase 4 SJAFCA Project. At the discretion of the PFA, the PFA may enter into one or more agreements with SJAFCA to memorialize the use of EIFD funding towards the SJAFCA Phase 4 Project. In addition, should the PFA wish to use SJAFCA to provide support in regards to PFA administration, the details of that engagement would be subject to an agreement between the PFA and SJAFCA.

Infrastructure Financing Plan

This Infrastructure Financing Plan (IFP) for the Mossdale Tract Area EIFD has been prepared in accordance with EIFD Law. The Mossdale Tract Area EIFD will be an important tool for the LFMA to generate a portion of the funding necessary to implement 200-year levee improvements and to allow the ATEs, in the interim until 2028, to make findings related to Adequate Progress toward ULOP, and ultimately a finding of ULOP upon completion of the improvements in accordance with DWR's ULOP criteria and SB 5 requirements.

The Mossdale Tract Area EIFD will be funded from property tax increment revenues, which could be pledged, in conjunction with OAD revenues, to repay bonds issued to fund construction of the Phase 4 SJAFCA Project. The Mossdale Tract Area EIFD does not

[2] California Government Code Section 53398.51.1 (1).

impose any new tax on property owners. The ATEs will participate in and contribute property tax increment revenues to the Mossdale Tract Area EIFD. As required by Government Code Sections 53398.59–53398.74, this IFP contains the following information:

1. A map and detailed description of the proposed Mossdale Tract Area EIFD boundaries, as presented in **Attachment A**, respectively.

2. A description of the public facilities and other forms of development or financial assistance proposed in the area of the district, including those to be provided by the private sector, those to be provided by governmental entities without assistance from the Mossdale Tract Area EIFD, those to be financed with assistance from the proposed Mossdale Tract Area EIFD, and those to be provided jointly by a governmental entity and the private sector, as presented in **Chapter 2**.

3. A finding that the development and financial assistance are of communitywide significance and provide significant benefits to an area larger than the area of the Mossdale Tract Area EIFD. This information is presented in **Chapter 2**.

4. A financing section, containing these:

    a. A specification of the maximum portion of the incremental tax revenue of each ATE proposed to be committed to the Mossdale Tract Area EIFD each year during which the Mossdale Tract Area EIFD will receive incremental property tax revenue. It is important to note that no taxing entity other than the ATEs defined in this IFP will allocate tax increment revenues to the Mossdale Tract Area EIFD. During the ULOP project construction projected, through 2029 (Initial Years), the City of Lathrop and the County each commit to contribute a flat rate of 10 percent, the City of Manteca agrees to commit to 5 percent, and the City of Stockton agrees to commit 1 percent (Initial Base Rates). For the Initial Years, the County will contribute a total flat rate of 47 percent of property tax increment, composed of its Initial Base Rate of 10 percent, plus an additional 37 percent of property tax increment, with such additional amount defined as County Additional EIFD Contribution. ***Following the Initial Years, the maximum portion of the total property tax increment revenue allocation proposed to be apportioned from each ATE, subject to applicable law, to the EIFD will be 20 percent until such time as the cost of eligible EIFD facilities has been satisfied as described in Chapters 2 and 3.*** *Note: This IFP includes an estimate of EIFD revenues and fiscal impacts under the maximum tax rate of 20.0 percent for all years after the Initial Years (beginning FY ending 2030) (hereafter referred to as the Maximum Tax Rate Scenario). In addition, this IFP includes an estimate of EIFD revenues and fiscal impacts under a Variable Tax Rate Scenario, reflective of rates which vary over time estimated based on annual EIFD revenue requirements. The Variable Tax Rate Scenario reflects an allocation rate of 13.0 percent after beginning FY ending 2030, which decreases to 9.5 percent beginning FY ending 2033 and 4.5 percent beginning FY ending 2044. A*

description of tax rates included in this IFP are described in more detail in ***Chapter 3*** *and shown in* ***Table 3-2****.*

b. A projection of the amount of tax revenues expected to be received by the Mossdale Tract Area EIFD in each year during which the Mossdale Tract Area EIFD will receive tax revenues, including an estimate of the amount of tax revenues attributable to each ATE for each year. ***An annual projection of tax revenues to be allocated to the Mossdale Tract Area EIFD is contained in Chapter 3 of this IFP.*** The inputs and assumptions used in this IFP are based on information available as of preparation of this IFP about recent historic, current, and anticipated trends. These projections, which were provided by the ATEs, are considered reasonable for planning purposes, but actual results will differ from those estimates included in this IFP.

c. A plan for financing facilities, including a description of any intention to incur debt. ***The financing plan is presented in Chapter 3 of this IFP.*** The PFA, separately or in conjunction with the ATEs or SJAFCA, could participate in financing arrangements involving the issuance of debt secured by the Mossdale Tract Area EIFD tax increment revenues when it is financially prudent to do so. Based on the tax revenue projections contained in this IFP, it is estimated that a range of approximately **$114 million to $126 million** (2021 dollars) of net bond proceeds could be generated during the duration of the EIFD. This projection, which is included in **Attachment B**, is considered reasonable for planning purposes, but actual results will differ from those estimates included in this IFP.

d. A limit on the total number of dollars of property tax increment revenue that may be allocated to the Mossdale Tract Area EIFD pursuant to this IFP. ***The maximum number of dollars of tax revenue that may be allocated to the Mossdale Tract Area EIFD shall not exceed $560 million (as shown in Chapter 3), unless modified by the PFA. The maximum tax revenue that may be allocated to the Mossdale Tract Area EIFD estimate is based on Initial Year allocation rates and the maximum tax allocation rate of 20 percent in all later years.***

e. A date on which the Mossdale Tract Area EIFD will cease to exist, by which time, all tax revenue allocation to the Mossdale Tract Area EIFD will end. Pursuant to Government Code section 53398.63 et seq., the maximum duration of an EIFD is 45 years from the date on which the issuance of bonds is approved, pursuant to subdivision (a) of section 53398.81, or the issuance of a loan to the Mossdale Tract Area EIFD is approved by an ATE, pursuant to section 53398.87. ***Based on these requirements, the proposed Mossdale Tract Area EIFD termination date will be the earlier of (a) 45 years following the first bond issuance by the PFA or (b) 45 years after the ATE approves a loan to the Mossdale Tract Area EIFD***. ***The specific dates on which those actions may be taken for the Mossdale Tract Area EIFD are not known at this time. However, the Mossdale Tract Area EIFD will cease to exist by no later than June 30,***

2100. The financial projections are based on the assumption that the Mossdale Tract Area EIFD will be formed in Fiscal Year (FY) 2022-23 and will begin receiving tax revenues in FY 2023-24. The financial analysis in this IFP is based on the assumption that the PFA or SJAFCA would not seek approval for the issuance of bonds before FY 2023-24, and no ATE would provide a loan to the Mossdale Tract Area EIFD before that date, noting specifically that these assumptions do not preclude the PFA from taking alternative actions.

f. An analysis of the costs to each ATE of providing services to the Mossdale Tract Area EIFD during the time the area is being developed and after the area has been developed. **Appendix C in Attachments F through I of this IFP includes a projection of service costs during the time the Mossdale Tract Area EIFD area is being developed and after it has been developed for each of the four ATEs.** New development in the Mossdale Tract Area is anticipated to generate additional, annual municipal service costs for each jurisdiction, as shown on **Table 1-1** and described below:

- It is projected that development in the Mossdale Tract Area EIFD that is estimated to absorb beginning in July 2022 through December 2025 (referred to as the Initial Phase) will generate additional, annual municipal service costs ranging from $3.0 million to $4.2 million (2020$) to each ATE.
- Development in the Mossdale Tract Area EIFD that is estimated to absorb beginning in July 2022 through December 2060 (Buildout) will generate additional, annual municipal service costs ranging from $6.6 million to $17.8 million (2020$) annually to each jurisdiction.

Table 1-1. Estimated Costs of Municipal Service Provisions (2020$)

Affected Taxing Entity	Annual Municipal Service Costs: Initial Phase (through 2025)	Annual Municipal Service Costs: Buildout (through 2060)
City of Lathrop	$4,092,000	$17,831,000
City of Manteca	$5,884,000	$14,204,000
City of Stockton	$2,988,000	$6,624,000
San Joaquin County	$4,169,000	$15,827,000

g. An analysis of the projected fiscal impact of the Mossdale Tract Area EIFD and the associated development on each affected taxing entity. Affected taxing entities are defined as any governmental taxing agency that levied or had levied on its behalf a property tax on all or a portion of the property located within the

boundaries of the Mossdale Tract Area EIFD in the fiscal year before the formation of the Mossdale Tract Area EIFD. **The Cities of Lathrop, Manteca, and Stockton and the County (the ATEs) will allocate tax increment revenues to the Mossdale Tract Area EIFD. No other taxing entities will be impacted by the formation of the Mossdale Tract Area EIFD. Accordingly, this IFP includes an analysis of the fiscal impacts of the Mossdale Tract Area EIFD on all ATEs (as defined in this document as the Cities of Lathrop, Manteca, and Stockton and the County). The fiscal impact analyses are provided as Attachments F through I of this IFP for each respective ATE.** *The net fiscal impact analysis results described below and shown in **Table 1-2**, are based on the assumption that the percentage of property tax increment generated by properties in the Mossdale Tract Area EIFD allocated to the Mossdale Tract Area EIFD based on the Initial Base Rates (including County Additional EIFD Contribution) ranging from 1 percent to 47 percent in the Initial Years (ending in the fiscal year ending 2029) and adjusting to the Maximum Tax Allocation Rate (20 percent) in the fiscal year ending 2030.*[3]

- At Buildout, development in the Mossdale Tract Area EIFD is anticipated to result in a net fiscal surplus to the County General Fund of approximately $21.7 million annually. For earlier periods (fiscal years ending 2025 through 2060), development is anticipated to result in a net fiscal surplus ranging from $3.5 million to $20.2 million annually.
- At Buildout, development in the Mossdale Tract Area EIFD is anticipated to result in a net fiscal deficit to the City of Lathrop General Fund of approximately $2.4 million annually. For earlier periods (fiscal years ending 2025 through 2060), development is anticipated to result in a net fiscal surplus ranging from $134,000 to $4.0 million annually.
- At Buildout, development in the Mossdale Tract Area EIFD is anticipated to result in a net fiscal surplus to the City of Manteca General Fund of approximately $4.1 million annually. For earlier periods (fiscal years ending 2025 through 2060), development is anticipated to result in a net fiscal impact ranging from a deficit of $1.1 million to a surplus of $3.7 million annually.
- At Buildout, development in the Mossdale Tract Area EIFD is anticipated to result in a net fiscal surplus to the City of Stockton General Fund of approximately $3.9 million annually. For earlier periods (fiscal years ending 2025 through 2060), development is anticipated to result in a net fiscal impact ranging from a deficit of $1.6 million to a surplus of $3.0 million annually.

[3] Fiscal Impact result under both the Maximum Tax Rate and Variable Tax Rate Scenarios are described later in this IFP and detailed in **Attachments F** through **I**.

Table 1-2. Estimated Net Fiscal Surplus/(Deficit) with Maximum Tax Rate EIFD Contribution (2020$)

Affected Taxing Entity	Annual Fiscal Surplus/(Deficit) with Maximum Tax Rate EIFD Contribution (Fiscal Year Ending)					
	2025	2030	2035	2040	2050	Buildout (2060)
City of Lathrop	$133,700	$2,774,200	$3,709,000	$4,038,900	$711,000	($2,417,400)
City of Manteca	($1,050,900)	$578,700	$2,282,000	$2,876,900	$3,697,100	$4,101,600
City of Stockton	($1,641,800)	($1,018,700)	($187,000)	$966,400	$3,006,400	$3,860,300
San Joaquin County	$3,495,900	$10,502,700	$14,835,700	$17,381,700	$20,165,400	$21,671,100

5. A plan for replacing dwelling units that are proposed to be removed or destroyed in the course of public works construction in the area of the district or private development in the area of the district that is subject to a written agreement with the district or that is financed in whole or in part by the district. **It is unknown if any dwelling units will be removed as a result of any project identified in this IFP. However, if the relocation of any dwelling units is deemed to be required in the future for a project financed by the district, the PFA will develop a plan that complies with the requirements of Government Code Section 53398.56 and other applicable requirements.**

6. The goals the district proposes to achieve for each project to be financed by the district. **The district's goals for each project to be financed by the Mossdale Tract Area EIFD are addressed in Chapter 2 of this IFP.**

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2. Mossdale Tract Area EIFD Overview and Description of Facilities

Description of Mossdale Tract Area EIFD

The Mossdale Tract Area EIFD is being considered to provide partial funding for construction of 200-year flood improvements. The estimated cost to design and construct the EIFD-eligible infrastructure is approximately $230.0 million (in 2021 dollars).

EIFD revenues would be limited to net-new incremental property tax revenue that is directly derived from development in the Mossdale Tract Area EIFD and incremental growth of assessed value in the Mossdale Tract EIFD of existing uses. The Mossdale Tract Area EIFD is proposed to be used with other funding sources to repay bonds issued to fund construction of the Phase 4 SJAFCA Project.

As described above, SJAFCA is the LFMA and in that capacity is anticipated to manage completion of the Phase 4 SJAFCA Project. At the discretion of the PFA, the PFA may enter into one or more agreements with SJAFCA to memorialize the use of EIFD funding towards the SJAFCA Phase 4 Project. In addition, should the PFA wish to use SJAFCA to provide PFA administration, the details of that engagement would be subject to an agreement between the PFA and SJAFCA.

Anticipated Future Development in EIFD

The Mossdale Tract Area EIFD includes approximately 5,125.5 developable acres. Approximately 11,200 new housing units and 33.1 million building square feet of new nonresidential uses are anticipated to be developed in the Mossdale Tract Area EIFD between the assumed Base Year of the EIFD (FY 2022-23) and buildout (2060). All new development is anticipated to occur within an existing city boundary or be annexed into the nearest city prior to development; no new development in the unincorporated portion of the County is assumed. **Table 2-1** shows assumed development by phase over the approximate 40-year period.

Although the financing section of this report is based on an assumed pace of development as informed by ATE community development staff, the actual timing of development may differ from those assumptions on which this analysis is based.

Subject to PFA approval (if deemed necessary under the EIFD Law) and in accordance with applicable law, this IFP incorporates all Local Area Formation Commission (LAFCO) conditions, amendments, and requirements as they may apply to this EIFD and to be imposed because of any annexation contemplated herein. LAFCO conditions, amendments, and requirements of said annexation(s) shall reflect this IFP to the extent necessary.

Table 2-1
Mossdale Tract Infrastructure Finance Plan
San Joaquin County Cumulative Land Use Projections

San Joaquin County

Land Use	Cumulative Dwelling Units/Square Footage											
	2025 [1]		2030		2035		2040		2050		Buildout (2060)	
	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.
San Joaquin County Development Projections [2]												
Residential Land Uses [3]												
Low Density Residential	2,221	-	3,859	-	5,095	-	5,652	-	7,342	-	8,863	-
High Density Residential	956	-	1,716	-	2,094	-	2,287	-	2,287	-	2,287	-
Subtotal Residential	**3,177**	**-**	**5,575**	**-**	**7,189**	**-**	**7,939**	**-**	**9,629**	**-**	**11,150**	**-**
Nonresidential Land Uses												
Retail Commercial [4]	-	1,881,924	-	4,862,746	-	7,142,266	-	8,448,676	-	9,825,378	-	10,446,981
Office Commercial [4]	-	832,363	-	2,023,383	-	2,598,924	-	2,937,792	-	3,153,260	-	3,210,967
Industrial	-	6,853,240	-	11,328,609	-	15,489,223	-	18,351,368	-	19,407,593	-	19,407,593
Subtotal Nonresidential	**-**	**9,567,526**	**-**	**18,214,738**	**-**	**25,230,412**	**-**	**29,737,836**	**-**	**32,386,231**	**-**	**33,065,541**
Total All Land Uses	**3,177**	**9,567,526**	**5,575**	**18,214,738**	**7,189**	**25,230,412**	**7,939**	**29,737,836**	**9,629**	**32,386,231**	**11,150**	**33,065,541**

County LU

Source: San Joaquin County; City of Manteca; City of Lathrop; City of Stockton; LWA; EPS.

[1] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[2] Development projections include development projections in incorporated cities as were provided by LWA based on land use data provided by the Cities of Lathrop, Manteca, and Stockton as of February, 2020.

[3] For purposes of this analysis, residential units were categorized as owner- or renter-occupied based on assumed density.

[4] Nonresidential commercial land use projections provided by the applicable City reflect a general commercial land use designation. This analysis assumes general commercial will comprise both retail and office land uses. EPS determined a preliminary estimated allocation of retail and office space based on the existing proportion of retail and office space in each City, the City's current General Plan, and the proposed land use plans of anticipated development projects within the EIFD boundary.

City of Lathrop

Of the 5,125.5 acres included in the Mossdale Tract Area EIFD, 2,303.6 acres are in the existing City of Lathrop city limits, with an additional 25.2 acres anticipated to annex into the City of Lathrop. Approximately 4,900 housing units and 14.5 million nonresidential building square feet are anticipated to develop in the City of Lathrop and an additional 275,000 nonresidential building square feet are anticipated to develop in the City of Lathrop's annexation area included in the Mossdale Tract Area EIFD. **Table 2-2** shows the assumed development in the City of Lathrop by phase over the approximate 40-year period. The detailed maps in **Attachment A** show the portion of the City of Lathrop to be included in the EIFD.

City of Manteca

The Mossdale Tract Area EIFD includes approximately 1,788.3 acres are in the existing City of Manteca city limits, with an additional 348.9 acres anticipated to annex into the City of Manteca, including the Oakwood Shores development. Approximately 4,297 housing units and 8.8 million nonresidential building square feet are anticipated to develop in the City of Manteca and an additional 860 housing units and 2.3 million nonresidential building square feet are anticipated to develop in the City of Manteca's annexation areas, for a total of 5,157 housing units and 11.1 million nonresidential building square feet developing in the portion of the City of Manteca included in the Mossdale Tract Area EIFD. **Table 2-3** shows the assumed development in the City of Manteca by phase over the approximate 40-year period. The detailed maps in **Attachment A** show the portion of the City of Manteca to be included in the EIFD.

City of Stockton

There are approximately 472.3 acres in the existing City of Stockton city limits, with an additional 187.12 acres anticipated to annex into the City of Stockton. Approximately 1,075 housing units and 4.8 million nonresidential building square feet are anticipated to develop in the City of Stockton and an additional 2.4 million nonresidential building square feet are anticipated to develop in the City of Stockton's annexation areas, for a total of 1,075 housing units and 7.2 million nonresidential building square feet developing in the portion of the City of Stockton included in the Mossdale Tract Area EIFD. **Table 2-4** shows the assumed development in the City of Stockton by phase over the approximate 40-year period. The detailed maps in **Attachment A** show the portion of the City of Stockton to be included in the EIFD.

Table 2-2
Mossdale Tract Infrastructure Finance Plan
City of Lathrop Cumulative Land Use

City of Lathrop

Land Use	Cumulative Dwelling Units/Square Footage											
	2025 [1]		2030		2035		2040		2050		Buildout (2060)	
	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.
Development Projections in Current City Limits [2]												
Residential Land Uses [4]												
Low Density Residential	702	-	802	-	878	-	1,047	-	2,737	-	4,258	-
High Density Residential	412	-	603	-	661	-	661	-	661	-	661	-
Subtotal Residential	**1,114**	**-**	**1,405**	**-**	**1,539**	**-**	**1,708**	**-**	**3,398**	**-**	**4,919**	**-**
Nonresidential Land Uses												
Retail Commercial [5]	-	917,494	-	2,242,309	-	2,646,982	-	2,970,720	-	3,031,422	-	3,031,422
Office Commercial [5]	-	611,663	-	1,494,872	-	1,764,654	-	1,980,480	-	2,020,948	-	2,020,948
Industrial	-	3,227,631	-	7,330,420	-	9,067,930	-	9,415,432	-	9,415,432	-	9,415,432
Subtotal Nonresidential	**-**	**4,756,788**	**-**	**11,067,601**	**-**	**13,479,566**	**-**	**14,366,632**	**-**	**14,467,802**	**-**	**14,467,802**
Total All Land Uses	**1,114**	**4,756,788**	**1,405**	**11,067,601**	**1,539**	**13,479,566**	**1,708**	**14,366,632**	**3,398**	**14,467,802**	**4,919**	**14,467,802**
Development Projections in Annexation Area [3]												
Nonresidential Land Uses												
Retail Commercial [5]	-	27,453	-	164,718	-	274,530	-	274,530	-	274,530	-	274,530
Subtotal Nonresidential	**-**	**27,453**	**-**	**164,718**	**-**	**274,530**	**-**	**274,530**	**-**	**274,530**	**-**	**274,530**
Total All Land Uses	**-**	**27,453**	**-**	**164,718**	**-**	**274,530**	**-**	**274,530**	**-**	**274,530**	**-**	**274,530**
Total City of Lathrop Development Projections												
Residential Land Uses [4]												
Low Density Residential	702	-	802	-	878	-	1,047	-	2,737	-	4,258	-
High Density Residential	412	-	603	-	661	-	661	-	661	-	661	-
Subtotal Residential	**1,114**	**-**	**1,405**	**-**	**1,539**	**-**	**1,708**	**-**	**3,398**	**-**	**4,919**	**-**
Nonresidential Land Uses												
Retail Commercial [5]	-	944,947	-	2,407,027	-	2,921,512	-	3,245,250	-	3,305,952	-	3,305,952
Office Commercial [5]	-	611,663	-	1,494,872	-	1,764,654	-	1,980,480	-	2,020,948	-	2,020,948
Industrial	-	3,227,631	-	7,330,420	-	9,067,930	-	9,415,432	-	9,415,432	-	9,415,432
Subtotal Nonresidential	**-**	**4,784,241**	**-**	**11,232,319**	**-**	**13,754,096**	**-**	**14,641,162**	**-**	**14,742,332**	**-**	**14,742,332**
Total All Land Uses	**1,114**	**4,784,241**	**1,405**	**11,232,319**	**1,539**	**13,754,096**	**1,708**	**14,641,162**	**3,398**	**14,742,332**	**4,919**	**14,742,332**

Lathrop LU

Source: City of Lathrop; LWA; EPS.

[1] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[2] Development projections were provided by LWA and are based on land use data provided by the City as of February, 2020. Includes development projections in Central Lathrop, Mossdale Landing, South Lathrop, Lathrop Gateway, Crossroads, Historic/East Lathrop, and Sharpe Depot.

[3] Includes development projections in the South Lathrop Specific Plan.

[4] For the purpose of this analysis, low density residential is considered to be owner-occupied and high density residential is assumed to be renter-occupied.

[5] Nonresidential commercial land use projections provided by the City reflect a general commercial land use designation. This analysis assumes general commercial will comprise both retail and office land uses. EPS determined a preliminary estimated allocation of retail and office space based on the existing proportion of retail and office space in the City, the City's current General Plan, and the proposed land use plans of anticipated development projects within the EIFD boundary.

Table 2-3
Mossdale Tract Infrastructure Finance Plan
City of Manteca Cumulative Land Use Projections

City of Manteca

Land Use	Cumulative Dwelling Units/Square Footage											
	2025 [1]		2030		2035		2040		2050		Buildout (2060)	
	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.
Development Projections in Current City Limits [2]												
Residential Land Uses [4]												
Low Density Residential	1,057	-	2,180	-	3,171	-	3,559	-	3,559	-	3,559	-
High Density Residential	469	-	738	-	738	-	738	-	738	-	738	-
Subtotal Residential	**1,526**	-	**2,918**	-	**3,909**	-	**4,297**	-	**4,297**	-	**4,297**	-
Nonresidential Land Uses												
Retail Commercial [5]	-	622,825	-	1,704,068	-	2,777,102	-	3,119,274	-	3,519,274	-	3,715,722
Office Commercial [5]	-	155,706	-	426,017	-	694,276	-	779,819	-	879,819	-	928,931
Industrial	-	3,625,609	-	3,998,189	-	4,185,741	-	4,185,741	-	4,185,741	-	4,185,741
Subtotal Nonresidential	**-**	**4,404,141**	**-**	**6,128,274**	**-**	**7,657,119**	**-**	**8,084,834**	**-**	**8,584,834**	**-**	**8,830,394**
Total All Land Uses	**1,526**	**4,404,141**	**2,918**	**6,128,274**	**3,909**	**7,657,119**	**4,297**	**8,084,834**	**4,297**	**8,584,834**	**4,297**	**8,830,394**
Development Projections in Annexation Areas [3]												
Residential Land Uses [4]												
Low Density Residential	276	-	691	-	860	-	860	-	860	-	860	-
Subtotal Residential	**276**	-	**691**	-	**860**	-	**860**	-	**860**	-	**860**	-
Nonresidential Land Uses												
Retail Commercial [5]	-	-	-	-	-	229,500	-	382,500	-	382,500	-	382,500
Industrial	-	-	-	-	-	1,131,402	-	1,885,670	-	1,885,670	-	1,885,670
Subtotal Nonresidential	**-**	**-**	**-**	**-**	**-**	**1,360,902**	**-**	**2,268,170**	**-**	**2,268,170**	**-**	**2,268,170**
Total All Land Uses	**276**	**-**	**691**	**-**	**860**	**1,360,902**	**860**	**2,268,170**	**860**	**2,268,170**	**860**	**2,268,170**
Total City of Manteca Development Projections												
Residential Land Uses [4]												
Low Density Residential	1,333	-	2,871	-	4,031	-	4,419	-	4,419	-	4,419	-
High Density Residential	469	-	738	-	738	-	738	-	738	-	738	-
Subtotal Residential	**1,802**	-	**3,609**	-	**4,769**	-	**5,157**	-	**5,157**	-	**5,157**	-
Nonresidential Land Uses												
Retail Commercial [5]	-	622,825	-	1,704,068	-	3,006,602	-	3,501,774	-	3,901,774	-	4,098,222
Office Commercial [5]	-	155,706	-	426,017	-	694,276	-	779,819	-	879,819	-	928,931
Industrial	-	3,625,609	-	3,998,189	-	5,317,143	-	6,071,411	-	6,071,411	-	6,071,411
Subtotal Nonresidential	**-**	**4,404,141**	**-**	**6,128,274**	**-**	**9,018,021**	**-**	**10,353,004**	**-**	**10,853,004**	**-**	**11,098,564**
Total All Land Uses	**1,802**	**4,404,141**	**3,609**	**6,128,274**	**4,769**	**9,018,021**	**5,157**	**10,353,004**	**5,157**	**10,853,004**	**5,157**	**11,098,564**

lu manteca

Source: City of Manteca; LWA; EPS.

[1] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[2] Development projections were provided by LWA and are based on land use data provided by the City as of February, 2020. Includes development projections in railroad Industrial Area, Center Point South, Telles and Willson, Villa Ticino West, Yosemite Greens, Kiper, Alma Apartments, Yosemite/Fishback, Family Entertainment Zone, Embarcadero, Airport/Daniels, Highway 120, Oakwood Trails, Denali, Sundance, The Trails of Manteca, Cerri, Terra Ranch, Wackerly, Lewis Estates, and Oleander.

[3] Includes development projections in the Manteca Annexation Area, and Oakwood Shores.

[4] For the purpose of this analysis, low density residential is considered to be owner-occupied and high density residential is assumed to be renter-occupied.

[5] Nonresidential commercial land use projections provided by the City reflect a general commercial land use designation. This analysis assumes general commercial will comprise both retail and office land uses. EPS determined a preliminary estimated allocation of retail and office space based on the existing proportion of retail and office space in the City, the City's current General Plan, and the proposed land use plans of anticipated development projects within the EIFD boundary.

Table 2-4
Mossdale Tract Infrastructure Finance Plan
City of Stockton Cumulative Land Use Projections

City of Stockton

Land Use	Cumulative Dwelling Units/Building Square Footage											
	2025 [1]		2030		2035		2040		2050		Buildout (2060)	
	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.
Development Projections in Current City Limits [2]												
Residential Land Uses [4]												
Low Density Residential	187	-	187	-	187	-	187	-	187	-	187	-
High Density Residential	75	-	375	-	695	-	888	-	888	-	888	-
Subtotal Residential	**262**	**-**	**562**	**-**	**882**	**-**	**1,075**	**-**	**1,075**	**-**	**1,075**	**-**
Nonresidential Land Uses												
Retail Commercial [5]	-	151,652	-	239,152	-	326,652	-	414,152	-	589,152	-	609,207
Office Commercial [5]	-	64,994	-	102,494	-	139,994	-	177,494	-	252,494	-	261,089
Industrial	-	-	-	-	-	1,104,150	-	2,864,525	-	3,920,750	-	3,920,750
Subtotal Nonresidential	**-**	**216,645**	**-**	**341,645**	**-**	**1,570,795**	**-**	**3,456,170**	**-**	**4,762,395**	**-**	**4,791,045**
Total All Land Uses	**262**	**216,645**	**562**	**341,645**	**882**	**1,570,795**	**1,075**	**3,456,170**	**1,075**	**4,762,395**	**1,075**	**4,791,045**
Development Projections in Annexation Areas [3]												
Nonresidential Land Uses												
Retail Commercial [5]	-	162,500	-	512,500	-	887,500	-	1,287,500	-	2,028,500	-	2,433,600
Subtotal Nonresidential	**-**	**162,500**	**-**	**512,500**	**-**	**887,500**	**-**	**1,287,500**	**-**	**2,028,500**	**-**	**2,433,600**
Total All Land Uses	**-**	**162,500**	**-**	**512,500**	**-**	**887,500**	**-**	**1,287,500**	**-**	**2,028,500**	**-**	**2,433,600**
Total City of Stockton Development Projections												
Residential Land Uses [4]												
Low Density Residential	187	-	187	-	187	-	187	-	187	-	187	-
High Density Residential	75	-	375	-	695	-	888	-	888	-	888	-
Subtotal Residential	**262**	**-**	**562**	**-**	**882**	**-**	**1,075**	**-**	**1,075**	**-**	**1,075**	**-**
Nonresidential Land Uses												
Retail Commercial [5]	-	314,152	-	751,652	-	1,214,152	-	1,701,652	-	2,617,652	-	3,042,807
Office Commercial [5]	-	64,994	-	102,494	-	139,994	-	177,494	-	252,494	-	261,089
Industrial	-	-	-	-	-	1,104,150	-	2,864,525	-	3,920,750	-	3,920,750
Subtotal Nonresidential	**-**	**379,145**	**-**	**854,145**	**-**	**2,458,295**	**-**	**4,743,670**	**-**	**6,790,895**	**-**	**7,224,645**
Total All Land Uses	**262**	**379,145**	**562**	**854,145**	**882**	**2,458,295**	**1,075**	**4,743,670**	**1,075**	**6,790,895**	**1,075**	**7,224,645**

Stockton LU

Source: City of Stockton; LWA; EPS.

[1] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[2] Development projections were provided by LWA and are based on land use data provided by the City as of February, 2020. Includes development projections in Weston Ranch and the South Airport Area.

[3] Includes development projections in the future Stockton Annexation Area.

[4] For the purpose of this analysis, low density residential is considered to be owner-occupied and high density residential is assumed to be renter-occupied.

[5] Nonresidential commercial land use projections provided by the City reflect a general commercial land use designation. This analysis assumes general commercial will comprise both retail and office land uses. EPS determined a preliminary estimated allocation of retail and office space based on the existing proportion of retail and office space in the City, the City's current General Plan, and the proposed land use plans of anticipated development projects within the EIFD boundary.

EIFD-Financed Facilities

The EIFD is authorized to finance the purchase, construction, expansion, improvement, or rehabilitation of the facilities described herein. These facilities have an estimated useful life of 15 years or longer and are projects of communitywide significance that provide significant benefits to the EIFD or the surrounding community. Any facilities located outside the boundaries of the EIFD have a tangible connection to the work of the EIFD. The EIFD will also finance planning and design activities that are directly related to the purchase, construction, expansion, or rehabilitation of these facilities. Facilities authorized to be financed by an EIFD pursuant to State law can include the following infrastructure projects:

- The ongoing or capitalized costs to maintain public capital facilities financed in whole or in part by the EIFD.
- Highways, interchanges, ramps and bridges, arterial streets, parking facilities, and transit facilities.
- Sewage treatment and water reclamation plants and interceptor pipes.
- Facilities for the collection and treatment of water for urban uses.
- Flood control levees and dams, retention basins, and drainage channels.
- Parks, recreational facilities, and open space.
- Facilities for the transfer and disposal of solid waste, including transfer stations and vehicles.
- The development of projects on a former military base, provided the projects are consistent with the military base authority reuse plan and are approved by the military base reuse authority, if applicable.
- Acquisition, construction, or repair of industrial structures for private use.

All EIFD-eligible infrastructure projects would need to be constructed according to applicable standards set by USACE, DWR and SJAFCA. Below are descriptions of the types of costs authorized to be Mossdale Tract Area EIFD-financed.

Description and Estimated Cost of EIFD Facilities

Cost estimates for EIFD facilities are derived from the SJAFCA Mossdale Tract Area ULDC Climate Change Adjustment Consolidated Cost Estimate, prepared by Kjeldsen Sinnock Neudeck Civil Engineers and Land Surveyors, dated January 29, 2021. Total estimated costs for Mossdale Tract Area EIFD facilities equal approximately $230.0 million (in 2021 dollars). The estimated costs are based on the following types of Mossdale Tract Area EIFD-eligible facilities: flood improvement facilities and incidental expenses, as described in the following sections.

Flood Improvement Facilities

The EIFD is authorized to finance the purchase, construction, expansion, improvement, or rehabilitation of the facilities described herein. These facilities have an estimated useful life of 15 years or longer and are public facilities of communitywide significance that provide significant benefits to the EIFD or the surrounding community. Any facilities located outside the boundaries of the EIFD shall have a tangible connection to the work of the EIFD. The EIFD will also finance planning and design activities that are directly related to the purchase, construction, expansion, or rehabilitation of these facilities. Facilities authorized to be financed by the EIFD include public flood control facilities, including but not limited to public flood risk reduction infrastructure associated with ensuring that the resulting levee system complies with the Urban Levee Design Criteria promulgated by the California DWR and SJAFCA Resolution No. 19-06 and SJAFCA's Adopted Policy for Adapting Design Standards for the Mossdale Tract Area of SJAFCA in light of Climate Change.

Incidental Expenses

In addition to the direct costs of the above facilities, other incidental expenses as authorized by EIFD Law include but are not limited to the cost of engineering, planning, and surveying; construction staking; utility relocation and demolition costs incidental to the construction of the facilities; costs of project/construction management; costs (including the costs of legal services) associated with the creation of the EIFD; issuance of bonds or other debt; costs incurred by the ATEs or the EIFD in connection with the division of taxes pursuant to Government Code section 53398.75; costs otherwise incurred to carry out the authorized purposes of the EIFD; and any other expenses incidental to the formation and implementation of the EIFD and to the construction, completion, inspection, and acquisition of the authorized facilities.

EIFD-Funded Facilities

The following sections required by EIFD Law describe how EIFD facilities may be constructed, whether privately or publicly. The EIFD and the IFP are flexible to fund public facilities that may be constructed entirely privately; jointly by the private sector and one or more public-sector agencies, including the PFA, SJAFCA, or the ATEs; or entirely constructed by a public-sector agency. At the time of EIFD formation, it is anticipated that the PFA will provide funding for development of EIFD-funded facilities with SJAFCA in charge of development of facilities.

Facilities to Be Provided by the Private Sector

Public facilities constructed by the private sector may be eligible for reimbursement from the PFA through funds generated by the EIFD, development impact fees, or land-secured financing districts, such as Mello-Roos Community Facilities Districts (CFDs) or Assessment Districts (ADs).

Facilities to Be Provided by the Public Sector Without Assistance from the EIFD

Separate from EIFD-funded facilities, specifically related to overall development of the Mossdale Tract Area, the PFA may use available funds to construct eligible public infrastructure, such as ATE-imposed development impact fees, or funds from other available sources. The provisions of this IFP do not preclude any public-sector entity from providing facilities without assistance from the EIFD.

Facilities Provided Jointly by Private Sector and Governmental Entities

It is possible that EIFD-funded facilities may be funded by some combination of private and governmental entity (PFA, SJAFCA, or ATE) effort. This IFP does not preclude this potential outcome.

Goals and Communitywide Benefits of EIFD-Funded Facilities

Policy Goals

The existing RD 17 levees protecting the Mossdale Tract Area and planned RD 17 improvements do not meet the updated DWR ULDC standards, and existing levees are not certified to provide 200-year flood protection. Accordingly, the goal of the Mossdale Tract Area EIFD is to fund facilities to achieve ULOP.

Each EIFD-funded infrastructure facility being financed is required to further the goal of achieving adequate flood protection. To achieve required ULOP, the primary goal in financing EIFD-eligible infrastructure is to improve regional infrastructure and prepare for climate change uncertainties.

Community Benefits

Investment in EIFD-funded public facilities is anticipated to leverage private investment in the development of improved flood protection facilities. The County and surrounding region would recognize one-time and ongoing economic benefits from these investments. Absent proper flood protection facilities, development in the region **would likely** come to a halt **and may result in a** decrease in overall property values for existing development, as well as a reduction in assessed value resulting from new development and reduced revenues for all ATEs. Adequate flood protection will allow ATEs to make findings related to the provision of 200-year or ULOP, which is required to approve discretionary land use decisions for nonresidential projects and ministerial land use decisions (building permits) for new residential buildings.

Consistency with General Plans

By adopting this IFP, the Mossdale Tract Area EIFD PFA finds and declares this IFP is consistent with the General Plans of each ATE, as required by EIFD Law.

Regional Significance

By adopting this IFP, the Mossdale Tract Area EIFD PFA finds and declares the facilities and development projects planned as of this date are of regional significance and provide significant benefits to the area comprising and greater than the area of the Mossdale Tract Area EIFD, as described above.

3. Financing Section

This chapter describes the financing of Mossdale Tract Area EIFD facilities and the maximum portion of property tax increment revenues that may be dedicated to the Mossdale Tract Area EIFD. Estimates of Mossdale Tract Area EIFD revenues are described in this chapter, as well as the estimated fiscal impacts of the proposed new development on the General Fund of each ATE.

Allocation of Revenues to EIFD

Contingent Nature of Annual Allocation of Tax Revenues by ATEs

The annual allocation of tax revenues to the Mossdale Tract Area EIFD by each ATE is contingent upon the Mossdale Tract Area EIFD PFA's use of such increment to pay for the costs (including debt service) of authorized facilities, projects, or services and to accomplish other authorized Mossdale Tract Area EIFD purposes. Each annual allocation of tax revenues to the Mossdale Tract Area EIFD under this IFP shall be subject to this condition (unless financial market considerations require otherwise).

Description of Tax Revenues Allocated by each ATE to the Mossdale Tract Area EIFD

Revenues shall be allocated to the Mossdale Tract Area EIFD in accordance with section 53398.75. More specifically, that portion of the property taxes levied on taxable property within the boundary of the Mossdale Tract Area EIFD after the effective date of the resolution adopted to establish the Mossdale Tract Area EIFD shall be allocated as follows:

(1) That portion of the taxes that would be produced by the rate on which the tax is levied each year by or for the ATE, as the only ATEs that have agreed to participate pursuant to Section 53398.68, on the total sum of the assessed value of the taxable property in the Mossdale Tract Area EIFD, located in each ATE as shown on the assessment roll used in connection with the taxation of the property by the ATE, last equalized before the effective date of the resolution adopted pursuant to Section 53398.69 to create the Mossdale Tract Area EIFD, shall be allocated to, and when collected shall be paid to, the ATE as taxes by or for the ATE on all other property are paid.

(2) That portion of the levied taxes each year specified in this IFP for the ATE, as the sole ATEs that have agreed to participate pursuant to Section 53398.68, in excess of the amount specified in paragraph (1) shall be allocated in part to, and when collected shall be paid into a special fund of, the Mossdale Tract Area EIFD for all lawful purposes of the Mossdale Tract Area EIFD, based on agreed upon allocation rates. Unless and until the total assessed valuation of the taxable property in the Mossdale Tract Area EIFD exceeds

the total assessed value of the taxable property in the Mossdale Tract Area EIFD as shown by the last equalized assessment roll referred to in paragraph (1), all of the taxes levied and collected on the taxable property in the Mossdale Tract Area EIFD shall be paid to the ATE. When the Mossdale Tract Area EIFD ceases to exist pursuant to this IFP, all moneys thereafter received from taxes on the taxable property in the Mossdale Tract Area EIFD shall be paid to the ATE as taxes on all other property are paid.

Notwithstanding the foregoing, because the Mossdale Tract Area EIFD's boundaries overlap with the boundaries of a former redevelopment project area, any debt or obligation of the Mossdale Tract Area EIFD shall be subordinate to any and all enforceable obligations of the former redevelopment agency, as approved by the Oversight Board and the Department of Finance. For the purposes hereof, the division of taxes allocated to the Mossdale Tract Area EIFD pursuant to the foregoing shall not include any taxes required to be deposited by the County auditor-controller into the Redevelopment Property Tax Trust Fund created pursuant to subdivision (b) of Section 34170.5 of the Health and Safety Code.

In addition, the net available revenue annually allocated to the ATE shall be allocated to, and, when collected shall be apportioned in part to, a special fund of the Mossdale Tract Area EIFD for all lawful purposes of the Mossdale Tract Area EIFD, based on agreed upon allocation rates. For the purposes of this IFP, "net available revenue" means periodic distributions to the ATE from the Redevelopment Property Tax Trust Fund, created pursuant to Section 34170.5 of the Health and Safety Code, that are available to the ATE after all preexisting legal commitments and statutory obligations funded from that revenue are made pursuant to Part 1.85 (commencing with Section 34170) of Division 24 of the Health and Safety Code. Net available revenue shall not include any funds deposited by the County auditor-controller into the Redevelopment Property Tax Trust Fund or funds remaining in the Redevelopment Property Tax Trust Fund before distribution and shall not include any moneys payable to a school district that maintains kindergarten and grades 1 to 12, inclusive, community college districts, County office of education, or to the Educational Revenue Augmentation Fund, pursuant to paragraph (4) of subdivision (a) of Section 34183 of the Health and Safety Code. The net available revenue is also sometimes referred to in this IFP as RPTTF revenue.

In addition, the Mossdale Tract Area EIFD shall not be prevented from using revenues from any of the sources set forth in EIFD Law or other applicable law to support its activities, provided the applicable voter approval has been obtained (if applicable).

Maximum Portion of Incremental Tax Revenue Committed to EIFD

The ATEs are only pledging incremental property tax revenues to the Mossdale Tract Area EIFD and are not pledging other sources of eligible revenues. As described in this Financing Section, incremental property tax revenues may only include property tax revenues. The maximum portion of incremental property tax revenues (as defined above)

the ATEs are proposed to commit to the EIFD varies in the Initial Years and the subsequent years (through buildout in 2060). During the Initial Years, the City of Lathrop and the County each commit to contribute a maximum base flat rate of 10 percent of their tax increment, the City of Manteca commits to a maximum rate of 5 percent, and the City of Stockton committed to a maximum rate of 1 percent. In addition, the County will contribute an 37 percent of additional tax increment in the Initial Years (defined previously as the County Additional EIFD Contribution), resulting in a maximum tax allocation of 47 percent for the County in the Initial Years. After the Initial Years (2030 and after), each jurisdiction agrees to provide a maximum allocation of 20 percent.

Based on annual EIFD revenue requirements accounting for anticipated EIFD expenditures and other revenue source, including but not limited to development fee revenue, and an additional 10 percent cost contingency factor, it is anticipated that the required rate of allocation for each ATE following the Initial Years would be lower than the maximum tax allocation. The Variable Tax Rate Scenario included in this IFP reflects a potential allocation scenario, based on current cost and development projections. As shown in **Table 3-1**, the EIFD contribution rates are consistent between both scenarios in the Initial Years. Under the Variable Tax Rate Scenario, beginning in FY ending 2030, the anticipated allocation rate adjusts to 13 percent for all ATEs and decreases to 9.5 percent in FY ending 2033 and 4.5 percent in FY ending 2044.

Table 3-1. EIFD Contribution Rates by Scenario

	EIFD Contribution Rate			
Affected Taxing Entity	Initial Years (2021-2029)	2030 - 2032	2033 - 2043	2044 -2061
Maximum Tax Rate Scenario				
City of Lathrop	10.0%	20.0%	20.0%	20.0%
City of Manteca	5.0%	20.0%	20.0%	20.0%
City of Stockton	1.0%	20.0%	20.0%	20.0%
San Joaquin County	47.3%	20.0%	20.0%	20.0%
Variable Tax Rate Scenario				
City of Lathrop	10.0%	13.0%	9.5%	4.5%
City of Manteca	5.0%	13.0%	9.5%	4.5%
City of Stockton	1.0%	13.0%	9.5%	4.5%
San Joaquin County	47.3%	13.0%	9.5%	4.5%

Tax Revenue Projections

Tax revenues available to the Mossdale Tract Area EIFD will be based on each ATE's share of property tax revenue attributable to the growth in taxable assessed value in the Mossdale Tract Area EIFD beginning FY 2022-23. Property tax revenue is collected by the County Tax Collector through a 1.0 percent general tax levy on the taxable assessed value of all real property. The 1.0 percent property tax levy is collected and distributed to agencies in the County's geographic area, including the County, cities, school districts, and special districts, in accordance with applicable State statutes.

This section describes anticipated Mossdale Tract Area EIFD revenues by year, with consideration to the statutory framework dictating the distribution of property tax revenues as that framework may change over time. **Tables 3-2** and **3-3** summarize the Mossdale Tract Area EIFD revenue projections by year under each tax rate scenario, and the following sections offer a detailed description of the analysis supporting the revenue projections. **Table 3-2** provides the revenue projections under the Maximum Tax Rate Scenario and **Table 3-3** provides the revenue projections under the Variable Tax Rate Scenario.

It is important to note that the amounts shown in **Tables 3-2** and **3-3** are based on the best information available regarding the amount, timing, and value of future development in the Mossdale Tract Area EIFD, as provided by the ATEs. However, because of uncertainty regarding the timing of Mossdale Tract Area EIFD development, the actual revenues will be different than the projections contained herein.

Under both scenarios, EIFD revenue estimates are based on the Initial Base Rates for all jurisdictions in the Initial Years, including the County Additional EIFD Contribution.

Following the Initial Years, the assumed allocation varies between scenarios as described in the previous section and shown on **Table 3-1**. **Figures 3-1** through **3-4** illustrate the Annual EIFD rates and revenues under both scenarios for each jurisdiction.

Table 3-2
Mossdale Tract Infrastructure Finance Plan
Estimated Annual EIFD Revenues for Fiscal Years 2021-22 through 2060-61 (Real $)

Fiscal Year	Estimated EIFD Revenues - Maximum Tax Rate				
	Lathrop	Manteca	Stockton	County	Total
2021	$0	$0	$0	$0	$0
2022	$0	$0	$0	$0	$0
2023	$58,543	$19,577	$2,200	$824,980	$905,301
2024	$110,211	$53,516	$4,488	$1,830,667	$1,998,882
2025	$152,452	$80,855	$6,118	$2,645,921	$2,885,345
2026	$198,704	$117,093	$7,268	$3,587,088	$3,910,153
2027	$246,620	$145,464	$9,059	$4,480,487	$4,881,630
2028	$298,458	$170,849	$10,983	$5,384,239	$5,864,529
2029	$348,069	$196,197	$12,358	$6,243,715	$6,800,338
2030	$396,739	$223,603	$13,783	$7,129,499	$7,763,624
2031	$905,984	$1,008,331	$305,195	$3,529,660	$5,749,170
2032	$983,638	$1,128,010	$335,816	$3,903,751	$6,351,216
2033	$1,064,452	$1,252,569	$375,180	$4,303,609	$6,995,811
2034	$1,146,633	$1,386,011	$435,792	$4,753,615	$7,722,051
2035	$1,231,389	$1,525,845	$496,835	$5,220,212	$8,474,281
2036	$1,315,091	$1,647,858	$560,704	$5,663,343	$9,186,996
2037	$1,402,023	$1,761,436	$627,513	$6,106,713	$9,897,686
2038	$1,479,404	$1,862,013	$697,382	$6,522,908	$10,561,707
2039	$1,559,482	$1,952,431	$765,085	$6,896,526	$11,173,524
2040	$1,642,349	$2,046,328	$831,909	$7,279,868	$11,800,454
2041	$1,750,411	$2,140,733	$903,243	$7,717,436	$12,511,823
2042	$1,863,851	$2,220,605	$977,664	$8,149,306	$13,211,426
2043	$1,981,839	$2,303,073	$1,055,292	$8,598,077	$13,938,281
2044	$2,104,544	$2,388,220	$1,136,501	$9,065,367	$14,694,632
2045	$2,232,144	$2,476,134	$1,195,175	$9,513,091	$15,416,544
2046	$2,364,821	$2,566,902	$1,255,903	$9,977,456	$16,165,082
2047	$2,502,766	$2,660,619	$1,318,753	$10,459,056	$16,941,194
2048	$2,646,176	$2,757,378	$1,382,799	$10,954,502	$17,740,854
2049	$2,795,254	$2,857,278	$1,448,018	$11,464,050	$18,564,599
2050	$2,950,210	$2,960,420	$1,515,462	$11,992,248	$19,418,340
2051	$3,111,264	$3,066,909	$1,585,205	$12,539,755	$20,303,134
2052	$3,277,223	$3,176,853	$1,658,086	$13,105,822	$21,217,984
2053	$3,449,654	$3,290,364	$1,727,305	$13,684,918	$22,152,240
2054	$3,628,798	$3,407,556	$1,798,739	$14,284,900	$23,119,993
2055	$3,814,901	$3,528,548	$1,872,461	$14,906,501	$24,122,411
2056	$4,008,221	$3,652,570	$1,948,542	$15,549,237	$25,158,570
2057	$4,209,023	$3,771,148	$2,027,593	$16,204,094	$26,211,858
2058	$4,417,581	$3,893,283	$2,105,939	$16,869,187	$27,285,991
2059	$4,634,181	$4,019,083	$2,186,717	$17,557,538	$28,397,519
2060	$4,859,116	$4,148,657	$2,270,002	$18,269,943	$29,547,718
2061	$5,027,692	$4,282,117	$2,355,871	$18,898,650	$30,564,330
Total	**$82,169,913**	**$82,146,438**	**$39,222,938**	**$356,067,934**	**$559,607,223**

EIFD Rev

Source: EPS.

Table 3-3
Mossdale Tract Infrastructure Finance Plan
Estimated Annual EIFD Revenues for Fiscal Years 2021-22 through 2060-61 (Real $)

Fiscal Year	Estimated EIFD Revenues - Variable Tax Rate				
	Lathrop	Manteca	Stockton	County	Total
2021	$0	$0	$0	$0	$0
2022	$0	$0	$0	$0	$0
2023	$58,543	$19,577	$2,200	$824,980	$905,301
2024	$110,211	$53,516	$4,488	$1,830,667	$1,998,882
2025	$152,452	$80,855	$6,118	$2,645,921	$2,885,345
2026	$198,704	$117,093	$7,268	$3,587,088	$3,910,153
2027	$246,620	$145,464	$9,059	$4,480,487	$4,881,630
2028	$298,458	$170,849	$10,983	$5,384,239	$5,864,529
2029	$348,069	$196,197	$12,358	$6,243,715	$6,800,338
2030	$396,739	$223,603	$13,783	$7,129,499	$7,763,624
2031	$588,890	$655,415	$198,377	$2,294,279	$3,736,961
2032	$639,365	$733,207	$218,281	$2,537,438	$4,128,290
2033	$691,894	$814,170	$243,867	$2,797,346	$4,547,277
2034	$544,651	$658,355	$207,001	$2,257,967	$3,667,974
2035	$584,910	$724,777	$235,997	$2,479,601	$4,025,284
2036	$624,668	$782,732	$266,334	$2,690,088	$4,363,823
2037	$665,961	$836,682	$298,069	$2,900,689	$4,701,401
2038	$702,717	$884,456	$331,256	$3,098,381	$5,016,811
2039	$740,754	$927,405	$363,415	$3,275,850	$5,307,424
2040	$780,116	$972,006	$395,157	$3,457,937	$5,605,216
2041	$831,445	$1,016,848	$429,041	$3,665,782	$5,943,116
2042	$885,329	$1,054,788	$464,390	$3,870,920	$6,275,427
2043	$941,373	$1,093,960	$501,264	$4,084,087	$6,620,684
2044	$999,658	$1,134,405	$539,838	$4,306,049	$6,979,950
2045	$502,232	$557,130	$268,914	$2,140,446	$3,468,722
2046	$532,085	$577,553	$282,578	$2,244,928	$3,637,143
2047	$563,122	$598,639	$296,719	$2,353,288	$3,811,769
2048	$595,390	$620,410	$311,130	$2,464,763	$3,991,692
2049	$628,932	$642,887	$325,804	$2,579,411	$4,177,035
2050	$663,797	$666,094	$340,979	$2,698,256	$4,369,126
2051	$700,034	$690,055	$356,671	$2,821,445	$4,568,205
2052	$737,375	$714,792	$373,069	$2,948,810	$4,774,046
2053	$776,172	$740,332	$388,644	$3,079,107	$4,984,254
2054	$816,479	$766,700	$404,716	$3,214,103	$5,201,998
2055	$858,353	$793,923	$421,304	$3,353,963	$5,427,542
2056	$901,850	$821,828	$438,422	$3,498,578	$5,660,678
2057	$947,030	$848,508	$456,208	$3,645,921	$5,897,668
2058	$993,956	$875,989	$473,836	$3,795,567	$6,139,348
2059	$1,042,691	$904,294	$492,011	$3,950,446	$6,389,442
2060	$1,093,301	$933,448	$510,750	$4,110,737	$6,648,236
2061	$1,131,231	$963,476	$530,071	$4,252,196	$6,876,974
Total	**$25,515,558**	**$26,012,419**	**$11,430,371**	**$128,994,973**	**$191,953,322**

EIFD Rev Var

Source: EPS.

Figure 3-1

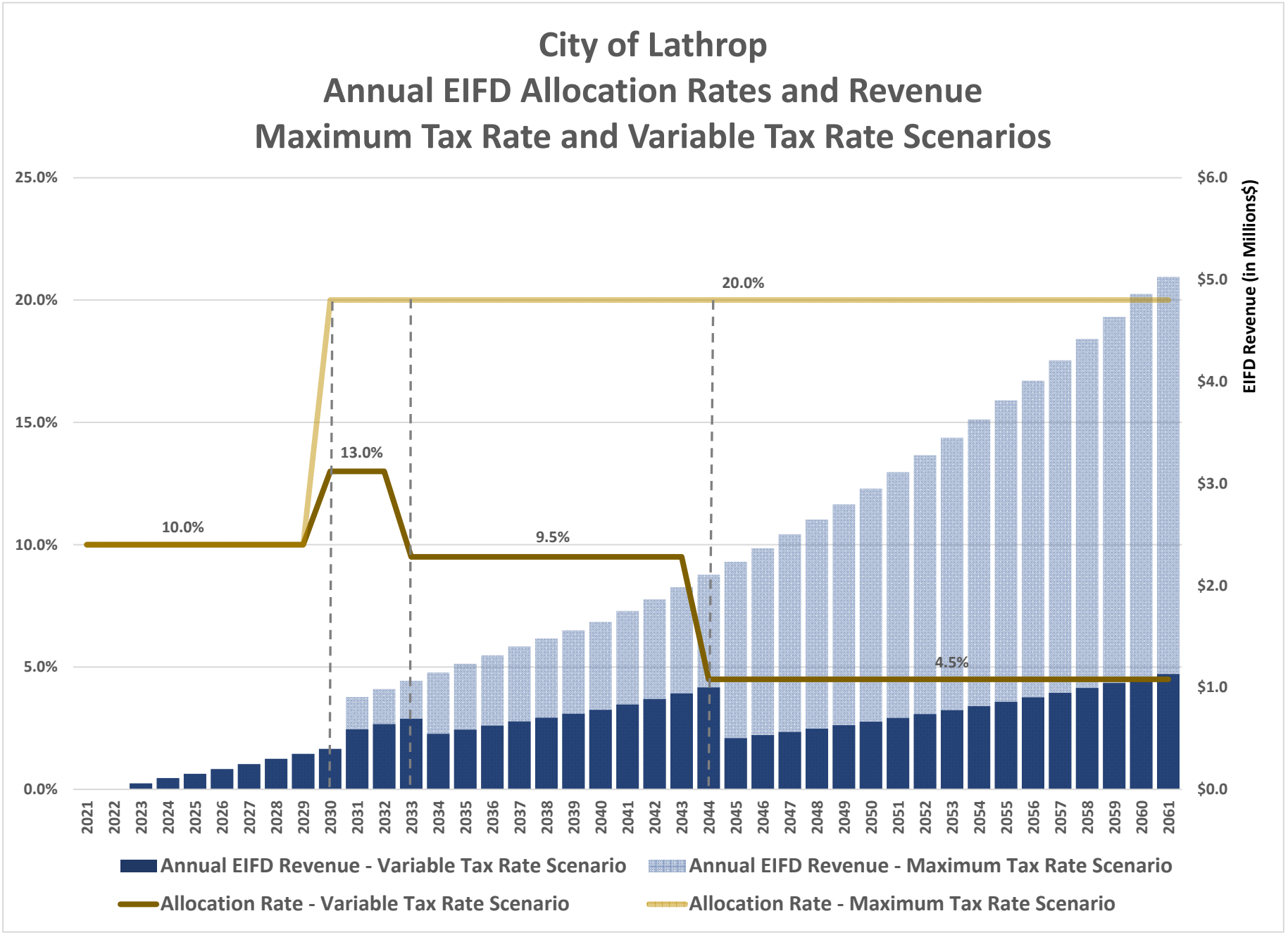

City of Lathrop
Annual EIFD Allocation Rates and Revenue
Maximum Tax Rate and Variable Tax Rate Scenarios
25.0%
20.0%
15.0%
10.0%
5.0%
0.0%
$6.0
$5.0
$4.0
$3.0
$2.0
$1.0
$0.0
EIFD Revenue (in Millions$)
10.0%
13.0%
9.5%
20.0%
4.5%
2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061
Annual EIFD Revenue - Variable Tax Rate Scenario
Annual EIFD Revenue - Maximum Tax Rate Scenario
Allocation Rate - Variable Tax Rate Scenario
Allocation Rate - Maximum Tax Rate Scenario

Figure 3-2

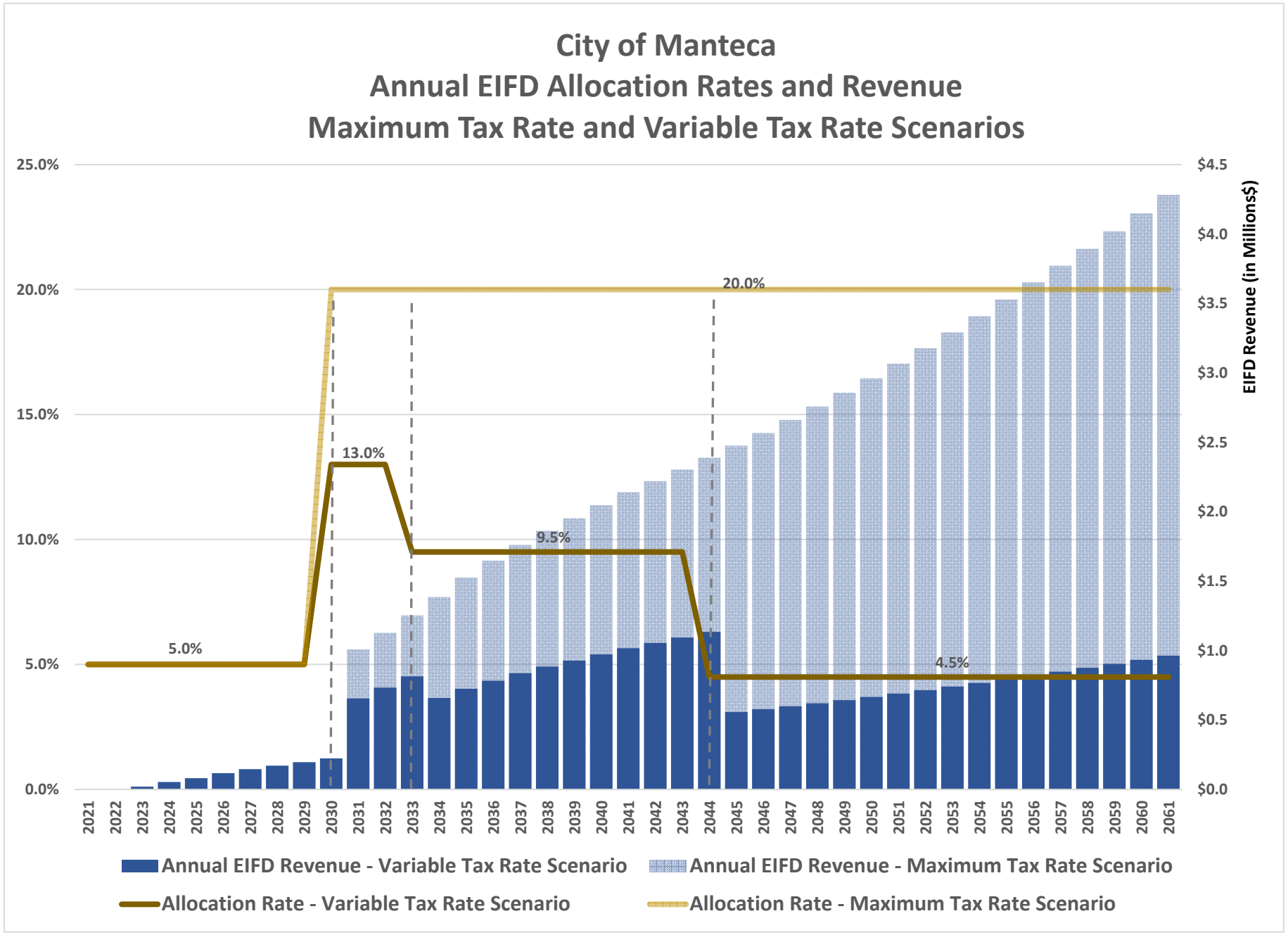

City of Manteca
Annual EIFD Allocation Rates and Revenue
Maximum Tax Rate and Variable Tax Rate Scenarios
25.0%
20.0%
15.0%
10.0%
5.0%
0.0%
$4.5
$4.0
$3.5
$3.0
$2.5
$2.0
$1.5
$1.0
$0.5
$0.0
EIFD Revenue (in Millions$)
20.0%
13.0%
9.5%
5.0%
4.5%
2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061
Annual EIFD Revenue - Variable Tax Rate Scenario
Annual EIFD Revenue - Maximum Tax Rate Scenario
Allocation Rate - Variable Tax Rate Scenario
Allocation Rate - Maximum Tax Rate Scenario

Figure 3-3

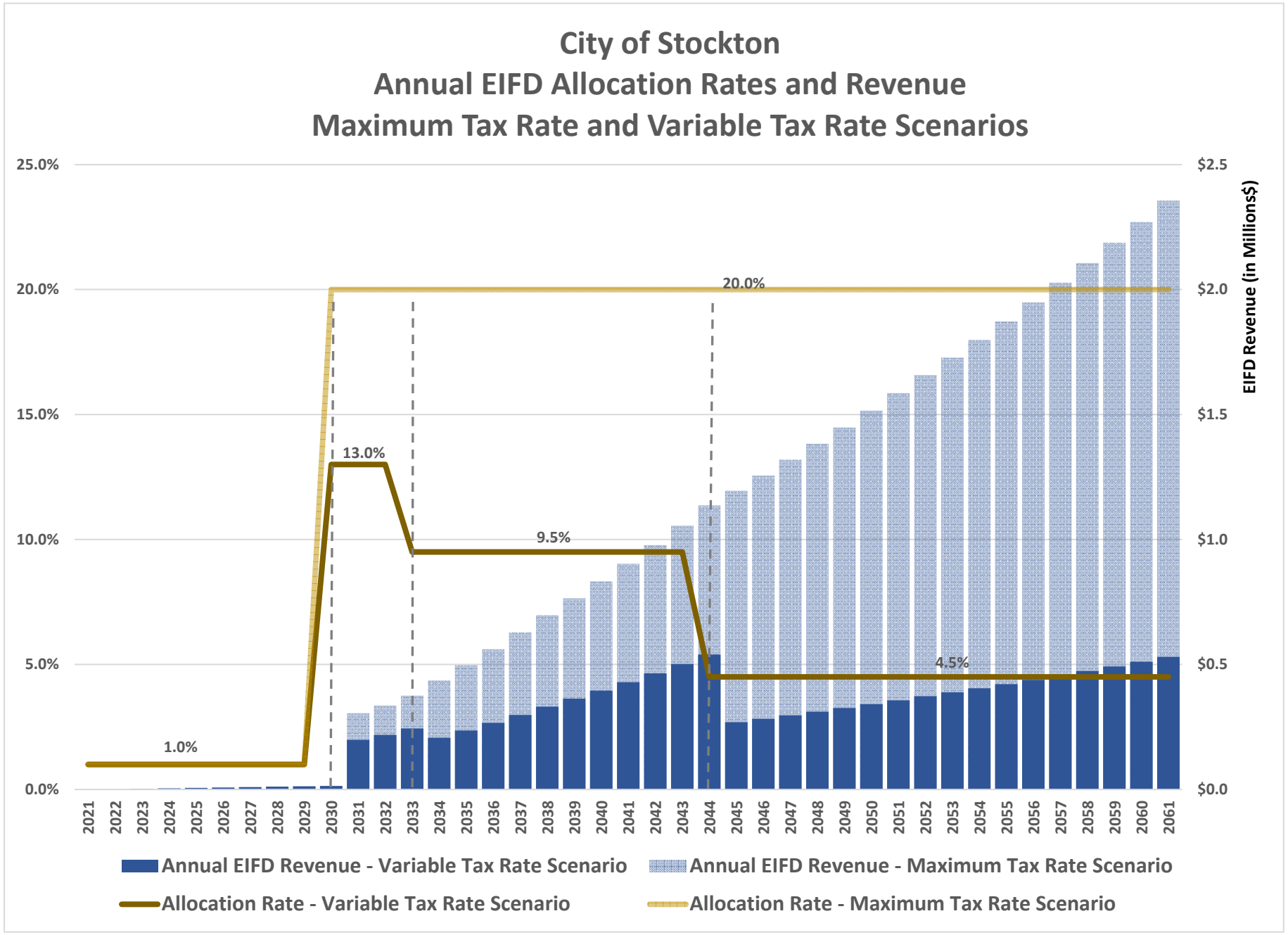
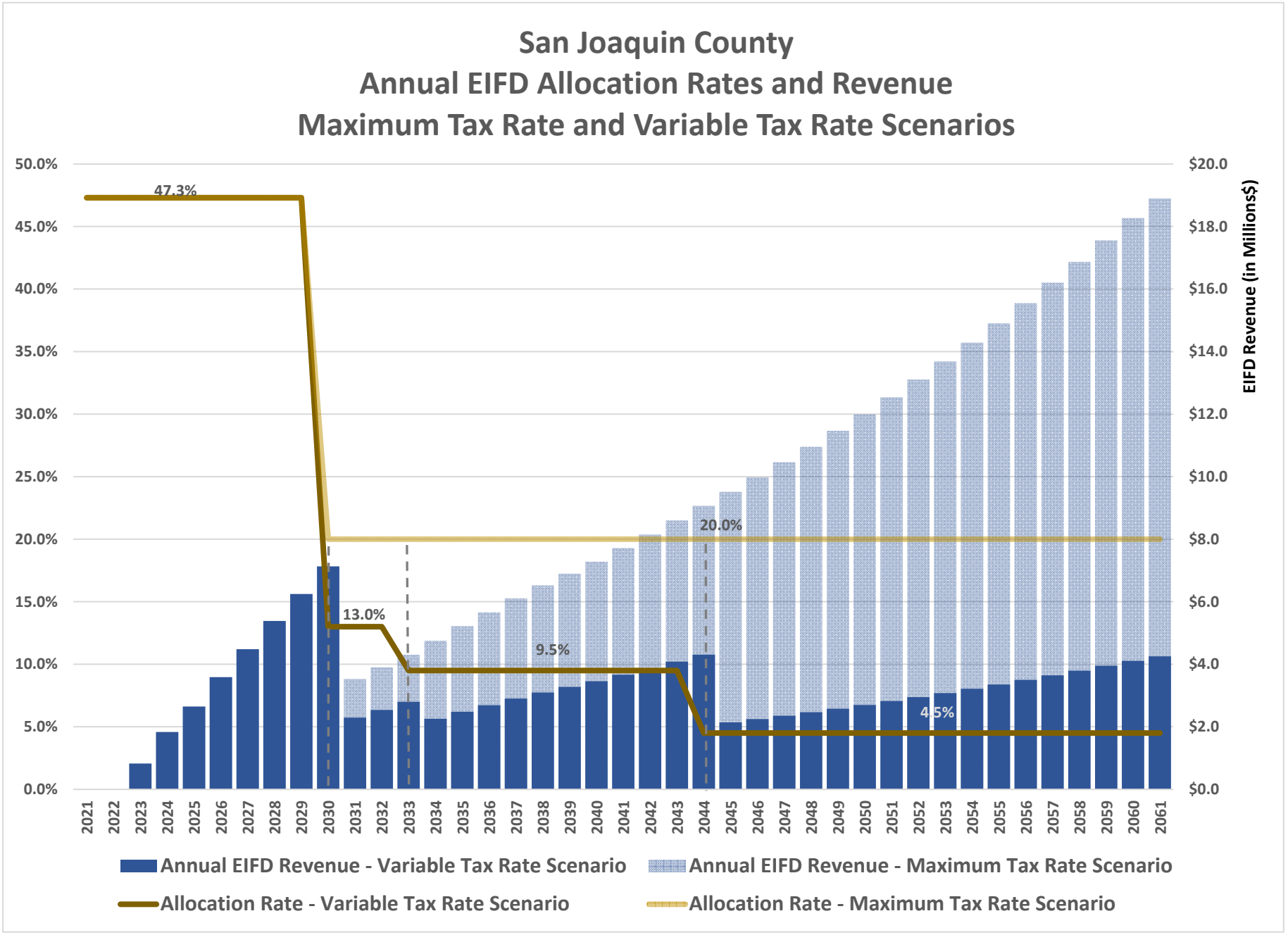

City of Stockton
Annual EIFD Allocation Rates and Revenue
Maximum Tax Rate and Variable Tax Rate Scenarios
25.0%
20.0%
15.0%
10.0%
5.0%
0.0%
$2.5
$2.0
$1.5
$1.0
$0.5
$0.0
EIFD Revenue (in Millions$)
20.0%
13.0%
9.5%
4.5%
1.0%
2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061
Annual EIFD Revenue - Variable Tax Rate Scenario
Annual EIFD Revenue - Maximum Tax Rate Scenario
Allocation Rate - Variable Tax Rate Scenario
Allocation Rate - Maximum Tax Rate Scenario

Figure 3-4


San Joaquin County
Annual EIFD Allocation Rates and Revenue
Maximum Tax Rate and Variable Tax Rate Scenarios
50.0%
45.0%
40.0%
35.0%
30.0%
25.0%
20.0%
15.0%
10.0%
5.0%
0.0%
$20.0
$18.0
$16.0
$14.0
$12.0
$10.0
$8.0
$6.0
$4.0
$2.0
$0.0
EIFD Revenue (in Millions$)
47.3%
20.0%
13.0%
9.5%
4.5%
2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061
Annual EIFD Revenue - Variable Tax Rate Scenario
Annual EIFD Revenue - Maximum Tax Rate Scenario
Allocation Rate - Variable Tax Rate Scenario
Allocation Rate - Maximum Tax Rate Scenario

Financing Plan

At the time of EIFD formation, it is expected that all of the facilities will be publicly constructed. However, it is possible that a portion of the facilities could be privately constructed. The EIFD is just one of at least a few funding sources that will be used to construct or reimburse for the construction of the Phase 4 SJAFCA Project. The Financing Plan to fund the design, environmental review, permitting, and construction of ULOP improvements anticipates funding from at least the following sources:

- Existing RD 17 assessment.
- Existing Regional SJAFCA 200-Year DIF.
- New special benefit OAD.
- State grant revenues available from an existing UFRR Agreement with SJAFCA.
- Mossdale Tract Area EIFD.

For any EIFD-eligible improvements that may be privately constructed, the PFA anticipates developers would be responsible for securing financing and other funding sources needed to design and construct the improvements. Once completed and accepted by the appropriate public agency, the constructing entity may be eligible to be reimbursed by EIFD revenues subject to one or more reimbursement agreements executed between the constructing entity and the that appropriate public agency.

Limit on Total Taxes Allocated to the EIFD

The analysis in **Attachment D** informs the estimated number of dollars of tax revenue that may be allocated to the Mossdale Tract Area EIFD, which shall not exceed $559.6 million, unless modified by the PFA. The maximum tax allocation estimate provided assumes collection of EIFD revenues through 2060, as shown in **Attachment D**.

EIFD Termination Date

The specific date on which the Mossdale Tract Area EIFD will terminate is not known at this time. Pursuant to Government Code Section 53398.63 et seq., the maximum duration of the Mossdale Tract Area EIFD would be 45 years from the earlier date on which the issuance of bonds is approved pursuant to subdivision (a) of Government Code Section 53398.81, or the issuance of a loan to the Mossdale Tract Area EIFD is approved by an ATE pursuant to Government Code Section 53398.87. Based on these requirements, the proposed Mossdale Tract Area EIFD termination date will be the earlier of (a) 45 years following a successful bond election by the qualified electorate if an election is required or following the first bond issuance by the PFA if an election is no longer required or (b) 45 years after the ATE approves a loan to the Mossdale Tract Area EIFD. However, the Mossdale Tract Area EIFD will cease to exist by no later than June 30, 2100.

Fiscal Impact Analyses by ATE

In accordance with Government Code section 53398.63(d), this report includes an analysis of the costs of providing services, as well as the estimated fiscal impacts of incremental new development in the EIFD, on the operating budget (General Fund) of each participating ATE, during development and at buildout.

The fiscal impact analyses estimate taxes and other operating public revenues generated by new development, as well as the cost of public services required to serve new development. The analyses focus on fiscal impacts to each participating ATE in the EIFD: the County, the City of Lathrop, the City of Manteca, and the City of Stockton. The fiscal impact analyses do not address activities budgeted in other Governmental Funds or Enterprise Funds (e.g., Water Fund, Sewer Fund, Storm Sewer Fund).

The fiscal impact analysis model used for each individual fiscal impact analysis was developed by EPS with support from the staff of each ATE. EPS consulted each ATE's budget documents to develop forecasting methodologies for specific revenues and expenditures affected by new development. In addition, EPS consulted with staff to clarify budget data and review fiscal assumptions on which this analysis is based. The models are based on the FY 2020-21 Adopted Budget for each ATE and any midyear budget adjustments, 2020 countywide population figures for fiscal multipliers, and existing 2021 market conditions. All results are reported in 2020 dollars.

Key assumptions, provided and validated by the ATEs, underlying these fiscal impact analysis results are described below:

- **Incremental New Development and Population.** At buildout, incremental new land uses in the Mossdale Tract Area EIFD include about 11,200 residential units and 33.1 million building square feet of nonresidential space. This level of development translates into about 32,900 residents and 40,600 employees, resulting in a total persons-served generated by development in the Mossdale Tract Area EIFD of 53,100.
- **General Fund Property Tax Revenue.** Incremental new property tax revenue generated by new development in the EIFD is based on each city or County General Fund's share of the 1 percent property tax rate for all development located within existing city limits. For development located in the unincorporated portions of the County, it is assumed the projects will annex into the applicable adjacent city before development. The fiscal impact analyses reflect property tax-sharing agreements assuming the existing master tax-sharing agreement between the cities and the County remains in place. The analyses include estimates of the potential EIFD contribution for each ATE under two potential scenarios: a scenario reflecting the maximum tax rate for each ATE across all time periods, and the other, reflecting a variable tax rate, consistent with the rates used for the EIFD revenue estimates discussion in the prior section and summarized on **Table 3-2**. **Table 3-1** shows the EIFD contribution allocations for each jurisdiction under both scenarios.

- **General Fund Service Cost Assumptions.** New development in the Mossdale Tract Area would represent incremental growth in the County, adding approximately 32,900 residents and 40,600 employees to an existing population base of approximately 773,700 residents and 282,200 employees (including those residents and employees in the incorporated cities). This level of growth is anticipated to have an incremental impact on most County-provided services. A similar dynamic will be experienced by each city. As such, the fiscal impact analyses estimated projected incremental General Fund municipal service costs to each jurisdiction, primarily through the use of a multiplier method.

A summary of annual net fiscal impact analysis results for each ATE is described in the sections and shown in **Tables 3-4** through **3-7**.

City of Lathrop

The initial phase of development (ending 2025) results in a net fiscal surplus of $264,000 annually to the City of Lathrop before any contribution to the EIFD. This estimated surplus decreases to $134,000 following EIFD allocation under both scenarios. At buildout, development in the City of Lathrop is estimated to result in a net fiscal deficit of $1.4 million before EIFD contributions, based on anticipated revenues of approximately $16.5 million and expenditures of approximately $17.8 million. It is anticipated that EIFD contributions will decrease the estimated revenues at buildout by $233,000 to $1.0 million, resulting in a net fiscal deficit ranging from $1.6 million to $2.4 million under the Variable Tax Rate Scenario and Maximum Tax Rate Scenario, respectively.

In the interim years, the City of Lathrop is anticipated to experience a net fiscal surplus ranging from $1.6 million to $4.7 million annually, before EIFD contribution, reduced to surpluses ranging from $711,000 to $4.0 million under the Maximum Tax Rate Scenario and $1.4 million to $4.4 million under the Variable Tax Rate Scenario. **Table 3-4** summarizes the net fiscal impacts to the City of Lathrop. The fiscal impact analysis for the City of Lathrop is included as **Attachment F** of this document.

Table 3-4
Mossdale Tract Infrastructure Finance Plan
Summary of Annual Surplus/Deficits - City of Lathrop (2020$)

City of Lathrop

Item	Estimated Annual Revenues/Expenditures (Rounded)					
	2025 [1]	2030	2035	2040	2050	Buildout (2060)
Annual Fiscal Impact						
Prior to EIFD Allocation						
Annual General Fund Revenues	$4,356,000	$9,517,000	$11,412,000	$12,590,000	$14,715,000	$16,450,000
Annual General Fund Expenditures	$4,092,000	$6,241,000	$7,109,000	$7,899,000	$13,147,000	$17,831,000
Net General Fund Surplus/(Deficit)	**$264,000**	**$3,276,000**	**$4,303,000**	**$4,691,000**	**$1,568,000**	**($1,381,000)**
Net of EIFD Allocation - Maximum Tax Rate						
EIFD Contribution [2]	($130,300)	($501,800)	($594,000)	($652,100)	($857,000)	($1,036,400)
Net General Fund Surplus/(Deficit)	**$133,700**	**$2,774,200**	**$3,709,000**	**$4,038,900**	**$711,000**	**($2,417,400)**
Net of EIFD Allocation - Variable Tax Rate						
EIFD Contribution [2]	($130,300)	($326,200)	($282,200)	($309,700)	($192,800)	($233,200)
Net General Fund Surplus/(Deficit)	**$133,700**	**$2,949,800**	**$4,020,800**	**$4,381,300**	**$1,375,200**	**($1,614,200)**

Fiscal Lathrop

Source: EPS.

[1] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[2] EIFD Allocation represents the portion of City property tax revenues diverted to the EIFD. Refer to Table B-3 of Attachment F for details.

City of Manteca

The initial phase of development (ending 2025) results in a net fiscal deficit of $962,000 annually to the City of Manteca before any contribution to the EIFD. This estimated deficit increases to $1.1 million following EIFD allocation under both scenarios. At buildout, development in the City of Manteca is estimated to result in a net fiscal surplus of $5.2 million before EIFD contributions, based on anticipated revenues of approximately $19.4 million and expenditures of approximately $14.2 million. It is anticipated that EIFD contributions will decrease the estimated revenues at buildout by $247,000 to $1.1 million, resulting in a net fiscal surplus ranging from $5.0 million to $4.1 million under the Variable Tax Rate Scenario and Maximum Tax Rate Scenario, respectively.

In the interim years, the City of Manteca is anticipated to experience a net fiscal surplus ranging from $1.2 million to $4.8 million annually, before EIFD contribution, reduced to surpluses ranging from $579,000 to $3.7 million under the Maximum Tax Rate Scenario and $812,000 to $4.5 million under the Variable Tax Rate Scenario. **Table 3-5** summarizes the net fiscal impacts to the City of Manteca. The fiscal impact analysis for the City of Manteca is included as **Attachment G** of this document.

City of Stockton

The initial phase of development (ending 2025) results in a net fiscal deficit of $1.6 million annually to the City of Stockton before any contribution to the EIFD. This estimated deficit remains consistent following EIFD allocation under both scenarios. At buildout, development in the City of Stockton is estimated to result in a net fiscal surplus of $4.2 million before EIFD contributions, based on anticipated revenues of approximately $11.2 million and expenditures of approximately $6.6 million. It is anticipated that EIFD contributions will decrease the estimated revenues at buildout by $85,000 to $378,000, resulting in a net fiscal surplus ranging from $4.2 million to $3.9 million under the Variable Tax Rate Scenario and Maximum Tax Allocation Scenario, respectively.

In the interim years, the City of Stockton is anticipated to experience net fiscal impacts ranging from a deficit of $920,000 to a surplus of $3.4 million annually, before EIFD contribution, reduced to a deficit of $1.0 million to a surplus of $3.0 million under the Maximum Tax Rate Scenario and a deficit of $984,000 to a surplus of $3.3 million under the Variable Tax Rate Scenario. **Table 3-6** summarizes the net fiscal impacts to the City of Stockton. The fiscal impact analysis for the City of Stockton is included as **Attachment H** of this document.

Table 3-5
Mossdale Tract Infrastructure Finance Plan
Summary of Annual Surplus/Deficits - City of Manteca (2020$)

City of Manteca

Item	Estimated Annual Revenues/Expenditures (Rounded)					
	2025 [1]	2030	2035	2040	2050	Buildout (2060)
Annual Fiscal Impact						
Prior to EIFD Allocation						
Annual General Fund Revenues	$4,922,000	$10,196,000	$15,653,000	$17,714,000	$18,846,000	$19,403,000
Annual General Fund Expenditures	$5,884,000	$8,951,000	$12,428,000	$13,793,000	$14,069,000	$14,204,000
Net General Fund Surplus/(Deficit)	**($962,000)**	**$1,245,000**	**$3,225,000**	**$3,921,000**	**$4,777,000**	**$5,199,000**
Net of EIFD Allocation - Maximum Tax Rate						
EIFD Contribution [2]	($88,900)	($666,300)	($943,000)	($1,044,100)	($1,079,900)	($1,097,400)
Net General Fund Surplus/(Deficit)	**($1,050,900)**	**$578,700**	**$2,282,000**	**$2,876,900**	**$3,697,100**	**$4,101,600**
Net of EIFD Allocation - Variable Tax Rate						
EIFD Contribution [2]	($88,900)	($433,100)	($447,900)	($496,000)	($243,000)	($246,900)
Net General Fund Surplus/(Deficit)	**($1,050,900)**	**$811,900**	**$2,777,100**	**$3,425,000**	**$4,534,000**	**$4,952,100**

fiscal manteca

Source: EPS.

[1] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[2] EIFD Contribution represents the portion of City property tax revenues diverted to the EIFD. Refer to Table B-3 of Attachment G for details.

Table 3-6
Mossdale Tract Infrastructure Finance Plan
Summary of Annual Surplus/Deficits - City of Stockton (2020$)

City of Stockton

Item	Estimated Annual Revenues/Expenditures (Rounded)					
	2025 [1]	2030	2035	2040	2050	Buildout (2060)
Annual Fiscal Impact						
Prior to EIFD Allocation						
Annual General Fund Revenues	$1,352,000	$2,886,000	$4,905,000	$7,103,000	$10,075,000	$11,239,000
Annual General Fund Expenditures	$2,988,000	$3,708,000	$4,730,000	$5,582,000	$6,348,000	$6,624,000
Net General Fund Surplus/(Deficit)	**($1,639,000)**	**($920,000)**	**($6,000)**	**$1,244,000**	**$3,367,000**	**$4,238,000**
Net of EIFD Allocation - Maximum Tax Rate						
EIFD Contribution [2]	($2,800)	($98,700)	($181,000)	($277,600)	($360,600)	($377,700)
Net General Fund Surplus/(Deficit)	**($1,641,800)**	**($1,018,700)**	**($187,000)**	**$966,400**	**$3,006,400**	**$3,860,300**
Net of EIFD Allocation - Variable Tax Rate						
EIFD Contribution [2]	($2,800)	($64,200)	($86,000)	($131,900)	($81,100)	($85,000)
Net General Fund Surplus/(Deficit)	**($1,641,800)**	**($984,200)**	**($92,000)**	**$1,112,100**	**$3,285,900**	**$4,153,000**

fiscal stockton

Source: EPS.

[1] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[2] EIFD Contribution represents the portion of City property tax revenues diverted to the EIFD. Refer to Table B-3 of Attachment H for details.

San Joaquin County

The initial phase of development (ending 2025) results in a net fiscal surplus of $6.0 million annually to the County before any contribution to the EIFD. This estimated surplus is reduced to $3.5 million following EIFD allocation under both scenarios. At buildout, development in the County is estimated to result in a net fiscal surplus of $25.7 million before EIFD contributions, based on anticipated revenues of approximately $41.5 million and expenditures of approximately $15.8 million. It is anticipated that EIFD contributions will decrease the estimated revenues at buildout by $909,000 to $4.0 million, resulting in a net fiscal surplus ranging from $21.7 million to $24.8 million under the Variable Tax Rate Scenario and Maximum Tax Rate scenario, respectively.

In the interim years, the County is anticipated to experience net fiscal surpluses ranging from $12.5 million to $23.8 million annually, before EIFD contribution, reduced to $10.5 million to $20.2 million under the Maximum Tax Rate Scenario and $11.2 million to $23.0 million under the Variable Tax Rate Scenario. **Table 3-7** summarizes the net fiscal impacts to the County. The fiscal impact analysis for the County is included as **Attachment I** of this document.

Financing Reimbursement Costs

Because improvements being funded by EIFD revenues do not qualify for a Transit Priority Project Program, any permit and affordable housing expenses related to the project as described in Section 65470 would not be financed.

Dwelling Unit Replacement Plan

It is unknown if any housing units will be removed as a result of any project identified in this IFP. Therefore, a replacement plan is not included in this IFP. However, if any relocation of dwelling units is determined to be required in the future for a project financed by the Mossdale Tract Area EIFD, the PFA will develop a plan that complies with applicable relocation laws, including Government Code section 53398.56, the California Relocation Assistance Law, Government Code section 7260, et seq., and the implementing regulations set forth in California Code of Regulations, Title 25, Chapter 6, section 6000, et seq.

Table 3-7
Mossdale Tract Infrastructure Finance Plan
Summary of Annual Surplus/Deficits - San Joaquin County (2020$)

San Joaquin County

Item	Estimated Annual Revenues/Expenditures (Rounded)					
	2025 [1]	2030	2035	2040	2050	Buildout (2060)
Annual Fiscal Impact						
Prior to EIFD Allocation						
Annual General Fund Revenues	$10,131,000	$20,394,000	$28,056,000	$32,359,000	$37,918,000	$41,536,000
Annual General Fund Expenditures	$4,169,000	$7,886,000	$10,502,000	$11,861,000	$14,093,000	$15,827,000
Net General Fund Surplus/(Deficit)	**$5,962,000**	**$12,508,000**	**$17,554,000**	**$20,498,000**	**$23,825,000**	**$25,709,000**
Net of EIFD Allocation - Maximum Tax Rate						
EIFD Contribution [2]	($2,466,100)	($2,005,300)	($2,718,300)	($3,116,300)	($3,659,600)	($4,037,900)
Net General Fund Surplus/(Deficit)	**$3,495,900**	**$10,502,700**	**$14,835,700**	**$17,381,700**	**$20,165,400**	**$21,671,100**
Net of EIFD Allocation - Variable Tax Rate						
EIFD Contribution [2]	($2,466,100)	($1,303,400)	($1,291,200)	($1,480,200)	($823,400)	($908,500)
Net General Fund Surplus/(Deficit)	**$3,495,900**	**$11,204,600**	**$16,262,800**	**$19,017,800**	**$23,001,600**	**$24,800,500**

fiscal county

Source: EPS.

[1] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[2] EIFD Allocation represents the portion of County property tax revenues diverted to the EIFD. Refer to Table B-3 of Attachment I for details.

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ATTACHMENTS:

Attachment A: Mossdale Tract EIFD Maps and Detailed Descriptions

Attachment B: Bond Proceed Analysis

Attachment C: Description of Facilities and Development to Be Financed

Attachment D: Tax Increment Revenue Forecast—Maximum Tax Rate Scenario

Attachment E: Tax Increment Revenue Forecast—Variable Tax Rate Scenario

Attachment F: Lathrop Fiscal Impact Analysis

Attachment G: Manteca Fiscal Impact Analysis

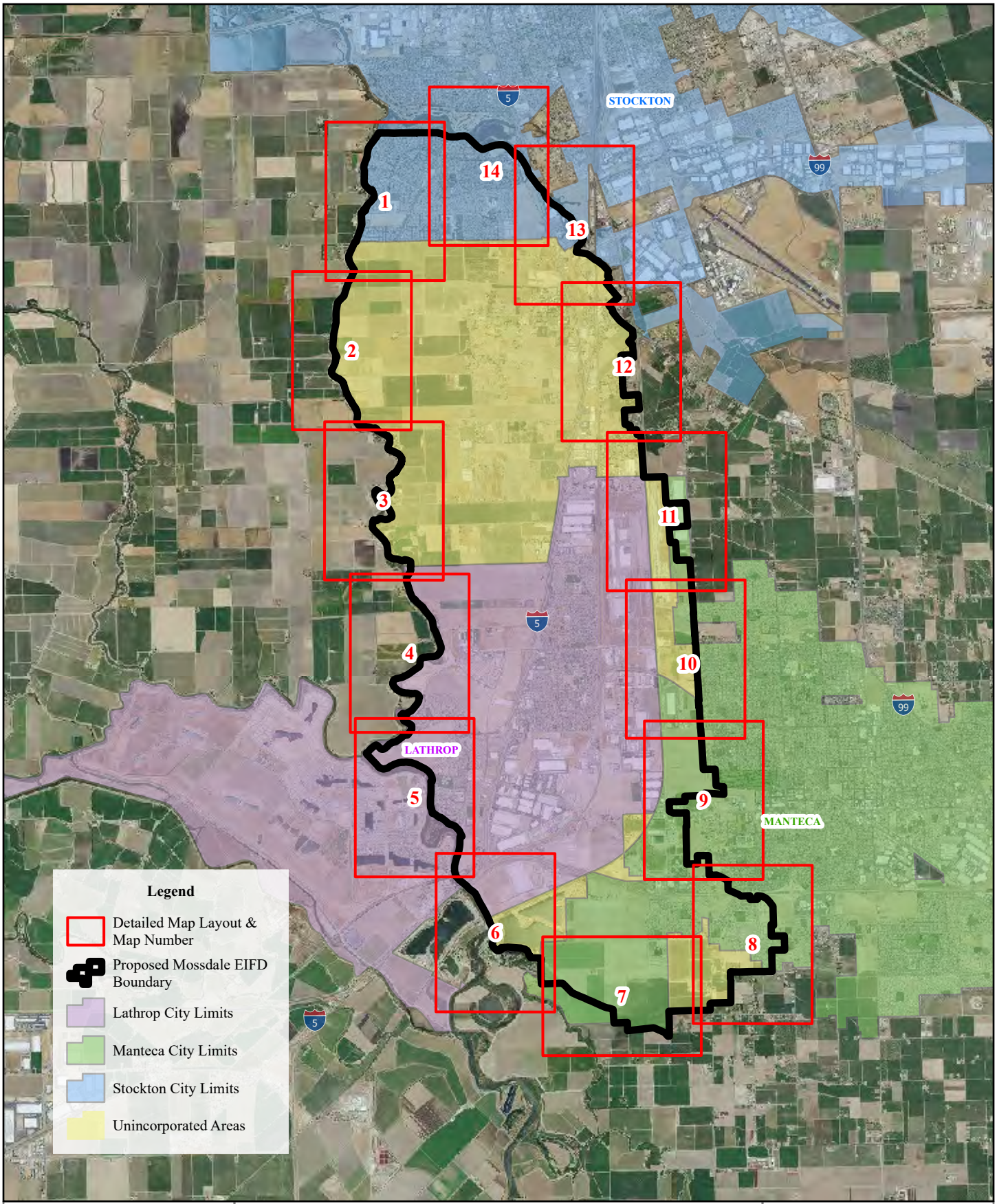
Attachment H: Stockton Fiscal Impact Analysis

Attachment I: San Joaquin County Fiscal Impact Analysis

ATTACHMENT A:

Mossdale Tract EIFD Maps and Detailed Descriptions

ATTACHMENT A



Geospatial Clarity

Layout of Detailed Maps
Showing Proposed Boundary of Mossdale Tract
Enhanced Infrastructure Financing District (EIFD)
County of San Joaquin, California

Basemap Aerial provided by USDA

Map produced on:1/31/2022

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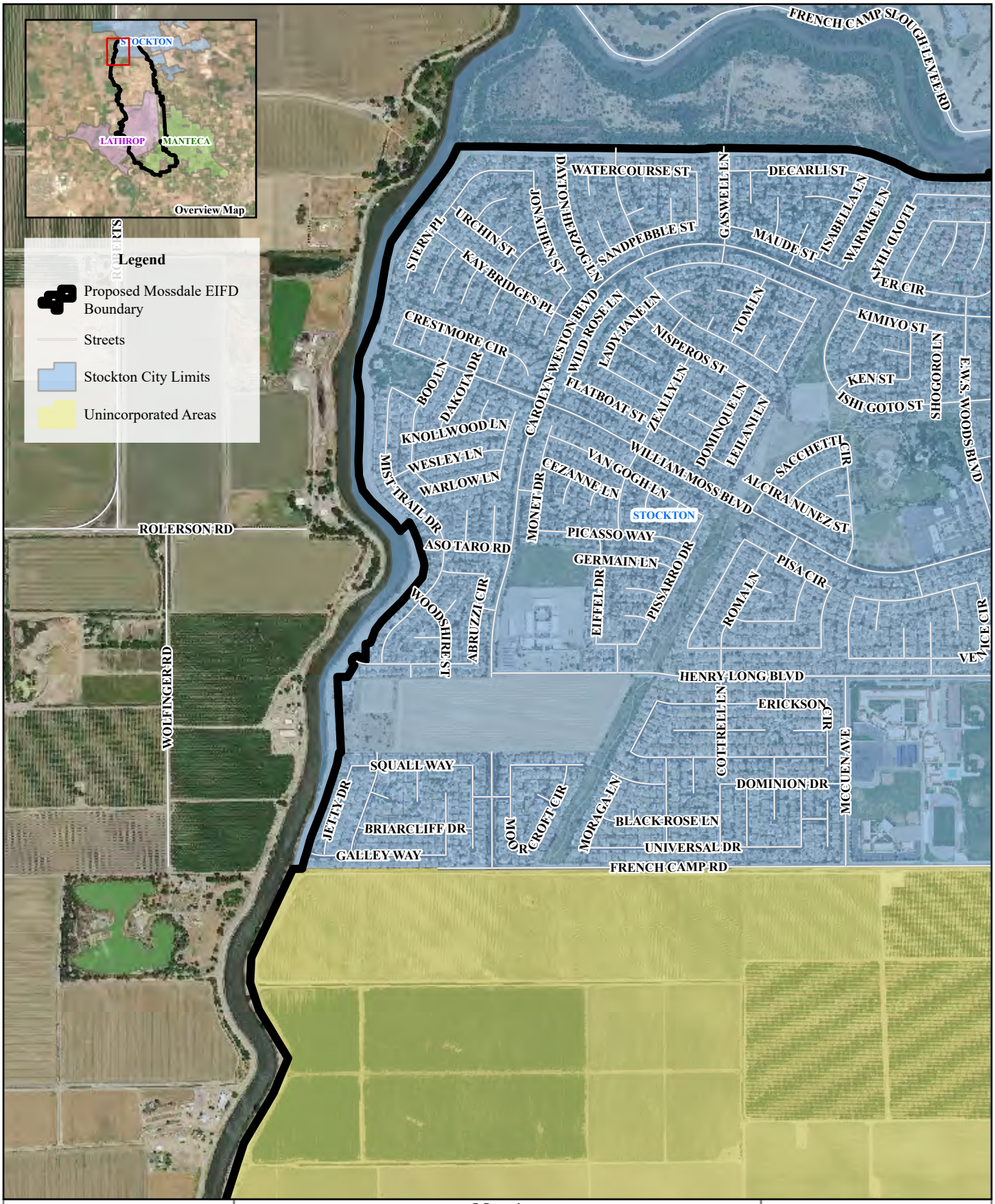
ATTACHMENT A



Map 1
Showing a Detailed Area of Proposed Boundary of Mossdale Tract Enhanced Infrastructure Financing District (EIFD)
County of San Joaquin, California

Geospatial Clarity

Basemap and Overview Aerials provided by ESRI and USDA Map produced on:1/31/2022

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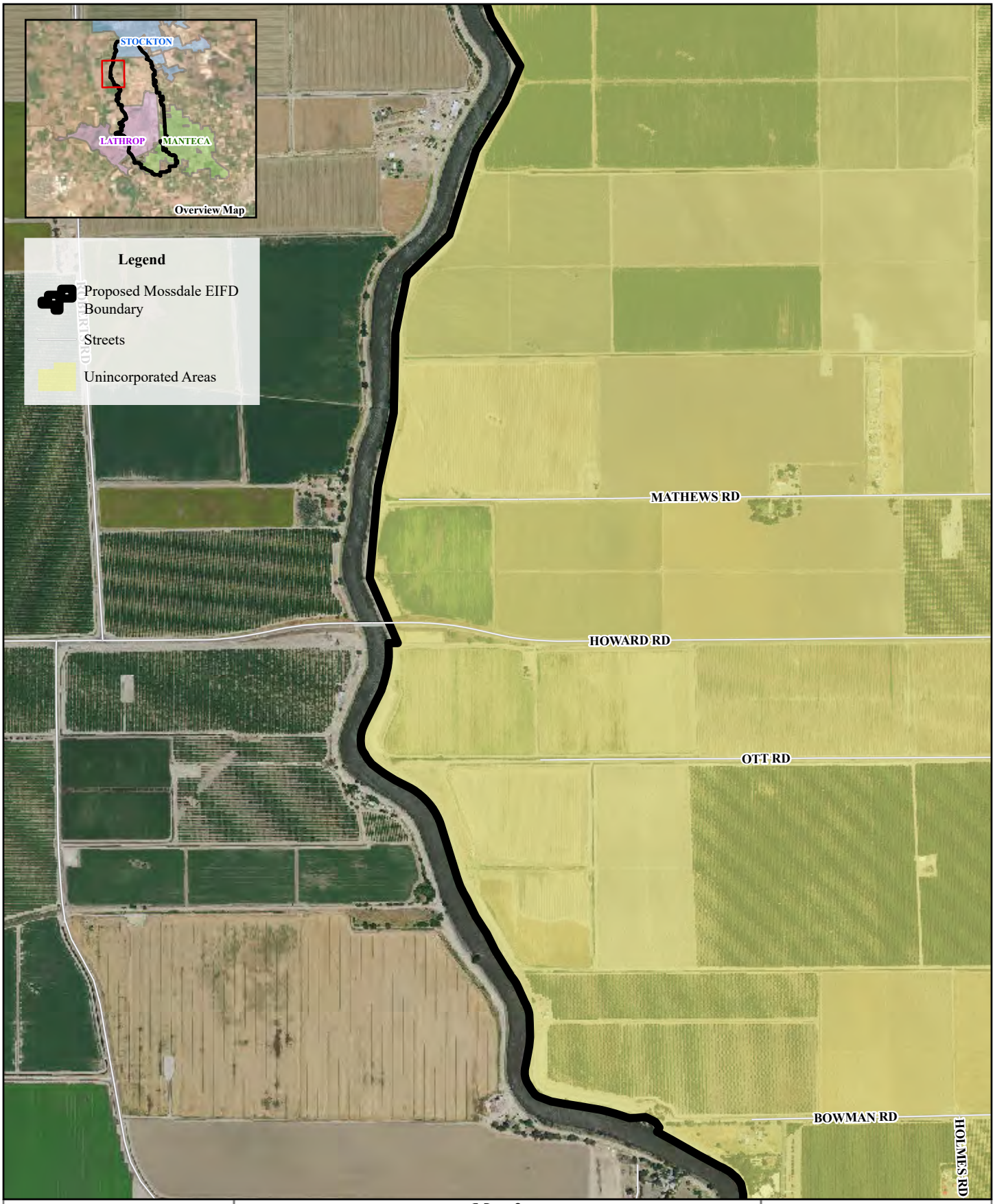

Map 2
Showing a Detailed Area of Proposed Boundary of Mossdale Tract Enhanced Infrastructure Financing District (EIFD)
County of San Joaquin, California

Geospatial Clarity

Basemap and Overview Aerials provided by ESRI and USDA Map produced on:1/31/2022

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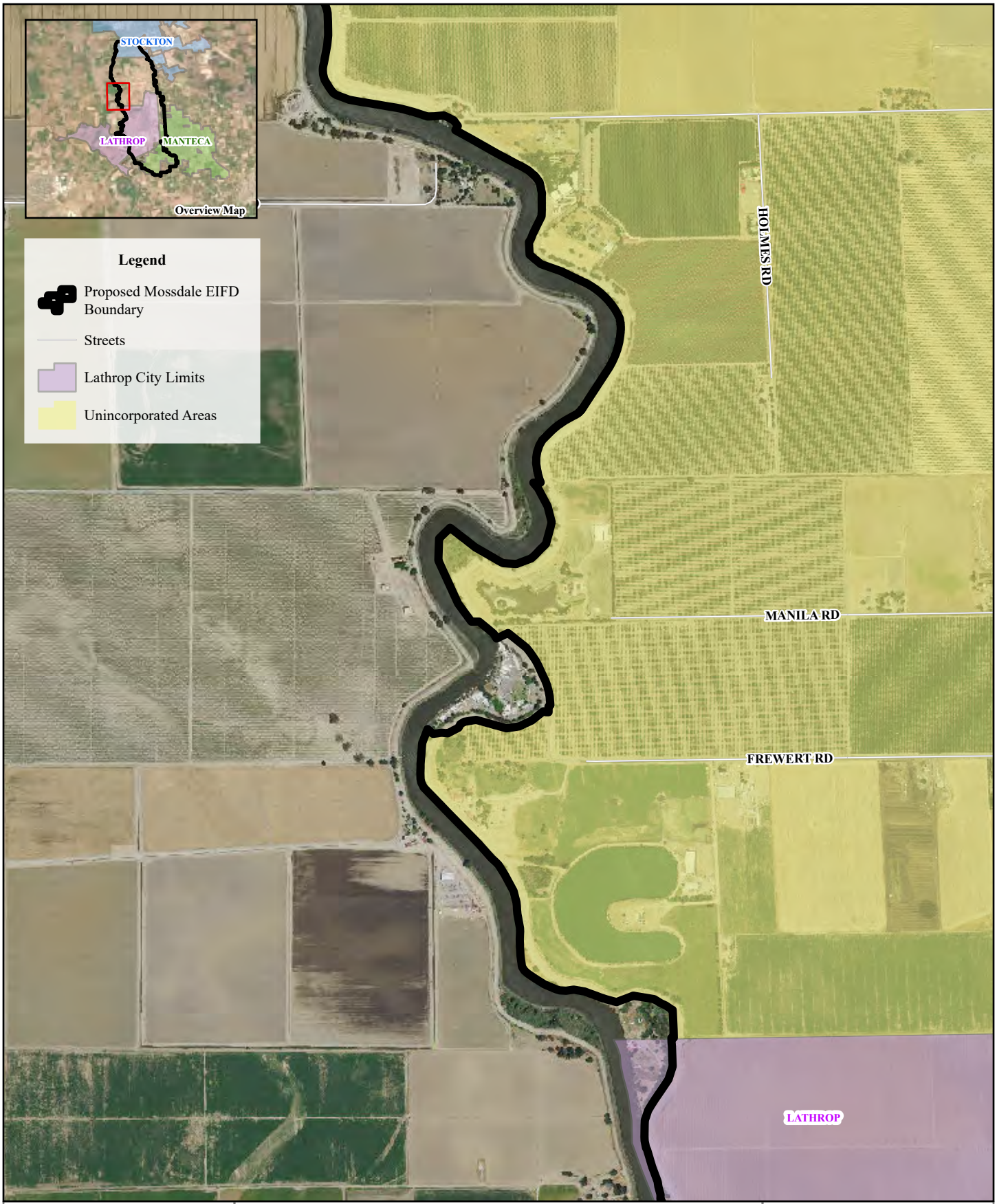

Map 3
Showing a Detailed Area of Proposed Boundary of Mossdale Tract Enhanced Infrastructure Financing District (EIFD) County of San Joaquin, California

Geospatial Clarity

Basemap and Overview Aerials provided by ESRI and USDA Map produced on:1/31/2022

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Map 4
Showing a Detailed Area of Proposed Boundary of Mossdale Tract Enhanced Infrastructure Financing District (EIFD) County of San Joaquin, California

Geospatial Clarity

Basemap and Overview Aerials provided by ESRI and USDA Map produced on:1/31/2022

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ATTACHMENT A

Map 5
Showing a Detailed Area of Proposed Boundary of Mossdale Tract Enhanced Infrastructure Financing District (EIFD)
County of San Joaquin, California

Geospatial Clarity

Basemap and Overview Aerials provided by ESRI and USDA Map produced on:1/31/2022

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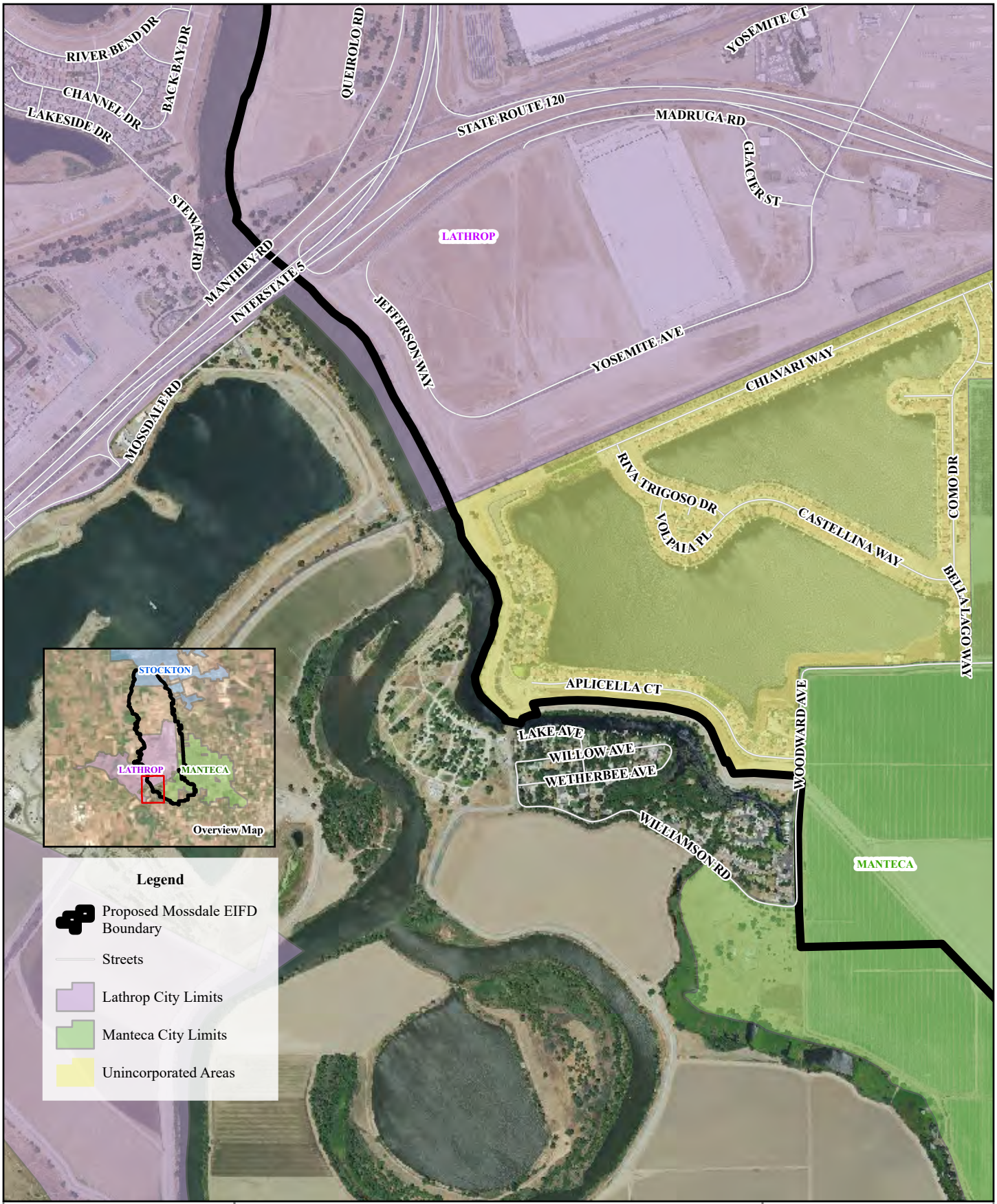

Map 6
Showing a Detailed Area of Proposed Boundary of Mossdale Tract Enhanced Infrastructure Financing District (EIFD)
County of San Joaquin, California

Geospatial Clarity

Basemap and Overview Aerials provided by ESRI and USDA Map produced on:1/31/2022

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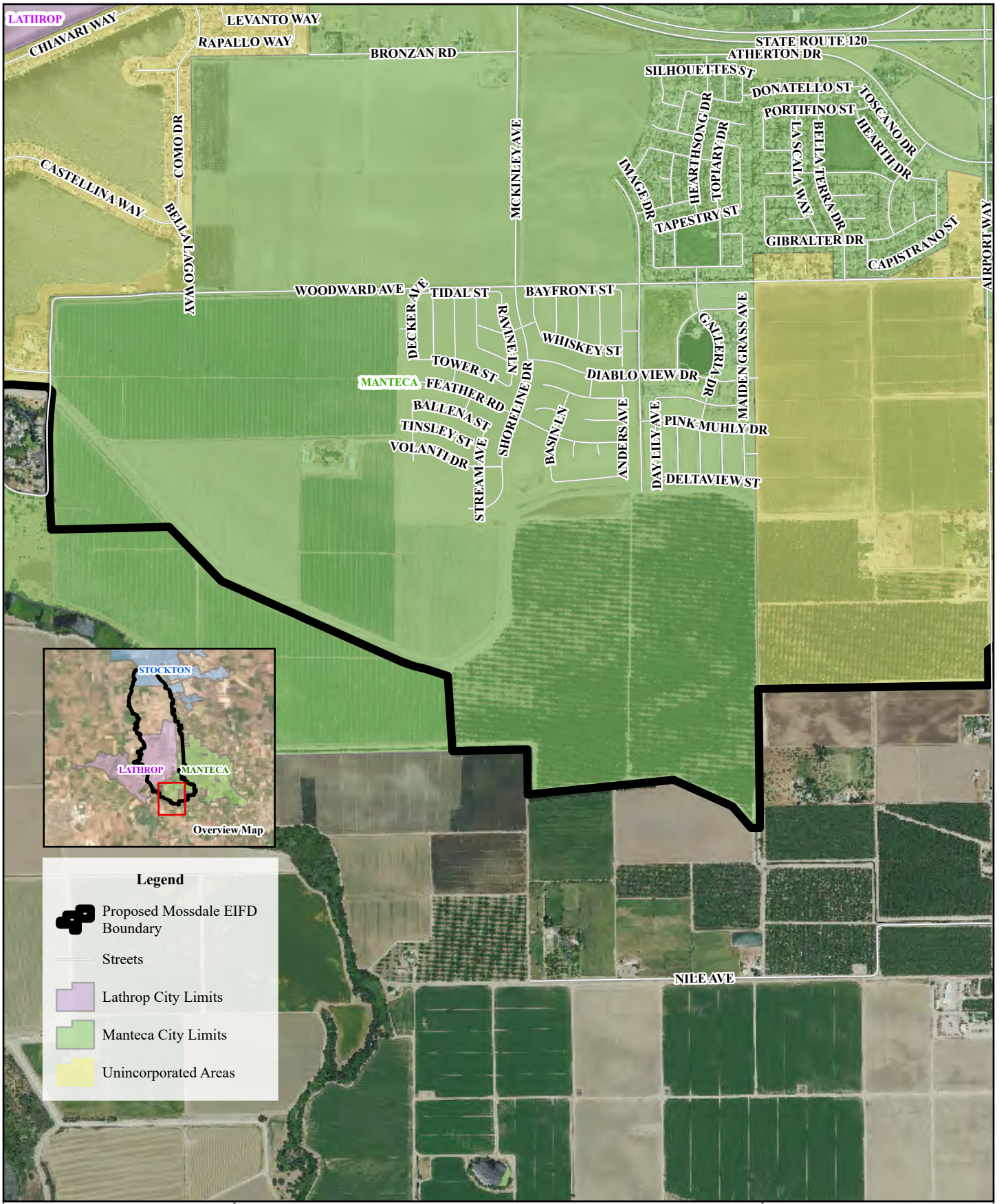

Map 7
Showing a Detailed Area of Proposed Boundary of Mossdale Tract Enhanced Infrastructure Financing District (EIFD) County of San Joaquin, California

Geospatial Clarity

Basemap and Overview Aerials provided by ESRI and USDA Map produced on:1/31/2022

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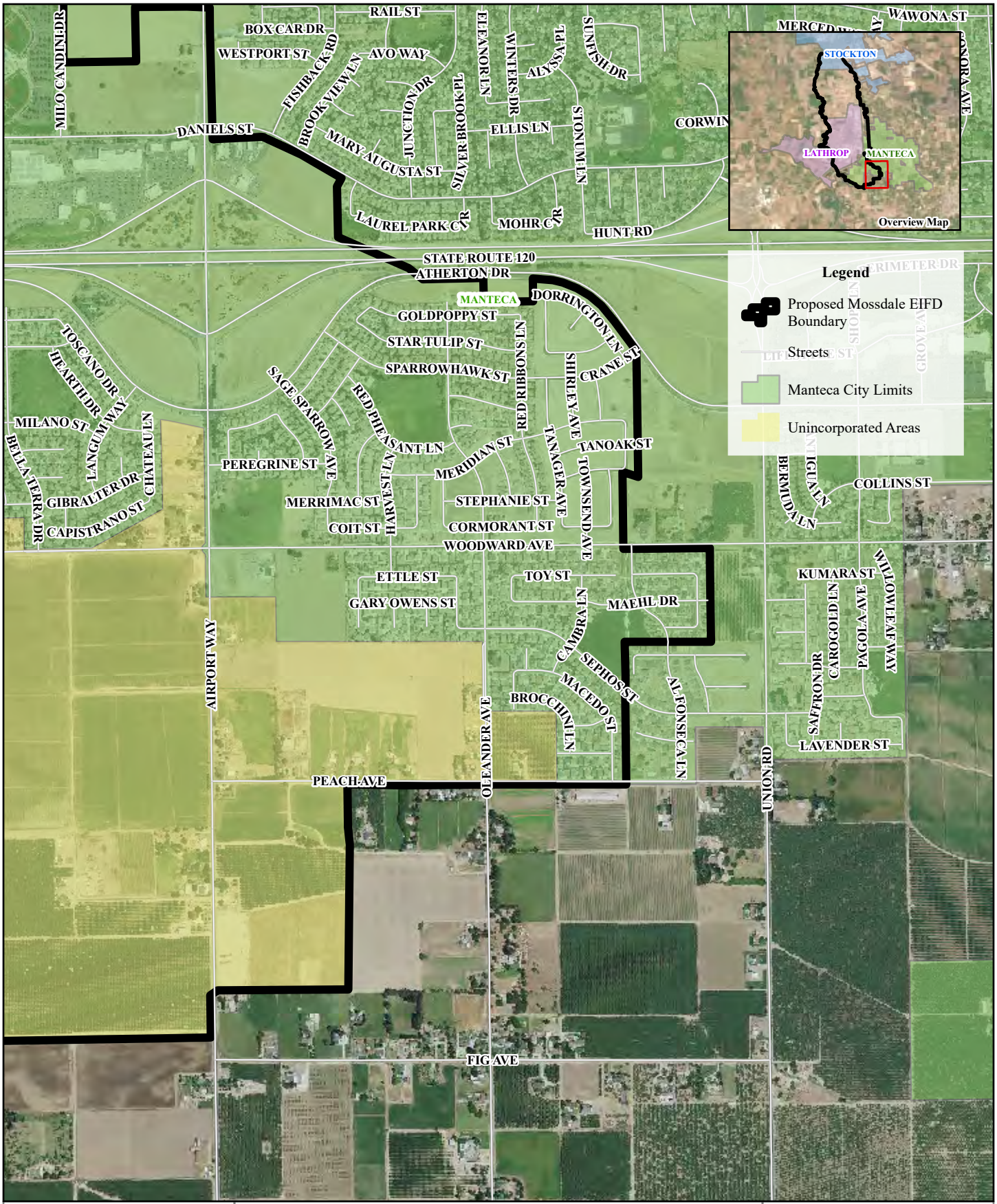

Map 8
Showing a Detailed Area of Proposed Boundary of Mossdale Tract Enhanced Infrastructure Financing District (EIFD)
County of San Joaquin, California

Geospatial Clarity

Basemap and Overview Aerials provided by ESRI and USDA Map produced on:1/31/2022

N

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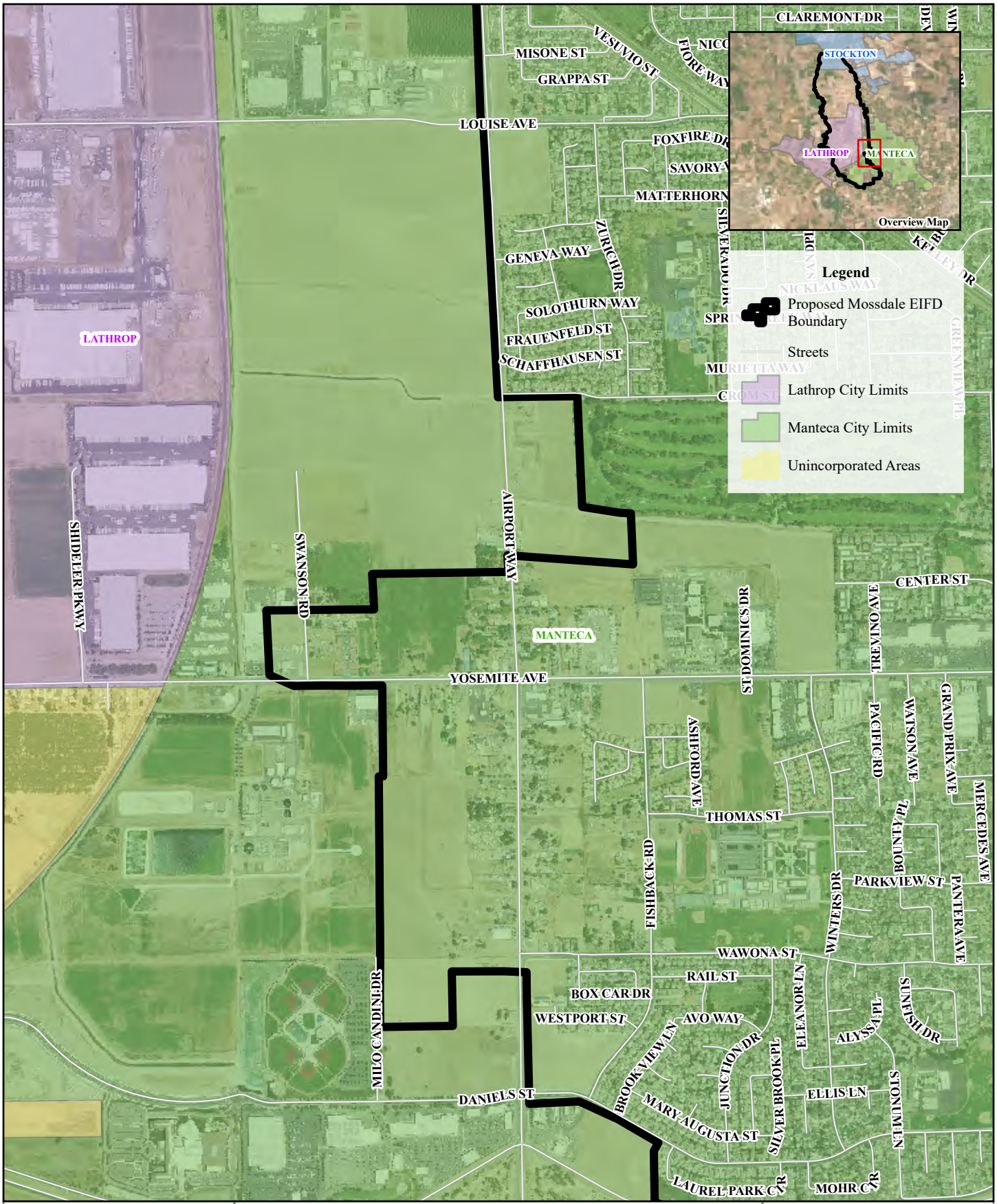
ATTACHMENT A



Map 9
Showing a Detailed Area of Proposed Boundary of Mossdale Tract Enhanced Infrastructure Financing District (EIFD)
County of San Joaquin, California

Geospatial Clarity

Basemap and Overview Aerials provided by ESRI and USDA Map produced on:1/31/2022

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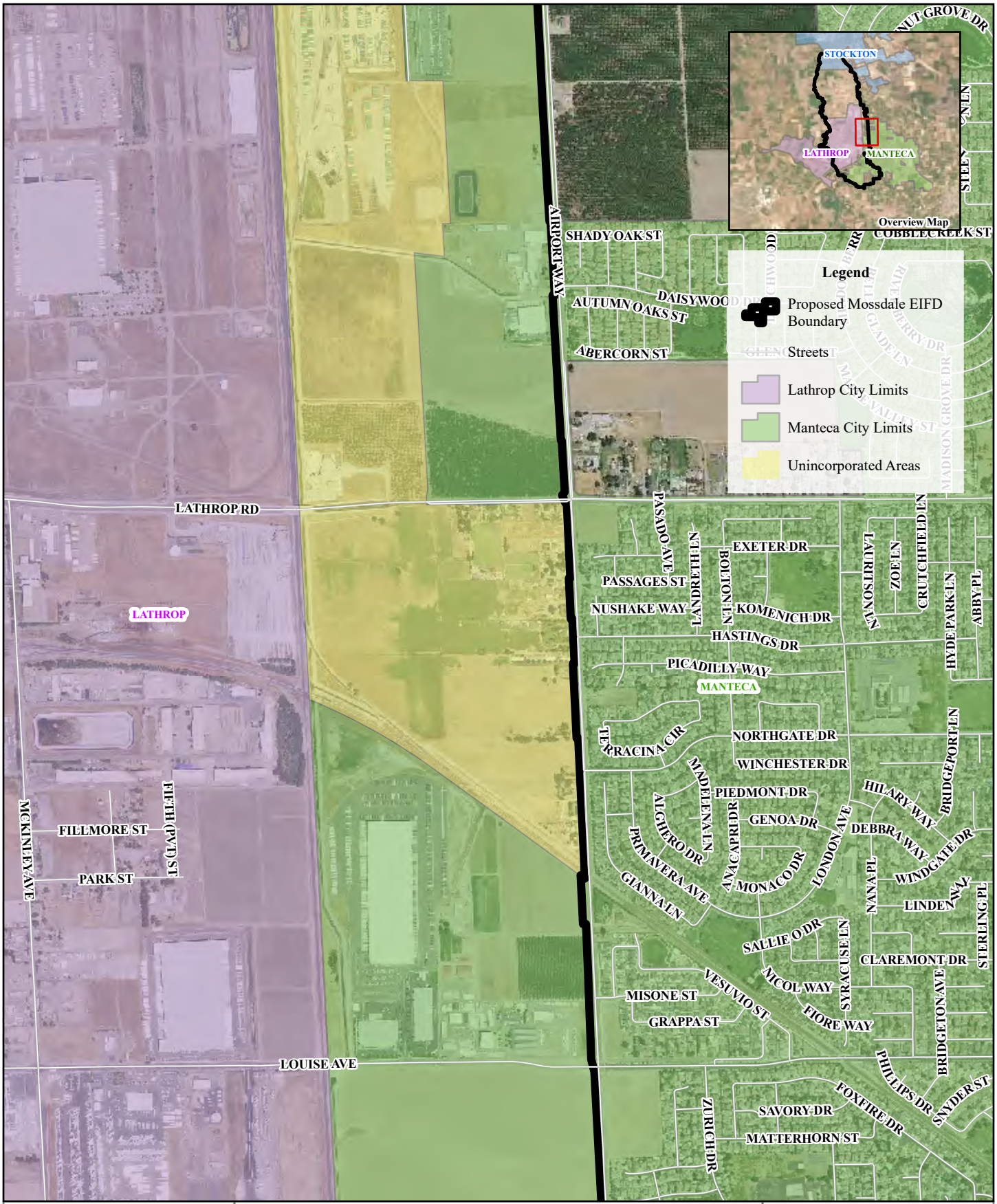
ATTACHMENT A



Map 10
Showing a Detailed Area of Proposed Boundary of Mossdale Tract Enhanced Infrastructure Financing District (EIFD)
County of San Joaquin, California

Geospatial Clarity

Basemap and Overview Aerials provided by ESRI and USDA Map produced on:1/31/2022

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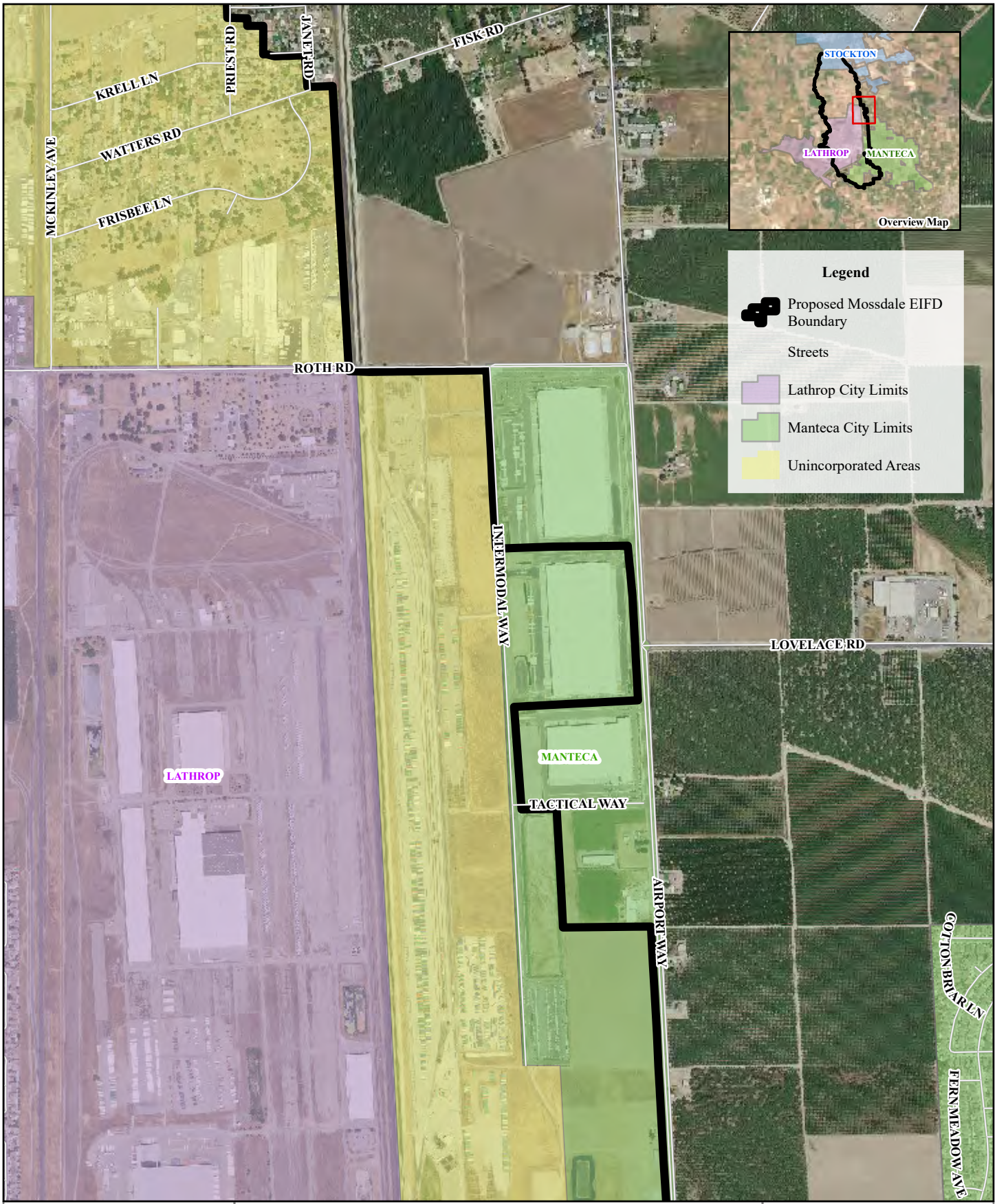
ATTACHMENT A



Map 11
Showing a Detailed Area of Proposed Boundary of Mossdale Tract Enhanced Infrastructure Financing District (EIFD)
County of San Joaquin, California

Geospatial Clarity

Basemap and Overview Aerials provided by ESRI and USDA

Map produced on:1/31/2022

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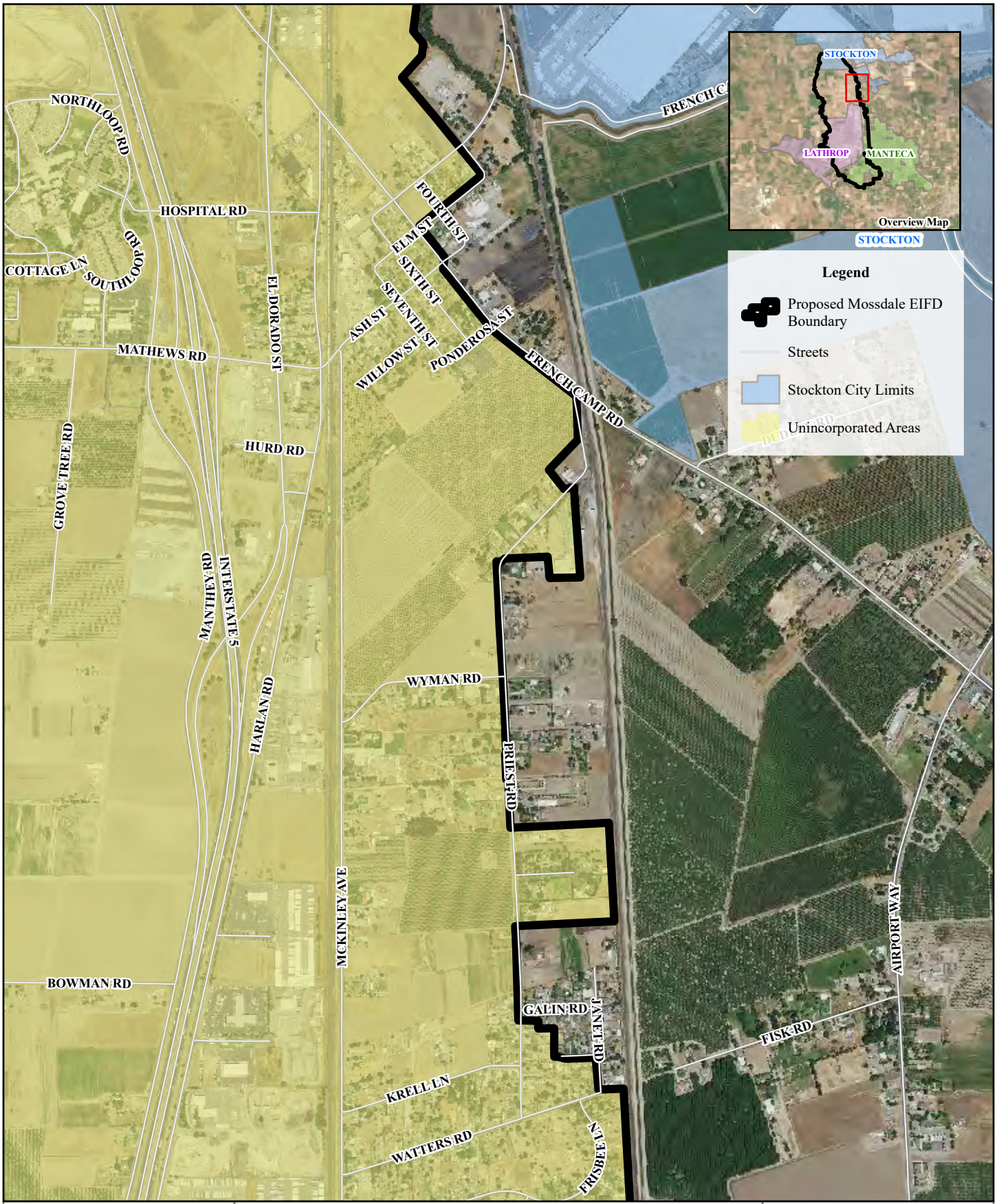
ATTACHMENT A



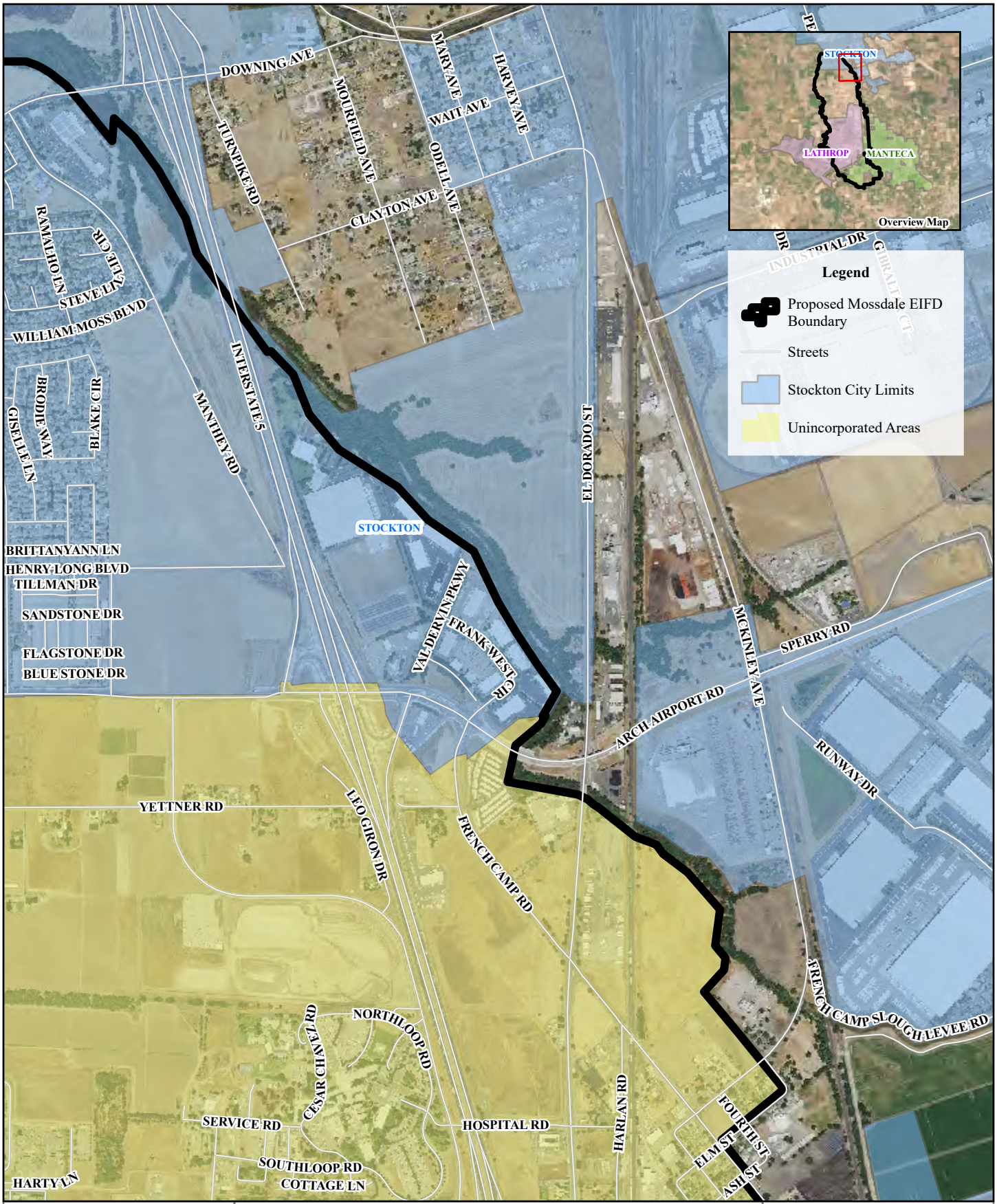
Map 12
Showing a Detailed Area of Proposed Boundary of Mossdale Tract Enhanced Infrastructure Financing District (EIFD) County of San Joaquin, California

Geospatial Clarity

Basemap and Overview Aerials provided by ESRI and USDA Map produced on:1/31/2022

N

0 0.13 0.25 Mi



Map 13
Showing a Detailed Area of Proposed Boundary of Mossdale Tract Enhanced Infrastructure Financing District (EIFD)
County of San Joaquin, California

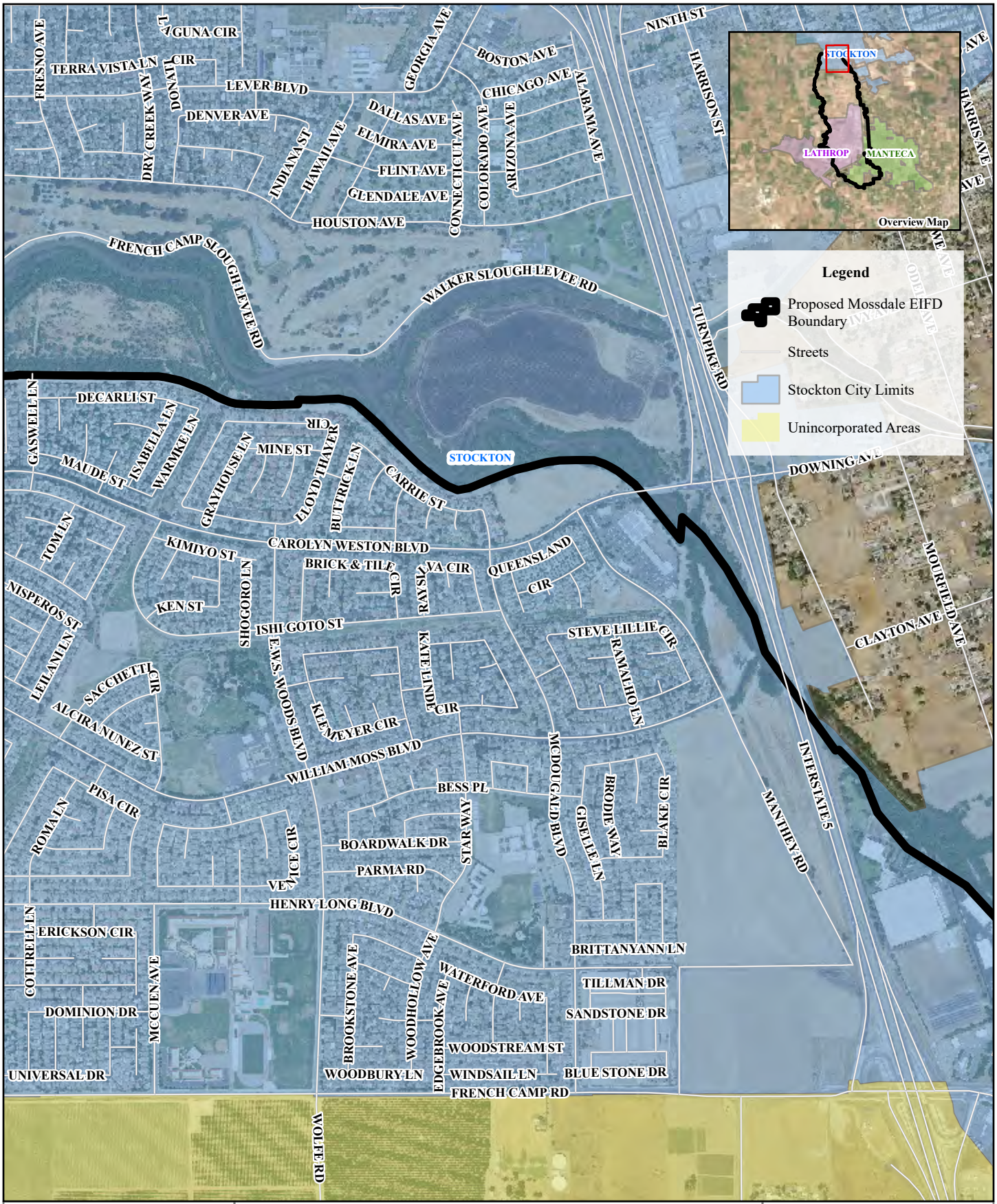
Geospatial Clarity

Basemap and Overview Aerials provided by ESRI and USDA Map produced on: 1/31/2022

N

0 0.13 0.25 Mi

ATTACHMENT A



Map 14
Showing a Detailed Area of Proposed Boundary of Mossdale Tract Enhanced Infrastructure Financing District (EIFD)
County of San Joaquin, California

Geospatial Clarity

Basemap and Overview Aerials provided by ESRI and USDA Map produced on:1/31/2022

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0 0.13 0.25 Mi

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San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
164-040-010-000	164-404-0460-000	164-405-0420-000	164-406-0220-000	164-407-0020-000	164-408-0090-000
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San Joaquin County EIFD Parcels List

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San Joaquin County EIFD Parcels List

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San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
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164-425-0270-000	164-425-0720-000	164-426-0330-000	164-426-0780-000	164-427-0290-000	164-428-0160-000
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164-425-0700-000	164-426-0310-000	164-426-0760-000	164-427-0270-000	164-428-0140-000	164-429-0070-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
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San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
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164-434-0240-000	164-436-0050-000	164-437-0160-000	164-438-0100-000	164-438-0550-000	164-440-0040-000
164-434-0250-000	164-436-0060-000	164-437-0170-000	164-438-0110-000	164-438-0560-000	164-440-0050-000
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164-441-0240-000	166-604-0240-000	166-605-0020-000	166-605-0470-000	166-606-0330-000	166-607-0240-000
164-441-0250-000	166-604-0250-000	166-605-0030-000	166-605-0480-000	166-606-0340-000	166-607-0250-000
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APN	APN	APN	APN	APN	APN
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166-629-0110-000	166-630-0030-000	166-631-0030-000	166-632-0030-000	166-633-0030-000	166-634-0020-000
166-629-0120-000	166-630-0040-000	166-631-0040-000	166-632-0040-000	166-633-0040-000	166-634-0030-000
166-629-0130-000	166-630-0050-000	166-631-0050-000	166-632-0050-000	166-633-0050-000	166-634-0040-000
166-629-0140-000	166-630-0060-000	166-631-0060-000	166-632-0060-000	166-633-0060-000	166-634-0050-000
166-629-0150-000	166-630-0070-000	166-631-0070-000	166-632-0070-000	166-633-0070-000	166-634-0060-000
166-629-0160-000	166-630-0080-000	166-631-0080-000	166-632-0080-000	166-633-0080-000	166-634-0070-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
166-634-0080-000	166-634-0530-000	166-636-0010-000	166-637-0010-000	166-637-0460-000	166-638-0170-000
166-634-0090-000	166-634-0540-000	166-636-0020-000	166-637-0020-000	166-637-0470-000	166-638-0180-000
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166-634-0200-000	166-635-0110-000	166-636-0130-000	166-637-0130-000	166-637-0580-000	166-638-0290-000
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166-634-0310-000	166-635-0220-000	166-636-0240-000	166-637-0240-000	166-637-0690-000	166-638-0400-000
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166-634-0390-000	166-635-0300-000	166-636-0320-000	166-637-0320-000	166-638-0030-000	166-638-0480-000
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166-634-0520-000	166-635-0430-000	166-636-0450-000	166-637-0450-000	166-638-0160-000	166-638-0610-000

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166-639-0040-000	166-639-0490-000	166-640-0330-000	166-641-0010-000	166-641-0460-000	166-642-0300-000
166-639-0050-000	166-639-0500-000	166-640-0340-000	166-641-0020-000	166-641-0470-000	166-642-0310-000
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166-639-0080-000	166-639-0530-000	166-640-0370-000	166-641-0050-000	166-641-0500-000	166-642-0340-000
166-639-0090-000	166-639-0540-000	166-640-0380-000	166-641-0060-000	166-641-0510-000	166-642-0350-000
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166-639-0170-000	166-640-0010-000	166-640-0460-000	166-641-0140-000	166-641-0590-000	166-642-0430-000
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166-639-0440-000	166-640-0280-000	166-640-0730-000	166-641-0410-000	166-642-0250-000	166-642-0700-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
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APN	APN	APN	APN	APN	APN
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APN	APN	APN	APN	APN	APN
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191-138-0660-000	191-139-0440-000	191-140-0200-000	191-141-0080-000	191-141-0530-000	191-142-0450-000
191-138-0670-000	191-139-0450-000	191-140-0210-000	191-141-0090-000	191-142-0010-000	191-142-0460-000
191-139-0010-000	191-139-0460-000	191-140-0220-000	191-141-0100-000	191-142-0020-000	191-142-0470-000
191-139-0020-000	191-139-0470-000	191-140-0230-000	191-141-0110-000	191-142-0030-000	191-142-0480-000
191-139-0030-000	191-139-0480-000	191-140-0240-000	191-141-0120-000	191-142-0040-000	191-142-0490-000
191-139-0040-000	191-139-0490-000	191-140-0250-000	191-141-0130-000	191-142-0050-000	191-142-0500-000
191-139-0050-000	191-139-0500-000	191-140-0260-000	191-141-0140-000	191-142-0060-000	191-142-0510-000
191-139-0060-000	191-139-0510-000	191-140-0270-000	191-141-0150-000	191-142-0070-000	191-142-0520-000
191-139-0070-000	191-139-0520-000	191-140-0280-000	191-141-0160-000	191-142-0080-000	191-142-0530-000
191-139-0080-000	191-139-0530-000	191-140-0290-000	191-141-0170-000	191-142-0090-000	191-142-0540-000
191-139-0090-000	191-139-0540-000	191-140-0300-000	191-141-0180-000	191-142-0100-000	191-142-0550-000
191-139-0100-000	191-139-0550-000	191-140-0310-000	191-141-0190-000	191-142-0110-000	191-142-0560-000
191-139-0110-000	191-139-0560-000	191-140-0320-000	191-141-0200-000	191-142-0120-000	191-142-0570-000
191-139-0120-000	191-139-0570-000	191-140-0330-000	191-141-0210-000	191-142-0130-000	191-142-0580-000
191-139-0130-000	191-139-0580-000	191-140-0340-000	191-141-0220-000	191-142-0140-000	191-142-0590-000
191-139-0140-000	191-139-0590-000	191-140-0350-000	191-141-0230-000	191-142-0150-000	191-142-0600-000
191-139-0150-000	191-139-0600-000	191-140-0360-000	191-141-0240-000	191-142-0160-000	191-142-0610-000
191-139-0160-000	191-139-0610-000	191-140-0370-000	191-141-0250-000	191-142-0170-000	191-142-0620-000
191-139-0170-000	191-139-0620-000	191-140-0380-000	191-141-0260-000	191-142-0180-000	191-142-0630-000
191-139-0180-000	191-139-0630-000	191-140-0390-000	191-141-0270-000	191-142-0190-000	191-142-0640-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
191-142-0650-000	191-143-0440-000	191-144-0190-000	191-144-0640-000	191-145-0310-000	191-146-0330-000
191-142-0660-000	191-143-0450-000	191-144-0200-000	191-144-0650-000	191-145-0320-000	191-146-0340-000
191-143-0010-000	191-143-0460-000	191-144-0210-000	191-144-0660-000	191-145-0330-000	191-146-0350-000
191-143-0020-000	191-143-0470-000	191-144-0220-000	191-144-0670-000	191-145-0340-000	191-146-0360-000
191-143-0030-000	191-143-0480-000	191-144-0230-000	191-144-0680-000	191-145-0350-000	191-147-0010-000
191-143-0040-000	191-143-0490-000	191-144-0240-000	191-144-0690-000	191-145-0360-000	191-147-0020-000
191-143-0050-000	191-143-0500-000	191-144-0250-000	191-144-0700-000	191-145-0370-000	191-147-0030-000
191-143-0060-000	191-143-0510-000	191-144-0260-000	191-144-0710-000	191-145-0380-000	191-147-0040-000
191-143-0070-000	191-143-0520-000	191-144-0270-000	191-144-0720-000	191-145-0390-000	191-147-0050-000
191-143-0080-000	191-143-0530-000	191-144-0280-000	191-144-0730-000	191-145-0400-000	191-147-0060-000
191-143-0090-000	191-143-0540-000	191-144-0290-000	191-144-0740-000	191-145-0410-000	191-147-0070-000
191-143-0100-000	191-143-0550-000	191-144-0300-000	191-144-0750-000	191-145-0420-000	191-147-0080-000
191-143-0110-000	191-143-0560-000	191-144-0310-000	191-144-0760-000	191-145-0430-000	191-147-0090-000
191-143-0120-000	191-143-0570-000	191-144-0320-000	191-144-0770-000	191-146-0010-000	191-147-0100-000
191-143-0130-000	191-143-0580-000	191-144-0330-000	191-144-0780-000	191-146-0020-000	191-147-0110-000
191-143-0140-000	191-143-0590-000	191-144-0340-000	191-145-0010-000	191-146-0030-000	191-147-0120-000
191-143-0150-000	191-143-0600-000	191-144-0350-000	191-145-0020-000	191-146-0040-000	191-147-0130-000
191-143-0160-000	191-143-0610-000	191-144-0360-000	191-145-0030-000	191-146-0050-000	191-147-0140-000
191-143-0170-000	191-143-0620-000	191-144-0370-000	191-145-0040-000	191-146-0060-000	191-147-0150-000
191-143-0180-000	191-143-0630-000	191-144-0380-000	191-145-0050-000	191-146-0070-000	191-147-0160-000
191-143-0190-000	191-143-0640-000	191-144-0390-000	191-145-0060-000	191-146-0080-000	191-147-0170-000
191-143-0200-000	191-143-0650-000	191-144-0400-000	191-145-0070-000	191-146-0090-000	191-147-0180-000
191-143-0210-000	191-143-0660-000	191-144-0410-000	191-145-0080-000	191-146-0100-000	191-147-0190-000
191-143-0220-000	191-143-0670-000	191-144-0420-000	191-145-0090-000	191-146-0110-000	191-147-0200-000
191-143-0230-000	191-143-0680-000	191-144-0430-000	191-145-0100-000	191-146-0120-000	191-147-0210-000
191-143-0240-000	191-143-0690-000	191-144-0440-000	191-145-0110-000	191-146-0130-000	191-147-0220-000
191-143-0250-000	191-143-0700-000	191-144-0450-000	191-145-0120-000	191-146-0140-000	191-147-0230-000
191-143-0260-000	191-143-0710-000	191-144-0460-000	191-145-0130-000	191-146-0150-000	191-147-0240-000
191-143-0270-000	191-143-0720-000	191-144-0470-000	191-145-0140-000	191-146-0160-000	191-147-0250-000
191-143-0280-000	191-143-0730-000	191-144-0480-000	191-145-0150-000	191-146-0170-000	191-147-0260-000
191-143-0290-000	191-144-0010-000	191-144-0490-000	191-145-0160-000	191-146-0180-000	191-147-0270-000
191-143-0300-000	191-144-0020-000	191-144-0500-000	191-145-0170-000	191-146-0190-000	191-147-0280-000
191-143-0310-000	191-144-0030-000	191-144-0510-000	191-145-0180-000	191-146-0200-000	191-147-0290-000
191-143-0320-000	191-144-0040-000	191-144-0520-000	191-145-0190-000	191-146-0210-000	191-147-0300-000
191-143-0330-000	191-144-0050-000	191-144-0530-000	191-145-0200-000	191-146-0220-000	191-147-0310-000
191-143-0340-000	191-144-0060-000	191-144-0540-000	191-145-0210-000	191-146-0230-000	191-147-0320-000
191-143-0350-000	191-144-0070-000	191-144-0550-000	191-145-0220-000	191-146-0240-000	191-147-0330-000
191-143-0360-000	191-144-0110-000	191-144-0560-000	191-145-0230-000	191-146-0250-000	191-147-0340-000
191-143-0370-000	191-144-0120-000	191-144-0570-000	191-145-0240-000	191-146-0260-000	191-147-0350-000
191-143-0380-000	191-144-0130-000	191-144-0580-000	191-145-0250-000	191-146-0270-000	191-147-0360-000
191-143-0390-000	191-144-0140-000	191-144-0590-000	191-145-0260-000	191-146-0280-000	191-147-0370-000
191-143-0400-000	191-144-0150-000	191-144-0600-000	191-145-0270-000	191-146-0290-000	191-147-0380-000
191-143-0410-000	191-144-0160-000	191-144-0610-000	191-145-0280-000	191-146-0300-000	191-147-0390-000
191-143-0420-000	191-144-0170-000	191-144-0620-000	191-145-0290-000	191-146-0310-000	191-147-0400-000
191-143-0430-000	191-144-0180-000	191-144-0630-000	191-145-0300-000	191-146-0320-000	191-148-0010-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
191-148-0020-000	191-149-0050-000	191-149-0500-000	191-150-0380-000	191-151-0320-000	191-152-0310-000
191-148-0030-000	191-149-0060-000	191-149-0510-000	191-150-0390-000	191-151-0330-000	191-152-0320-000
191-148-0040-000	191-149-0070-000	191-149-0520-000	191-150-0400-000	191-151-0340-000	191-152-0330-000
191-148-0050-000	191-149-0080-000	191-149-0530-000	191-150-0410-000	191-151-0350-000	191-152-0340-000
191-148-0060-000	191-149-0090-000	191-149-0540-000	191-150-0420-000	191-151-0360-000	191-152-0350-000
191-148-0070-000	191-149-0100-000	191-149-0550-000	191-150-0430-000	191-151-0370-000	191-152-0360-000
191-148-0080-000	191-149-0110-000	191-149-0560-000	191-150-0440-000	191-151-0380-000	191-152-0370-000
191-148-0090-000	191-149-0120-000	191-149-0570-000	191-150-0450-000	191-151-0390-000	191-152-0380-000
191-148-0100-000	191-149-0130-000	191-150-0010-000	191-150-0460-000	191-151-0400-000	191-152-0390-000
191-148-0110-000	191-149-0140-000	191-150-0020-000	191-150-0470-000	191-151-0410-000	191-152-0400-000
191-148-0120-000	191-149-0150-000	191-150-0030-000	191-150-0480-000	191-151-0420-000	191-152-0410-000
191-148-0130-000	191-149-0160-000	191-150-0040-000	191-150-0490-000	191-151-0430-000	191-152-0420-000
191-148-0140-000	191-149-0170-000	191-150-0050-000	191-150-0500-000	191-151-0440-000	191-152-0430-000
191-148-0150-000	191-149-0180-000	191-150-0060-000	191-150-0510-000	191-151-0450-000	191-152-0440-000
191-148-0160-000	191-149-0190-000	191-150-0070-000	191-151-0010-000	191-151-0460-000	191-152-0450-000
191-148-0170-000	191-149-0200-000	191-150-0080-000	191-151-0020-000	191-152-0010-000	191-152-0460-000
191-148-0180-000	191-149-0210-000	191-150-0090-000	191-151-0030-000	191-152-0020-000	191-152-0470-000
191-148-0190-000	191-149-0220-000	191-150-0100-000	191-151-0040-000	191-152-0030-000	191-152-0480-000
191-148-0200-000	191-149-0230-000	191-150-0110-000	191-151-0050-000	191-152-0040-000	191-152-0490-000
191-148-0210-000	191-149-0240-000	191-150-0120-000	191-151-0060-000	191-152-0050-000	191-152-0500-000
191-148-0220-000	191-149-0250-000	191-150-0130-000	191-151-0070-000	191-152-0060-000	191-152-0510-000
191-148-0230-000	191-149-0260-000	191-150-0140-000	191-151-0080-000	191-152-0070-000	191-152-0520-000
191-148-0240-000	191-149-0270-000	191-150-0150-000	191-151-0090-000	191-152-0080-000	191-152-0530-000
191-148-0250-000	191-149-0280-000	191-150-0160-000	191-151-0100-000	191-152-0090-000	191-152-0540-000
191-148-0260-000	191-149-0290-000	191-150-0170-000	191-151-0110-000	191-152-0100-000	191-152-0550-000
191-148-0270-000	191-149-0300-000	191-150-0180-000	191-151-0120-000	191-152-0110-000	191-152-0560-000
191-148-0280-000	191-149-0310-000	191-150-0190-000	191-151-0130-000	191-152-0120-000	191-152-0570-000
191-148-0290-000	191-149-0320-000	191-150-0200-000	191-151-0140-000	191-152-0130-000	191-152-0580-000
191-148-0300-000	191-149-0330-000	191-150-0210-000	191-151-0150-000	191-152-0140-000	191-152-0590-000
191-148-0310-000	191-149-0340-000	191-150-0220-000	191-151-0160-000	191-152-0150-000	191-152-0600-000
191-148-0320-000	191-149-0350-000	191-150-0230-000	191-151-0170-000	191-152-0160-000	191-152-0610-000
191-148-0330-000	191-149-0360-000	191-150-0240-000	191-151-0180-000	191-152-0170-000	191-152-0620-000
191-148-0340-000	191-149-0370-000	191-150-0250-000	191-151-0190-000	191-152-0180-000	191-152-0630-000
191-148-0350-000	191-149-0380-000	191-150-0260-000	191-151-0200-000	191-152-0190-000	191-152-0640-000
191-148-0360-000	191-149-0390-000	191-150-0270-000	191-151-0210-000	191-152-0200-000	191-153-0010-000
191-148-0370-000	191-149-0400-000	191-150-0280-000	191-151-0220-000	191-152-0210-000	191-153-0020-000
191-148-0380-000	191-149-0410-000	191-150-0290-000	191-151-0230-000	191-152-0220-000	191-153-0030-000
191-148-0390-000	191-149-0420-000	191-150-0300-000	191-151-0240-000	191-152-0230-000	191-153-0040-000
191-148-0400-000	191-149-0430-000	191-150-0310-000	191-151-0250-000	191-152-0240-000	191-153-0050-000
191-148-0410-000	191-149-0440-000	191-150-0320-000	191-151-0260-000	191-152-0250-000	191-153-0060-000
191-148-0420-000	191-149-0450-000	191-150-0330-000	191-151-0270-000	191-152-0260-000	191-153-0070-000
191-149-0010-000	191-149-0460-000	191-150-0340-000	191-151-0280-000	191-152-0270-000	191-153-0080-000
191-149-0020-000	191-149-0470-000	191-150-0350-000	191-151-0290-000	191-152-0280-000	191-153-0090-000
191-149-0030-000	191-149-0480-000	191-150-0360-000	191-151-0300-000	191-152-0290-000	191-153-0100-000
191-149-0040-000	191-149-0490-000	191-150-0370-000	191-151-0310-000	191-152-0300-000	191-153-0110-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
191-153-0120-000	191-153-0570-000	191-154-0270-000	191-155-0110-000	191-155-0560-000	191-156-0280-000
191-153-0130-000	191-153-0580-000	191-154-0280-000	191-155-0120-000	191-155-0570-000	191-156-0290-000
191-153-0140-000	191-153-0590-000	191-154-0290-000	191-155-0130-000	191-155-0580-000	191-156-0300-000
191-153-0150-000	191-153-0600-000	191-154-0300-000	191-155-0140-000	191-155-0590-000	191-156-0310-000
191-153-0160-000	191-153-0610-000	191-154-0310-000	191-155-0150-000	191-155-0600-000	191-156-0320-000
191-153-0170-000	191-153-0620-000	191-154-0320-000	191-155-0160-000	191-155-0610-000	191-156-0330-000
191-153-0180-000	191-153-0630-000	191-154-0330-000	191-155-0170-000	191-155-0620-000	191-156-0340-000
191-153-0190-000	191-153-0640-000	191-154-0340-000	191-155-0180-000	191-155-0630-000	191-156-0350-000
191-153-0200-000	191-153-0650-000	191-154-0350-000	191-155-0190-000	191-155-0640-000	191-156-0360-000
191-153-0210-000	191-153-0660-000	191-154-0360-000	191-155-0200-000	191-155-0650-000	191-156-0370-000
191-153-0220-000	191-153-0670-000	191-154-0370-000	191-155-0210-000	191-155-0660-000	191-156-0380-000
191-153-0230-000	191-153-0680-000	191-154-0380-000	191-155-0220-000	191-155-0670-000	191-156-0390-000
191-153-0240-000	191-153-0690-000	191-154-0390-000	191-155-0230-000	191-155-0680-000	191-156-0400-000
191-153-0250-000	191-153-0700-000	191-154-0400-000	191-155-0240-000	191-155-0690-000	191-156-0410-000
191-153-0260-000	191-153-0710-000	191-154-0410-000	191-155-0250-000	191-155-0710-000	191-156-0420-000
191-153-0270-000	191-153-0720-000	191-154-0420-000	191-155-0260-000	191-155-0730-000	191-156-0430-000
191-153-0280-000	191-153-0730-000	191-154-0430-000	191-155-0270-000	191-155-0760-000	191-156-0440-000
191-153-0290-000	191-153-0740-000	191-154-0440-000	191-155-0280-000	191-155-0770-000	191-156-0450-000
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191-153-0380-000	191-154-0080-000	191-154-0530-000	191-155-0370-000	191-156-0090-000	191-157-0070-000
191-153-0390-000	191-154-0090-000	191-154-0540-000	191-155-0380-000	191-156-0100-000	191-157-0080-000
191-153-0400-000	191-154-0100-000	191-154-0550-000	191-155-0390-000	191-156-0110-000	191-157-0090-000
191-153-0410-000	191-154-0110-000	191-154-0560-000	191-155-0400-000	191-156-0120-000	191-157-0100-000
191-153-0420-000	191-154-0120-000	191-154-0570-000	191-155-0410-000	191-156-0130-000	191-157-0110-000
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191-153-0470-000	191-154-0170-000	191-155-0010-000	191-155-0460-000	191-156-0180-000	191-157-0160-000
191-153-0480-000	191-154-0180-000	191-155-0020-000	191-155-0470-000	191-156-0190-000	191-157-0170-000
191-153-0490-000	191-154-0190-000	191-155-0030-000	191-155-0480-000	191-156-0200-000	191-157-0180-000
191-153-0500-000	191-154-0200-000	191-155-0040-000	191-155-0490-000	191-156-0210-000	191-157-0190-000
191-153-0510-000	191-154-0210-000	191-155-0050-000	191-155-0500-000	191-156-0220-000	191-157-0200-000
191-153-0520-000	191-154-0220-000	191-155-0060-000	191-155-0510-000	191-156-0230-000	191-157-0210-000
191-153-0530-000	191-154-0230-000	191-155-0070-000	191-155-0520-000	191-156-0240-000	191-157-0220-000
191-153-0540-000	191-154-0240-000	191-155-0080-000	191-155-0530-000	191-156-0250-000	191-157-0230-000
191-153-0550-000	191-154-0250-000	191-155-0090-000	191-155-0540-000	191-156-0260-000	191-157-0240-000
191-153-0560-000	191-154-0260-000	191-155-0100-000	191-155-0550-000	191-156-0270-000	191-157-0250-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
191-157-0260-000	191-158-0210-000	191-159-0300-000	191-160-0050-000	191-160-0580-000	191-161-0290-000
191-157-0270-000	191-158-0220-000	191-159-0310-000	191-160-0060-000	191-160-0590-000	191-161-0300-000
191-157-0280-000	191-158-0230-000	191-159-0320-000	191-160-0070-000	191-160-0600-000	191-161-0310-000
191-157-0290-000	191-158-0240-000	191-159-0330-000	191-160-0080-000	191-160-0610-000	191-161-0320-000
191-157-0300-000	191-158-0250-000	191-159-0340-000	191-160-0090-000	191-160-0620-000	191-161-0330-000
191-157-0310-000	191-158-0260-000	191-159-0350-000	191-160-0100-000	191-160-0630-000	191-161-0340-000
191-157-0320-000	191-158-0270-000	191-159-0360-000	191-160-0110-000	191-160-0640-000	191-161-0350-000
191-157-0330-000	191-158-0280-000	191-159-0370-000	191-160-0120-000	191-160-0650-000	191-161-0360-000
191-157-0340-000	191-158-0290-000	191-159-0380-000	191-160-0130-000	191-160-0660-000	191-161-0370-000
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191-157-0360-000	191-158-0310-000	191-159-0400-000	191-160-0150-000	191-160-0680-000	191-161-0390-000
191-157-0370-000	191-158-0320-000	191-159-0410-000	191-160-0160-000	191-160-0690-000	191-161-0400-000
191-157-0380-000	191-158-0330-000	191-159-0420-000	191-160-0170-000	191-160-0700-000	191-161-0410-000
191-157-0390-000	191-158-0340-000	191-159-0430-000	191-160-0180-000	191-160-0710-000	191-162-0010-000
191-157-0400-000	191-158-0350-000	191-159-0440-000	191-160-0190-000	191-160-0720-000	191-162-0020-000
191-157-0410-000	191-158-0360-000	191-159-0450-000	191-160-0200-000	191-160-0730-000	191-162-0030-000
191-157-0420-000	191-158-0370-000	191-159-0460-000	191-160-0210-000	191-160-0740-000	191-162-0040-000
191-157-0430-000	191-158-0380-000	191-159-0470-000	191-160-0220-000	191-160-0750-000	191-162-0050-000
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191-157-0450-000	191-159-0010-000	191-159-0490-000	191-160-0240-000	191-161-0030-000	191-162-0070-000
191-157-0460-000	191-159-0020-000	191-159-0500-000	191-160-0250-000	191-161-0040-000	191-162-0130-000
191-157-0470-000	191-159-0030-000	191-159-0510-000	191-160-0260-000	191-161-0050-000	191-162-0140-000
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191-158-0030-000	191-159-0090-000	191-159-0570-000	191-160-0350-000	191-161-0110-000	191-162-0200-000
191-158-0040-000	191-159-0100-000	191-159-0580-000	191-160-0360-000	191-161-0120-000	191-162-0210-000
191-158-0050-000	191-159-0110-000	191-159-0590-000	191-160-0370-000	191-161-0130-000	191-162-0220-000
191-158-0060-000	191-159-0120-000	191-159-0600-000	191-160-0380-000	191-161-0140-000	191-162-0230-000
191-158-0070-000	191-159-0130-000	191-159-0610-000	191-160-0390-000	191-161-0150-000	191-162-0250-000
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191-158-0090-000	191-159-0150-000	191-159-0630-000	191-160-0460-000	191-161-0170-000	191-162-0270-000
191-158-0100-000	191-159-0180-000	191-159-0640-000	191-160-0470-000	191-161-0180-000	191-162-0280-000
191-158-0110-000	191-159-0190-000	191-159-0650-000	191-160-0480-000	191-161-0190-000	191-162-0290-000
191-158-0120-000	191-159-0200-000	191-159-0660-000	191-160-0490-000	191-161-0200-000	191-162-0300-000
191-158-0130-000	191-159-0210-000	191-159-0670-000	191-160-0500-000	191-161-0210-000	191-162-0310-000
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191-158-0150-000	191-159-0240-000	191-159-0690-000	191-160-0520-000	191-161-0230-000	191-162-0330-000
191-158-0160-000	191-159-0250-000	191-159-0700-000	191-160-0530-000	191-161-0240-000	191-162-0340-000
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191-158-0180-000	191-159-0270-000	191-160-0020-000	191-160-0550-000	191-161-0260-000	191-162-0360-000
191-158-0190-000	191-159-0280-000	191-160-0030-000	191-160-0560-000	191-161-0270-000	191-162-0370-000
191-158-0200-000	191-159-0290-000	191-160-0040-000	191-160-0570-000	191-161-0280-000	191-162-0380-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
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191-162-0400-000	191-163-0290-000	191-164-0240-000	191-165-0040-000	191-166-0040-000	191-167-0060-000
191-162-0410-000	191-163-0320-000	191-164-0250-000	191-165-0050-000	191-166-0050-000	191-167-0070-000
191-162-0420-000	191-163-0330-000	191-164-0260-000	191-165-0060-000	191-166-0060-000	191-167-0080-000
191-162-0430-000	191-163-0340-000	191-164-0270-000	191-165-0070-000	191-166-0070-000	191-167-0090-000
191-162-0440-000	191-163-0350-000	191-164-0280-000	191-165-0080-000	191-166-0080-000	191-167-0100-000
191-162-0450-000	191-163-0360-000	191-164-0290-000	191-165-0090-000	191-166-0090-000	191-167-0110-000
191-162-0460-000	191-163-0370-000	191-164-0300-000	191-165-0100-000	191-166-0100-000	191-167-0120-000
191-162-0470-000	191-163-0380-000	191-164-0310-000	191-165-0110-000	191-166-0110-000	191-167-0130-000
191-162-0480-000	191-163-0390-000	191-164-0320-000	191-165-0120-000	191-166-0120-000	191-167-0140-000
191-162-0500-000	191-163-0400-000	191-164-0330-000	191-165-0130-000	191-166-0130-000	191-167-0150-000
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191-162-0530-000	191-163-0420-000	191-164-0350-000	191-165-0150-000	191-166-0150-000	191-167-0170-000
191-162-0540-000	191-163-0430-000	191-164-0360-000	191-165-0160-000	191-166-0160-000	191-167-0180-000
191-162-0550-000	191-163-0440-000	191-164-0370-000	191-165-0170-000	191-166-0170-000	191-167-0190-000
191-162-0560-000	191-163-0450-000	191-164-0380-000	191-165-0180-000	191-166-0180-000	191-167-0200-000
191-162-0570-000	191-163-0460-000	191-164-0390-000	191-165-0190-000	191-166-0190-000	191-167-0210-000
191-162-0580-000	191-163-0470-000	191-164-0400-000	191-165-0200-000	191-166-0200-000	191-167-0220-000
191-162-0590-000	191-163-0480-000	191-164-0410-000	191-165-0210-000	191-166-0210-000	191-167-0230-000
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191-163-0020-000	191-163-0500-000	191-164-0430-000	191-165-0230-000	191-166-0230-000	191-167-0250-000
191-163-0030-000	191-163-0510-000	191-164-0440-000	191-165-0240-000	191-166-0240-000	191-167-0260-000
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191-163-0060-000	191-164-0020-000	191-164-0470-000	191-165-0270-000	191-166-0270-000	191-167-0290-000
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191-163-0080-000	191-164-0040-000	191-164-0490-000	191-165-0290-000	191-166-0290-000	191-167-0310-000
191-163-0090-000	191-164-0050-000	191-164-0500-000	191-165-0300-000	191-166-0300-000	191-167-0320-000
191-163-0100-000	191-164-0060-000	191-164-0510-000	191-165-0310-000	191-166-0310-000	191-167-0330-000
191-163-0110-000	191-164-0070-000	191-164-0520-000	191-165-0320-000	191-166-0320-000	191-167-0340-000
191-163-0120-000	191-164-0080-000	191-164-0530-000	191-165-0330-000	191-166-0330-000	191-167-0350-000
191-163-0130-000	191-164-0090-000	191-164-0540-000	191-165-0340-000	191-166-0340-000	191-167-0360-000
191-163-0140-000	191-164-0100-000	191-164-0550-000	191-165-0350-000	191-166-0350-000	191-167-0370-000
191-163-0150-000	191-164-0110-000	191-164-0560-000	191-165-0360-000	191-166-0360-000	191-167-0380-000
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191-163-0180-000	191-164-0130-000	191-164-0580-000	191-165-0380-000	191-166-0380-000	191-167-0400-000
191-163-0190-000	191-164-0140-000	191-164-0590-000	191-165-0390-000	191-166-0390-000	191-167-0410-000
191-163-0200-000	191-164-0150-000	191-164-0600-000	191-165-0400-000	191-166-0400-000	191-167-0420-000
191-163-0210-000	191-164-0160-000	191-164-0610-000	191-165-0410-000	191-166-0410-000	191-167-0430-000
191-163-0220-000	191-164-0170-000	191-164-0620-000	191-165-0420-000	191-166-0420-000	191-167-0440-000
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191-163-0240-000	191-164-0190-000	191-164-0640-000	191-165-0440-000	191-167-0010-000	191-167-0460-000
191-163-0250-000	191-164-0200-000	191-164-0650-000	191-165-0450-000	191-167-0020-000	191-167-0470-000
191-163-0260-000	191-164-0210-000	191-165-0010-000	191-166-0010-000	191-167-0030-000	191-167-0480-000
191-163-0270-000	191-164-0220-000	191-165-0020-000	191-166-0020-000	191-167-0040-000	191-167-0490-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
191-167-0500-000	191-168-0430-000	191-169-0390-000	191-173-0260-000	191-174-0150-000	191-175-0130-000
191-167-0510-000	191-168-0440-000	191-169-0400-000	191-173-0270-000	191-174-0160-000	191-175-0140-000
191-167-0520-000	191-168-0450-000	191-169-0410-000	191-173-0280-000	191-174-0170-000	191-175-0150-000
191-168-0010-000	191-168-0460-000	191-169-0420-000	191-173-0290-000	191-174-0180-000	191-175-0160-000
191-168-0020-000	191-168-0470-000	191-169-0430-000	191-173-0300-000	191-174-0190-000	191-175-0170-000
191-168-0030-000	191-168-0480-000	191-169-0440-000	191-173-0310-000	191-174-0200-000	191-175-0180-000
191-168-0040-000	191-168-0490-000	191-169-0450-000	191-173-0320-000	191-174-0210-000	191-175-0190-000
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191-168-0060-000	191-168-0510-000	191-169-0470-000	191-173-0340-000	191-174-0230-000	191-175-0210-000
191-168-0070-000	191-168-0520-000	191-169-0480-000	191-173-0350-000	191-174-0240-000	191-175-0220-000
191-168-0080-000	191-169-0010-000	191-169-0490-000	191-173-0360-000	191-174-0250-000	191-175-0230-000
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191-168-0110-000	191-169-0040-000	191-169-0520-000	191-173-0390-000	191-174-0280-000	191-175-0260-000
191-168-0120-000	191-169-0050-000	191-169-0530-000	191-173-0400-000	191-174-0290-000	191-175-0270-000
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191-168-0270-000	191-169-0230-000	191-173-0100-000	191-173-0550-000	191-174-0440-000	191-175-0420-000
191-168-0280-000	191-169-0240-000	191-173-0110-000	191-173-0560-000	191-174-0450-000	191-175-0430-000
191-168-0290-000	191-169-0250-000	191-173-0120-000	191-174-0010-000	191-174-0460-000	191-175-0440-000
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191-168-0420-000	191-169-0380-000	191-173-0250-000	191-174-0140-000	191-175-0120-000	191-176-0050-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
191-176-0060-000	192-202-0580-000	192-204-0350-000	192-205-0290-000	192-205-0740-000	192-206-0270-000
191-176-0070-000	192-202-0590-000	192-204-0410-000	192-205-0300-000	192-205-0750-000	192-206-0280-000
191-176-0080-000	192-202-0600-000	192-204-0420-000	192-205-0310-000	192-205-0760-000	192-206-0290-000
191-176-0090-000	192-202-0610-000	192-204-0430-000	192-205-0320-000	192-205-0770-000	192-206-0300-000
191-176-0100-000	192-202-0620-000	192-204-0440-000	192-205-0330-000	192-205-0780-000	192-206-0310-000
191-176-0110-000	192-202-0630-000	192-204-0460-000	192-205-0340-000	192-205-0790-000	192-206-0320-000
191-176-0120-000	192-202-0640-000	192-204-0470-000	192-205-0350-000	192-205-0800-000	192-206-0330-000
191-176-0130-000	192-202-0650-000	192-204-0480-000	192-205-0360-000	192-205-0810-000	192-206-0340-000
191-176-0140-000	192-202-0660-000	192-204-0490-000	192-205-0370-000	192-205-0820-000	192-206-0350-000
191-176-0150-000	192-202-0670-000	192-204-0500-000	192-205-0380-000	192-205-0830-000	192-206-0360-000
191-176-0160-000	192-203-0070-000	192-204-0510-000	192-205-0390-000	192-205-0840-000	192-206-0370-000
191-176-0170-000	192-203-0080-000	192-204-0520-000	192-205-0400-000	192-205-0850-000	192-206-0380-000
191-176-0200-000	192-203-0090-000	192-204-0530-000	192-205-0410-000	192-205-0860-000	192-206-0390-000
191-176-0210-000	192-203-0100-000	192-204-0540-000	192-205-0420-000	192-205-0870-000	192-206-0400-000
192-202-0060-000	192-203-0120-000	192-204-0550-000	192-205-0430-000	192-205-0880-000	192-206-0410-000
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192-202-0080-000	192-203-0170-000	192-204-0570-000	192-205-0450-000	192-205-0900-000	192-206-0430-000
192-202-0090-000	192-203-0260-000	192-205-0010-000	192-205-0460-000	192-205-0910-000	192-206-0440-000
192-202-0140-000	192-203-0270-000	192-205-0020-000	192-205-0470-000	192-205-0920-000	192-206-0450-000
192-202-0160-000	192-203-0280-000	192-205-0030-000	192-205-0480-000	192-206-0010-000	192-206-0460-000
192-202-0180-000	192-203-0290-000	192-205-0040-000	192-205-0490-000	192-206-0020-000	192-206-0470-000
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192-202-0360-000	192-203-0510-000	192-205-0110-000	192-205-0560-000	192-206-0090-000	192-207-0060-000
192-202-0380-000	192-203-0540-000	192-205-0120-000	192-205-0570-000	192-206-0100-000	192-207-0070-000
192-202-0390-000	192-204-0040-000	192-205-0130-000	192-205-0580-000	192-206-0110-000	192-207-0080-000
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192-202-0440-000	192-204-0100-000	192-205-0150-000	192-205-0600-000	192-206-0130-000	192-207-0100-000
192-202-0450-000	192-204-0110-000	192-205-0160-000	192-205-0610-000	192-206-0140-000	192-207-0110-000
192-202-0460-000	192-204-0140-000	192-205-0170-000	192-205-0620-000	192-206-0150-000	192-207-0120-000
192-202-0470-000	192-204-0150-000	192-205-0180-000	192-205-0630-000	192-206-0160-000	192-207-0130-000
192-202-0480-000	192-204-0190-000	192-205-0190-000	192-205-0640-000	192-206-0170-000	192-207-0140-000
192-202-0490-000	192-204-0200-000	192-205-0200-000	192-205-0650-000	192-206-0180-000	192-207-0150-000
192-202-0500-000	192-204-0210-000	192-205-0210-000	192-205-0660-000	192-206-0190-000	192-207-0160-000
192-202-0510-000	192-204-0220-000	192-205-0220-000	192-205-0670-000	192-206-0200-000	192-207-0170-000
192-202-0520-000	192-204-0230-000	192-205-0230-000	192-205-0680-000	192-206-0210-000	192-207-0180-000
192-202-0530-000	192-204-0240-000	192-205-0240-000	192-205-0690-000	192-206-0220-000	192-207-0190-000
192-202-0540-000	192-204-0250-000	192-205-0250-000	192-205-0700-000	192-206-0230-000	192-207-0200-000
192-202-0550-000	192-204-0310-000	192-205-0260-000	192-205-0710-000	192-206-0240-000	192-207-0210-000
192-202-0560-000	192-204-0320-000	192-205-0270-000	192-205-0720-000	192-206-0250-000	192-207-0220-000
192-202-0570-000	192-204-0330-000	192-205-0280-000	192-205-0730-000	192-206-0260-000	192-207-0230-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
192-207-0240-000	192-208-0210-000	192-208-0660-000	192-209-0350-000	192-210-0140-000	192-210-0590-000
192-207-0250-000	192-208-0220-000	192-208-0670-000	192-209-0360-000	192-210-0150-000	192-210-0600-000
192-207-0260-000	192-208-0230-000	192-208-0680-000	192-209-0370-000	192-210-0160-000	192-210-0610-000
192-207-0270-000	192-208-0240-000	192-208-0690-000	192-209-0380-000	192-210-0170-000	192-210-0620-000
192-207-0280-000	192-208-0250-000	192-208-0700-000	192-209-0390-000	192-210-0180-000	192-210-0630-000
192-207-0290-000	192-208-0260-000	192-208-0710-000	192-209-0400-000	192-210-0190-000	192-210-0640-000
192-207-0300-000	192-208-0270-000	192-208-0720-000	192-209-0410-000	192-210-0200-000	192-210-0650-000
192-207-0310-000	192-208-0280-000	192-208-0730-000	192-209-0420-000	192-210-0210-000	192-210-0660-000
192-207-0320-000	192-208-0290-000	192-208-0740-000	192-209-0430-000	192-210-0220-000	192-210-0670-000
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192-207-0340-000	192-208-0310-000	192-208-0760-000	192-209-0450-000	192-210-0240-000	192-210-0690-000
192-207-0350-000	192-208-0320-000	192-209-0010-000	192-209-0460-000	192-210-0250-000	192-210-0700-000
192-207-0360-000	192-208-0330-000	192-209-0020-000	192-209-0470-000	192-210-0260-000	192-210-0710-000
192-207-0370-000	192-208-0340-000	192-209-0030-000	192-209-0480-000	192-210-0270-000	192-210-0720-000
192-207-0380-000	192-208-0350-000	192-209-0040-000	192-209-0490-000	192-210-0280-000	192-210-0730-000
192-207-0390-000	192-208-0360-000	192-209-0050-000	192-209-0500-000	192-210-0290-000	192-210-0740-000
192-207-0400-000	192-208-0370-000	192-209-0060-000	192-209-0510-000	192-210-0300-000	192-210-0750-000
192-207-0410-000	192-208-0380-000	192-209-0070-000	192-209-0520-000	192-210-0310-000	192-210-0760-000
192-207-0420-000	192-208-0390-000	192-209-0080-000	192-209-0530-000	192-210-0320-000	192-210-0770-000
192-207-0430-000	192-208-0400-000	192-209-0090-000	192-209-0540-000	192-210-0330-000	192-210-0780-000
192-207-0440-000	192-208-0410-000	192-209-0100-000	192-209-0550-000	192-210-0340-000	192-210-0790-000
192-207-0450-000	192-208-0420-000	192-209-0110-000	192-209-0560-000	192-210-0350-000	192-210-0800-000
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192-207-0480-000	192-208-0450-000	192-209-0140-000	192-209-0590-000	192-210-0380-000	192-210-0830-000
192-208-0010-000	192-208-0460-000	192-209-0150-000	192-209-0600-000	192-210-0390-000	192-210-0840-000
192-208-0020-000	192-208-0470-000	192-209-0160-000	192-209-0610-000	192-210-0400-000	192-210-0850-000
192-208-0030-000	192-208-0480-000	192-209-0170-000	192-209-0620-000	192-210-0410-000	192-210-0860-000
192-208-0040-000	192-208-0490-000	192-209-0180-000	192-209-0630-000	192-210-0420-000	192-210-0870-000
192-208-0050-000	192-208-0500-000	192-209-0190-000	192-209-0640-000	192-210-0430-000	192-210-0880-000
192-208-0060-000	192-208-0510-000	192-209-0200-000	192-209-0650-000	192-210-0440-000	192-210-0890-000
192-208-0070-000	192-208-0520-000	192-209-0210-000	192-209-0660-000	192-210-0450-000	192-210-0900-000
192-208-0080-000	192-208-0530-000	192-209-0220-000	192-210-0010-000	192-210-0460-000	192-211-0010-000
192-208-0090-000	192-208-0540-000	192-209-0230-000	192-210-0020-000	192-210-0470-000	192-211-0020-000
192-208-0100-000	192-208-0550-000	192-209-0240-000	192-210-0030-000	192-210-0480-000	192-211-0030-000
192-208-0110-000	192-208-0560-000	192-209-0250-000	192-210-0040-000	192-210-0490-000	192-211-0040-000
192-208-0120-000	192-208-0570-000	192-209-0260-000	192-210-0050-000	192-210-0500-000	192-211-0050-000
192-208-0130-000	192-208-0580-000	192-209-0270-000	192-210-0060-000	192-210-0510-000	192-211-0060-000
192-208-0140-000	192-208-0590-000	192-209-0280-000	192-210-0070-000	192-210-0520-000	192-211-0070-000
192-208-0150-000	192-208-0600-000	192-209-0290-000	192-210-0080-000	192-210-0530-000	192-211-0080-000
192-208-0160-000	192-208-0610-000	192-209-0300-000	192-210-0090-000	192-210-0540-000	192-211-0090-000
192-208-0170-000	192-208-0620-000	192-209-0310-000	192-210-0100-000	192-210-0550-000	192-211-0100-000
192-208-0180-000	192-208-0630-000	192-209-0320-000	192-210-0110-000	192-210-0560-000	192-211-0110-000
192-208-0190-000	192-208-0640-000	192-209-0330-000	192-210-0120-000	192-210-0570-000	192-211-0120-000
192-208-0200-000	192-208-0650-000	192-209-0340-000	192-210-0130-000	192-210-0580-000	192-211-0130-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
192-211-0140-000	192-211-0590-000	192-212-0410-000	192-213-0150-000	192-213-0600-000	192-214-0400-000
192-211-0150-000	192-211-0600-000	192-212-0420-000	192-213-0160-000	192-213-0610-000	192-214-0410-000
192-211-0160-000	192-211-0610-000	192-212-0430-000	192-213-0170-000	192-213-0620-000	192-214-0420-000
192-211-0170-000	192-211-0620-000	192-212-0440-000	192-213-0180-000	192-213-0630-000	192-214-0430-000
192-211-0180-000	192-211-0630-000	192-212-0450-000	192-213-0190-000	192-213-0640-000	192-214-0440-000
192-211-0190-000	192-212-0010-000	192-212-0460-000	192-213-0200-000	192-213-0650-000	192-214-0450-000
192-211-0200-000	192-212-0020-000	192-212-0470-000	192-213-0210-000	192-214-0010-000	192-214-0460-000
192-211-0210-000	192-212-0030-000	192-212-0480-000	192-213-0220-000	192-214-0020-000	192-214-0470-000
192-211-0220-000	192-212-0040-000	192-212-0490-000	192-213-0230-000	192-214-0030-000	192-214-0480-000
192-211-0230-000	192-212-0050-000	192-212-0500-000	192-213-0240-000	192-214-0040-000	192-214-0490-000
192-211-0240-000	192-212-0060-000	192-212-0510-000	192-213-0250-000	192-214-0050-000	192-214-0500-000
192-211-0250-000	192-212-0070-000	192-212-0520-000	192-213-0260-000	192-214-0060-000	192-214-0510-000
192-211-0260-000	192-212-0080-000	192-212-0530-000	192-213-0270-000	192-214-0070-000	192-214-0520-000
192-211-0270-000	192-212-0090-000	192-212-0540-000	192-213-0280-000	192-214-0080-000	192-214-0530-000
192-211-0280-000	192-212-0100-000	192-212-0550-000	192-213-0290-000	192-214-0090-000	192-214-0540-000
192-211-0290-000	192-212-0110-000	192-212-0560-000	192-213-0300-000	192-214-0100-000	192-215-0010-000
192-211-0300-000	192-212-0120-000	192-212-0570-000	192-213-0310-000	192-214-0110-000	192-215-0020-000
192-211-0310-000	192-212-0130-000	192-212-0580-000	192-213-0320-000	192-214-0120-000	192-215-0030-000
192-211-0320-000	192-212-0140-000	192-212-0590-000	192-213-0330-000	192-214-0130-000	192-215-0040-000
192-211-0330-000	192-212-0150-000	192-212-0600-000	192-213-0340-000	192-214-0140-000	192-215-0050-000
192-211-0340-000	192-212-0160-000	192-212-0610-000	192-213-0350-000	192-214-0150-000	192-215-0060-000
192-211-0350-000	192-212-0170-000	192-212-0620-000	192-213-0360-000	192-214-0160-000	192-215-0070-000
192-211-0360-000	192-212-0180-000	192-212-0630-000	192-213-0370-000	192-214-0170-000	192-215-0080-000
192-211-0370-000	192-212-0190-000	192-212-0640-000	192-213-0380-000	192-214-0180-000	192-215-0090-000
192-211-0380-000	192-212-0200-000	192-212-0650-000	192-213-0390-000	192-214-0190-000	192-215-0100-000
192-211-0390-000	192-212-0210-000	192-212-0660-000	192-213-0400-000	192-214-0200-000	192-215-0110-000
192-211-0400-000	192-212-0220-000	192-212-0670-000	192-213-0410-000	192-214-0210-000	192-215-0120-000
192-211-0410-000	192-212-0230-000	192-212-0680-000	192-213-0420-000	192-214-0220-000	192-215-0130-000
192-211-0420-000	192-212-0240-000	192-212-0690-000	192-213-0430-000	192-214-0230-000	192-215-0140-000
192-211-0430-000	192-212-0250-000	192-212-0700-000	192-213-0440-000	192-214-0240-000	192-215-0150-000
192-211-0440-000	192-212-0260-000	192-212-0710-000	192-213-0450-000	192-214-0250-000	192-215-0160-000
192-211-0450-000	192-212-0270-000	192-213-0010-000	192-213-0460-000	192-214-0260-000	192-215-0170-000
192-211-0460-000	192-212-0280-000	192-213-0020-000	192-213-0470-000	192-214-0270-000	192-215-0180-000
192-211-0470-000	192-212-0290-000	192-213-0030-000	192-213-0480-000	192-214-0280-000	192-215-0190-000
192-211-0480-000	192-212-0300-000	192-213-0040-000	192-213-0490-000	192-214-0290-000	192-215-0200-000
192-211-0490-000	192-212-0310-000	192-213-0050-000	192-213-0500-000	192-214-0300-000	192-215-0210-000
192-211-0500-000	192-212-0320-000	192-213-0060-000	192-213-0510-000	192-214-0310-000	192-215-0220-000
192-211-0510-000	192-212-0330-000	192-213-0070-000	192-213-0520-000	192-214-0320-000	192-215-0230-000
192-211-0520-000	192-212-0340-000	192-213-0080-000	192-213-0530-000	192-214-0330-000	192-215-0240-000
192-211-0530-000	192-212-0350-000	192-213-0090-000	192-213-0540-000	192-214-0340-000	192-215-0250-000
192-211-0540-000	192-212-0360-000	192-213-0100-000	192-213-0550-000	192-214-0350-000	192-215-0260-000
192-211-0550-000	192-212-0370-000	192-213-0110-000	192-213-0560-000	192-214-0360-000	192-215-0270-000
192-211-0560-000	192-212-0380-000	192-213-0120-000	192-213-0570-000	192-214-0370-000	192-215-0280-000
192-211-0570-000	192-212-0390-000	192-213-0130-000	192-213-0580-000	192-214-0380-000	192-215-0290-000
192-211-0580-000	192-212-0400-000	192-213-0140-000	192-213-0590-000	192-214-0390-000	192-215-0300-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
192-215-0310-000	192-216-0170-000	192-216-0620-000	192-217-0400-000	192-218-0120-000	192-218-0570-000
192-215-0320-000	192-216-0180-000	192-216-0630-000	192-217-0410-000	192-218-0130-000	192-218-0580-000
192-215-0330-000	192-216-0190-000	192-216-0640-000	192-217-0420-000	192-218-0140-000	192-218-0590-000
192-215-0340-000	192-216-0200-000	192-216-0650-000	192-217-0430-000	192-218-0150-000	192-218-0600-000
192-215-0350-000	192-216-0210-000	192-216-0660-000	192-217-0440-000	192-218-0160-000	192-218-0610-000
192-215-0360-000	192-216-0220-000	192-216-0670-000	192-217-0450-000	192-218-0170-000	192-218-0620-000
192-215-0370-000	192-216-0230-000	192-217-0010-000	192-217-0460-000	192-218-0180-000	192-218-0630-000
192-215-0380-000	192-216-0240-000	192-217-0020-000	192-217-0470-000	192-218-0190-000	192-218-0640-000
192-215-0390-000	192-216-0250-000	192-217-0030-000	192-217-0480-000	192-218-0200-000	192-218-0650-000
192-215-0400-000	192-216-0260-000	192-217-0040-000	192-217-0490-000	192-218-0210-000	192-218-0660-000
192-215-0410-000	192-216-0270-000	192-217-0050-000	192-217-0500-000	192-218-0220-000	192-218-0670-000
192-215-0420-000	192-216-0280-000	192-217-0060-000	192-217-0510-000	192-218-0230-000	192-218-0680-000
192-215-0430-000	192-216-0290-000	192-217-0070-000	192-217-0520-000	192-218-0240-000	192-218-0690-000
192-215-0440-000	192-216-0300-000	192-217-0080-000	192-217-0530-000	192-218-0250-000	192-218-0700-000
192-215-0450-000	192-216-0310-000	192-217-0090-000	192-217-0540-000	192-218-0260-000	192-218-0710-000
192-215-0460-000	192-216-0320-000	192-217-0100-000	192-217-0550-000	192-218-0270-000	192-218-0720-000
192-215-0470-000	192-216-0330-000	192-217-0110-000	192-217-0560-000	192-218-0280-000	192-218-0730-000
192-215-0480-000	192-216-0340-000	192-217-0120-000	192-217-0570-000	192-218-0290-000	192-218-0740-000
192-215-0490-000	192-216-0350-000	192-217-0130-000	192-217-0580-000	192-218-0300-000	192-218-0750-000
192-215-0500-000	192-216-0360-000	192-217-0140-000	192-217-0590-000	192-218-0310-000	192-218-0760-000
192-215-0510-000	192-216-0370-000	192-217-0150-000	192-217-0600-000	192-218-0320-000	192-218-0770-000
192-215-0520-000	192-216-0380-000	192-217-0160-000	192-217-0610-000	192-218-0330-000	192-218-0780-000
192-215-0530-000	192-216-0390-000	192-217-0170-000	192-217-0620-000	192-218-0340-000	192-218-0790-000
192-215-0540-000	192-216-0400-000	192-217-0180-000	192-217-0630-000	192-218-0350-000	192-218-0800-000
192-215-0550-000	192-216-0410-000	192-217-0190-000	192-217-0640-000	192-218-0360-000	192-218-0810-000
192-215-0560-000	192-216-0420-000	192-217-0200-000	192-217-0650-000	192-218-0370-000	192-218-0820-000
192-215-0570-000	192-216-0430-000	192-217-0210-000	192-217-0660-000	192-218-0380-000	192-219-0010-000
192-215-0580-000	192-216-0440-000	192-217-0220-000	192-217-0670-000	192-218-0390-000	192-219-0020-000
192-215-0590-000	192-216-0450-000	192-217-0230-000	192-217-0680-000	192-218-0400-000	192-219-0030-000
192-216-0010-000	192-216-0460-000	192-217-0240-000	192-217-0690-000	192-218-0410-000	192-219-0040-000
192-216-0020-000	192-216-0470-000	192-217-0250-000	192-217-0700-000	192-218-0420-000	192-219-0050-000
192-216-0030-000	192-216-0480-000	192-217-0260-000	192-217-0710-000	192-218-0430-000	192-219-0060-000
192-216-0040-000	192-216-0490-000	192-217-0270-000	192-217-0720-000	192-218-0440-000	192-219-0070-000
192-216-0050-000	192-216-0500-000	192-217-0280-000	192-217-0730-000	192-218-0450-000	192-219-0080-000
192-216-0060-000	192-216-0510-000	192-217-0290-000	192-218-0010-000	192-218-0460-000	192-219-0090-000
192-216-0070-000	192-216-0520-000	192-217-0300-000	192-218-0020-000	192-218-0470-000	192-219-0100-000
192-216-0080-000	192-216-0530-000	192-217-0310-000	192-218-0030-000	192-218-0480-000	192-219-0110-000
192-216-0090-000	192-216-0540-000	192-217-0320-000	192-218-0040-000	192-218-0490-000	192-219-0120-000
192-216-0100-000	192-216-0550-000	192-217-0330-000	192-218-0050-000	192-218-0500-000	192-219-0130-000
192-216-0110-000	192-216-0560-000	192-217-0340-000	192-218-0060-000	192-218-0510-000	192-219-0140-000
192-216-0120-000	192-216-0570-000	192-217-0350-000	192-218-0070-000	192-218-0520-000	192-219-0150-000
192-216-0130-000	192-216-0580-000	192-217-0360-000	192-218-0080-000	192-218-0530-000	192-219-0160-000
192-216-0140-000	192-216-0590-000	192-217-0370-000	192-218-0090-000	192-218-0540-000	192-219-0170-000
192-216-0150-000	192-216-0600-000	192-217-0380-000	192-218-0100-000	192-218-0550-000	192-219-0180-000
192-216-0160-000	192-216-0610-000	192-217-0390-000	192-218-0110-000	192-218-0560-000	192-219-0190-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
192-219-0200-000	192-219-0650-000	192-220-0380-000	192-221-0180-000	192-222-0160-000	192-223-0200-000
192-219-0210-000	192-219-0660-000	192-220-0390-000	192-221-0190-000	192-222-0170-000	192-223-0210-000
192-219-0220-000	192-219-0670-000	192-220-0400-000	192-221-0200-000	192-222-0180-000	192-223-0220-000
192-219-0230-000	192-219-0680-000	192-220-0410-000	192-221-0210-000	192-222-0190-000	192-223-0230-000
192-219-0240-000	192-219-0690-000	192-220-0420-000	192-221-0220-000	192-222-0200-000	192-223-0240-000
192-219-0250-000	192-219-0700-000	192-220-0430-000	192-221-0230-000	192-222-0210-000	192-223-0250-000
192-219-0260-000	192-219-0710-000	192-220-0440-000	192-221-0240-000	192-222-0220-000	192-223-0260-000
192-219-0270-000	192-219-0720-000	192-220-0450-000	192-221-0250-000	192-222-0230-000	192-223-0270-000
192-219-0280-000	192-220-0010-000	192-220-0460-000	192-221-0260-000	192-222-0240-000	192-223-0280-000
192-219-0290-000	192-220-0020-000	192-220-0470-000	192-221-0270-000	192-222-0250-000	192-223-0290-000
192-219-0300-000	192-220-0030-000	192-220-0480-000	192-221-0280-000	192-222-0260-000	192-223-0300-000
192-219-0310-000	192-220-0040-000	192-220-0490-000	192-221-0290-000	192-222-0270-000	192-223-0310-000
192-219-0320-000	192-220-0050-000	192-220-0500-000	192-221-0300-000	192-222-0280-000	192-223-0320-000
192-219-0330-000	192-220-0060-000	192-220-0510-000	192-221-0310-000	192-222-0290-000	192-223-0330-000
192-219-0340-000	192-220-0070-000	192-220-0520-000	192-221-0320-000	192-222-0300-000	192-223-0340-000
192-219-0350-000	192-220-0080-000	192-220-0530-000	192-221-0330-000	192-222-0310-000	192-223-0350-000
192-219-0360-000	192-220-0090-000	192-220-0540-000	192-221-0340-000	192-222-0320-000	192-223-0360-000
192-219-0370-000	192-220-0100-000	192-220-0550-000	192-221-0350-000	192-222-0330-000	192-223-0370-000
192-219-0380-000	192-220-0110-000	192-220-0560-000	192-221-0360-000	192-222-0340-000	192-223-0380-000
192-219-0390-000	192-220-0120-000	192-220-0570-000	192-221-0370-000	192-222-0350-000	192-223-0390-000
192-219-0400-000	192-220-0130-000	192-220-0580-000	192-221-0380-000	192-222-0360-000	192-223-0400-000
192-219-0410-000	192-220-0140-000	192-220-0590-000	192-221-0390-000	192-222-0370-000	192-223-0410-000
192-219-0420-000	192-220-0150-000	192-220-0600-000	192-221-0400-000	192-222-0380-000	193-302-0020-000
192-219-0430-000	192-220-0160-000	192-220-0610-000	192-221-0410-000	192-222-0390-000	193-302-0030-000
192-219-0440-000	192-220-0170-000	192-220-0620-000	192-221-0420-000	192-222-0400-000	193-302-0160-000
192-219-0450-000	192-220-0180-000	192-220-0630-000	192-221-0430-000	192-222-0410-000	193-302-0170-000
192-219-0460-000	192-220-0190-000	192-220-0640-000	192-221-0440-000	192-223-0010-000	193-302-0200-000
192-219-0470-000	192-220-0200-000	192-220-0650-000	192-221-0450-000	192-223-0020-000	193-302-0290-000
192-219-0480-000	192-220-0210-000	192-221-0010-000	192-221-0460-000	192-223-0030-000	193-302-0330-000
192-219-0490-000	192-220-0220-000	192-221-0020-000	192-221-0470-000	192-223-0040-000	193-302-0360-000
192-219-0500-000	192-220-0230-000	192-221-0030-000	192-222-0010-000	192-223-0050-000	193-302-0380-000
192-219-0510-000	192-220-0240-000	192-221-0040-000	192-222-0020-000	192-223-0060-000	193-302-0470-000
192-219-0520-000	192-220-0250-000	192-221-0050-000	192-222-0030-000	192-223-0070-000	193-302-0480-000
192-219-0530-000	192-220-0260-000	192-221-0060-000	192-222-0040-000	192-223-0080-000	193-302-0490-000
192-219-0540-000	192-220-0270-000	192-221-0070-000	192-222-0050-000	192-223-0090-000	193-302-0540-000
192-219-0550-000	192-220-0280-000	192-221-0080-000	192-222-0060-000	192-223-0100-000	193-302-0550-000
192-219-0560-000	192-220-0290-000	192-221-0090-000	192-222-0070-000	192-223-0110-000	193-302-0560-000
192-219-0570-000	192-220-0300-000	192-221-0100-000	192-222-0080-000	192-223-0120-000	193-302-0570-000
192-219-0580-000	192-220-0310-000	192-221-0110-000	192-222-0090-000	192-223-0130-000	193-302-0580-000
192-219-0590-000	192-220-0320-000	192-221-0120-000	192-222-0100-000	192-223-0140-000	193-304-0080-000
192-219-0600-000	192-220-0330-000	192-221-0130-000	192-222-0110-000	192-223-0150-000	193-304-0150-000
192-219-0610-000	192-220-0340-000	192-221-0140-000	192-222-0120-000	192-223-0160-000	193-304-0210-000
192-219-0620-000	192-220-0350-000	192-221-0150-000	192-222-0130-000	192-223-0170-000	193-304-0280-000
192-219-0630-000	192-220-0360-000	192-221-0160-000	192-222-0140-000	192-223-0180-000	193-304-0300-000
192-219-0640-000	192-220-0370-000	192-221-0170-000	192-222-0150-000	192-223-0190-000	193-304-0310-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
193-304-0320-000	193-306-0380-000	193-310-0190-000	193-313-0230-000	193-315-0150-000	193-316-0310-000
193-304-0330-000	193-306-0410-000	193-310-0200-000	193-313-0240-000	193-315-0160-000	193-316-0320-000
193-304-0340-000	193-306-0450-000	193-310-0210-000	193-313-0250-000	193-315-0170-000	193-316-0330-000
193-304-0350-000	193-306-0470-000	193-310-0220-000	193-313-0260-000	193-315-0180-000	193-316-0340-000
193-305-0020-000	193-306-0480-000	193-310-0230-000	193-313-0270-000	193-315-0190-000	193-316-0350-000
193-305-0050-000	193-306-0490-000	193-310-0240-000	193-313-0280-000	193-315-0200-000	193-316-0360-000
193-305-0060-000	193-306-0500-000	193-310-0250-000	193-313-0330-000	193-315-0210-000	193-316-0370-000
193-305-0070-000	193-306-0510-000	193-310-0270-000	193-314-0010-000	193-315-0220-000	193-316-0380-000
193-305-0100-000	193-306-0520-000	193-310-0280-000	193-314-0020-000	193-315-0230-000	193-316-0400-000
193-305-0110-000	193-306-0530-000	193-310-0290-000	193-314-0030-000	193-315-0240-000	193-316-0410-000
193-305-0130-000	193-306-0540-000	193-310-0300-000	193-314-0040-000	193-315-0250-000	193-316-0420-000
193-305-0180-000	193-306-0550-000	193-310-0310-000	193-314-0050-000	193-315-0260-000	193-316-0490-000
193-305-0190-000	193-306-0580-000	193-310-0320-000	193-314-0060-000	193-315-0270-000	193-316-0500-000
193-305-0200-000	193-306-0590-000	193-310-0330-000	193-314-0070-000	193-315-0280-000	193-316-0510-000
193-305-0210-000	193-306-0600-000	193-310-0340-000	193-314-0080-000	193-315-0290-000	193-316-0520-000
193-305-0220-000	193-306-0610-000	193-310-0350-000	193-314-0140-000	193-315-0300-000	193-316-0530-000
193-305-0230-000	193-306-0620-000	193-311-0020-000	193-314-0160-000	193-315-0310-000	193-317-0030-000
193-305-0240-000	193-307-0030-000	193-311-0050-000	193-314-0170-000	193-315-0320-000	193-317-0080-000
193-305-0250-000	193-307-0060-000	193-311-0060-000	193-314-0180-000	193-315-0330-000	193-317-0090-000
193-305-0260-000	193-307-0070-000	193-311-0070-000	193-314-0190-000	193-315-0340-000	193-317-0100-000
193-306-0050-000	193-307-0100-000	193-311-0080-000	193-314-0200-000	193-316-0020-000	193-317-0110-000
193-306-0070-000	193-307-0110-000	193-311-0090-000	193-314-0210-000	193-316-0040-000	193-317-0120-000
193-306-0090-000	193-307-0130-000	193-311-0100-000	193-314-0220-000	193-316-0060-000	193-317-0130-000
193-306-0110-000	193-307-0140-000	193-311-0190-000	193-314-0230-000	193-316-0070-000	193-317-0160-000
193-306-0160-000	193-308-0010-000	193-311-0200-000	193-314-0250-000	193-316-0080-000	193-317-0170-000
193-306-0170-000	193-308-0030-000	193-313-0010-000	193-314-0260-000	193-316-0090-000	193-317-0180-000
193-306-0180-000	193-309-0010-000	193-313-0020-000	193-314-0280-000	193-316-0100-000	193-317-0190-000
193-306-0190-000	193-309-0020-000	193-313-0030-000	193-314-0300-000	193-316-0110-000	193-317-0200-000
193-306-0200-000	193-309-0030-000	193-313-0040-000	193-314-0310-000	193-316-0120-000	193-317-0210-000
193-306-0210-000	193-309-0040-000	193-313-0070-000	193-314-0320-000	193-316-0130-000	193-317-0220-000
193-306-0220-000	193-309-0050-000	193-313-0080-000	193-314-0330-000	193-316-0140-000	193-317-0230-000
193-306-0230-000	193-309-0060-000	193-313-0090-000	193-315-0010-000	193-316-0150-000	193-317-0240-000
193-306-0240-000	193-309-0070-000	193-313-0100-000	193-315-0020-000	193-316-0160-000	193-317-0260-000
193-306-0250-000	193-309-0120-000	193-313-0110-000	193-315-0030-000	193-316-0170-000	193-317-0270-000
193-306-0260-000	193-309-0130-000	193-313-0120-000	193-315-0040-000	193-316-0180-000	193-317-0300-000
193-306-0270-000	193-310-0020-000	193-313-0130-000	193-315-0050-000	193-316-0190-000	193-317-0310-000
193-306-0280-000	193-310-0030-000	193-313-0140-000	193-315-0060-000	193-316-0200-000	193-317-0320-000
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193-306-0300-000	193-310-0050-000	193-313-0160-000	193-315-0080-000	193-316-0220-000	193-317-0360-000
193-306-0310-000	193-310-0060-000	193-313-0170-000	193-315-0090-000	193-316-0250-000	193-317-0370-000
193-306-0320-000	193-310-0070-000	193-313-0180-000	193-315-0100-000	193-316-0260-000	193-317-0400-000
193-306-0340-000	193-310-0080-000	193-313-0190-000	193-315-0110-000	193-316-0270-000	193-317-0410-000
193-306-0350-000	193-310-0090-000	193-313-0200-000	193-315-0120-000	193-316-0280-000	193-318-0020-000
193-306-0360-000	193-310-0170-000	193-313-0210-000	193-315-0130-000	193-316-0290-000	193-318-0030-000
193-306-0370-000	193-310-0180-000	193-313-0220-000	193-315-0140-000	193-316-0300-000	193-318-0040-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
193-318-0050-000	193-318-0700-000	193-322-0050-000	193-323-0080-000	193-324-0440-000	193-325-0230-000
193-318-0060-000	193-318-0720-000	193-322-0060-000	193-323-0090-000	193-324-0450-000	193-325-0240-000
193-318-0080-000	193-318-0730-000	193-322-0170-000	193-323-0100-000	193-324-0460-000	193-325-0250-000
193-318-0090-000	193-318-0740-000	193-322-0190-000	193-323-0140-000	193-324-0470-000	193-325-0260-000
193-318-0100-000	193-318-0770-000	193-322-0200-000	193-323-0150-000	193-324-0480-000	193-325-0300-000
193-318-0110-000	193-318-0780-000	193-322-0210-000	193-324-0020-000	193-324-0530-000	193-325-0310-000
193-318-0120-000	193-318-0800-000	193-322-0240-000	193-324-0030-000	193-324-0540-000	193-325-0320-000
193-318-0130-000	193-318-0810-000	193-322-0270-000	193-324-0040-000	193-324-0580-000	193-325-0330-000
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193-318-0160-000	193-318-0840-000	193-322-0290-000	193-324-0060-000	193-324-0610-000	193-325-0350-000
193-318-0170-000	193-318-0850-000	193-322-0310-000	193-324-0070-000	193-324-0620-000	193-325-0360-000
193-318-0180-000	193-318-0860-000	193-322-0330-000	193-324-0080-000	193-324-0630-000	193-325-0370-000
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193-318-0200-000	193-318-0880-000	193-322-0350-000	193-324-0100-000	193-324-0650-000	193-325-0390-000
193-318-0210-000	193-318-0890-000	193-322-0360-000	193-324-0110-000	193-324-0660-000	193-325-0400-000
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193-318-0430-000	193-319-0110-000	193-322-0550-000	193-324-0250-000	193-325-0030-000	193-326-0100-000
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193-318-0450-000	193-319-0130-000	193-322-0570-000	193-324-0270-000	193-325-0050-000	193-326-0140-000
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193-318-0690-000	193-322-0040-000	193-323-0070-000	193-324-0430-000	193-325-0220-000	193-326-0300-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
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193-326-0320-000	193-328-0320-000	193-330-0180-000	193-332-0120-000	193-334-0140-000	193-338-0050-000
193-326-0330-000	193-328-0330-000	193-330-0190-000	193-332-0130-000	193-334-0150-000	193-341-0010-000
193-326-0340-000	193-328-0340-000	193-330-0200-000	193-332-0170-000	193-334-0160-000	193-341-0020-000
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San Joaquin County EIFD Parcels List

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San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
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196-610-0590-000	196-612-0060-000	196-612-0510-000	196-613-0280-000	196-614-0090-000	196-614-0560-000

San Joaquin County EIFD Parcels List

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San Joaquin County EIFD Parcels List

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San Joaquin County EIFD Parcels List

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San Joaquin County EIFD Parcels List

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San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
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San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
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San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
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196-653-0560-000	196-654-0420-000	196-656-0060-000	196-657-0330-000	196-658-0170-000	196-658-0620-000

San Joaquin County EIFD Parcels List

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196-660-0140-000	196-660-0590-000	196-661-0250-000	196-661-0700-000	196-662-0310-000	196-663-0190-000

San Joaquin County EIFD Parcels List

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196-663-0240-000	196-664-0030-000	196-664-0480-000	196-665-0430-000	196-666-0220-000	196-667-0150-000
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San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
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196-668-0370-000	196-668-0820-000	196-669-0390-000	196-670-0410-000	196-671-0140-000	196-672-0020-000
196-668-0380-000	196-668-0830-000	196-669-0400-000	196-670-0420-000	196-671-0150-000	196-672-0030-000
196-668-0390-000	196-668-0840-000	196-669-0410-000	196-670-0430-000	196-671-0160-000	196-672-0040-000
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196-668-0410-000	196-668-0860-000	196-669-0430-000	196-670-0450-000	196-671-0180-000	196-672-0060-000
196-668-0420-000	196-668-0870-000	196-670-0010-000	196-670-0460-000	196-671-0190-000	196-672-0070-000
196-668-0430-000	196-668-0880-000	196-670-0020-000	196-670-0470-000	196-671-0200-000	196-672-0080-000
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196-668-0450-000	196-669-0020-000	196-670-0040-000	196-670-0490-000	196-671-0220-000	196-672-0100-000
196-668-0460-000	196-669-0030-000	196-670-0050-000	196-670-0500-000	196-671-0230-000	196-672-0110-000
196-668-0470-000	196-669-0040-000	196-670-0060-000	196-670-0510-000	196-671-0240-000	196-672-0120-000
196-668-0480-000	196-669-0050-000	196-670-0070-000	196-670-0520-000	196-671-0250-000	196-672-0130-000
196-668-0490-000	196-669-0060-000	196-670-0080-000	196-670-0530-000	196-671-0260-000	196-672-0140-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
196-672-0150-000	196-673-0060-000	196-673-0510-000	196-675-0200-000	198-801-0160-000	198-803-0310-000
196-672-0160-000	196-673-0070-000	196-673-0520-000	196-676-0010-000	198-801-0170-000	198-803-0330-000
196-672-0170-000	196-673-0080-000	196-673-0530-000	196-676-0020-000	198-801-0180-000	198-803-0360-000
196-672-0180-000	196-673-0090-000	196-673-0540-000	196-676-0030-000	198-801-0190-000	198-803-0370-000
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196-672-0220-000	196-673-0130-000	196-673-0580-000	196-676-0070-000	198-801-0260-000	198-804-0010-000
196-672-0230-000	196-673-0140-000	196-673-0590-000	196-676-0080-000	198-801-0270-000	198-804-0040-000
196-672-0240-000	196-673-0150-000	196-673-0600-000	196-676-0090-000	198-801-0280-000	198-804-0070-000
196-672-0250-000	196-673-0160-000	196-673-0610-000	196-676-0100-000	198-801-0290-000	198-804-0130-000
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196-672-0310-000	196-673-0220-000	196-674-0010-000	196-676-0160-000	198-801-0350-000	198-804-0210-000
196-672-0320-000	196-673-0230-000	196-674-0020-000	196-676-0170-000	198-801-0360-000	198-804-0220-000
196-672-0330-000	196-673-0240-000	196-674-0030-000	196-676-0180-000	198-801-0370-000	198-804-0230-000
196-672-0340-000	196-673-0250-000	196-674-0040-000	196-676-0190-000	198-801-0380-000	198-804-0240-000
196-672-0350-000	196-673-0260-000	196-674-0050-000	196-676-0200-000	198-801-0400-000	198-804-0250-000
196-672-0360-000	196-673-0270-000	196-674-0060-000	196-676-0210-000	198-801-0440-000	198-805-0010-000
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196-672-0390-000	196-673-0300-000	196-674-0090-000	196-676-0240-000	198-801-0470-000	198-805-0040-000
196-672-0400-000	196-673-0310-000	196-674-0100-000	196-676-0250-000	198-801-0480-000	198-805-0050-000
196-672-0410-000	196-673-0320-000	196-675-0010-000	196-676-0260-000	198-802-0010-000	198-805-0060-000
196-672-0420-000	196-673-0330-000	196-675-0020-000	196-676-0290-000	198-802-0060-000	198-805-0070-000
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196-672-0490-000	196-673-0400-000	196-675-0090-000	196-677-0040-000	198-803-0190-000	198-805-0140-000
196-672-0500-000	196-673-0410-000	196-675-0100-000	196-677-0050-000	198-803-0200-000	198-805-0150-000
196-672-0510-000	196-673-0420-000	196-675-0110-000	198-801-0010-000	198-803-0210-000	198-805-0160-000
196-672-0520-000	196-673-0430-000	196-675-0120-000	198-801-0020-000	198-803-0220-000	198-805-0170-000
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196-673-0010-000	196-673-0460-000	196-675-0150-000	198-801-0060-000	198-803-0260-000	198-805-0200-000
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196-673-0030-000	196-673-0480-000	196-675-0170-000	198-801-0080-000	198-803-0280-000	198-805-0230-000
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196-673-0050-000	196-673-0500-000	196-675-0190-000	198-801-0150-000	198-803-0300-000	198-805-0250-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
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198-805-0280-000	198-807-5040-000	198-808-0200-000	198-810-0200-000	198-814-0040-000	198-818-0070-000
198-805-0290-000	198-807-5090-000	198-808-0210-000	198-810-0230-000	198-814-0050-000	198-818-0080-000
198-805-0300-000	198-807-6010-000	198-808-0220-000	198-811-0010-000	198-814-0100-000	198-818-0090-000
198-806-0020-000	198-807-6040-000	198-808-0230-000	198-811-0040-000	198-814-0110-000	198-819-0040-000
198-806-0040-000	198-807-6050-000	198-808-0240-000	198-811-0060-000	198-814-0130-000	198-819-0060-000
198-806-0050-000	198-807-6060-000	198-808-0250-000	198-811-0070-000	198-814-0140-000	198-819-0190-000
198-806-0060-000	198-807-6070-000	198-808-0260-000	198-811-0090-000	198-814-0150-000	198-819-0200-000
198-806-0090-000	198-807-6080-000	198-808-0270-000	198-811-0100-000	198-814-0160-000	198-819-0210-000
198-806-0100-000	198-807-6090-000	198-808-0280-000	198-811-0120-000	198-815-0010-000	198-819-0300-000
198-806-0110-000	198-807-6100-000	198-808-0290-000	198-811-0130-000	198-815-0030-000	198-819-0310-000
198-806-0120-000	198-807-6110-000	198-808-0300-000	198-811-0140-000	198-815-0040-000	198-819-0320-000
198-806-0130-000	198-807-6120-000	198-808-0320-000	198-812-0040-000	198-815-0060-000	198-819-0330-000
198-806-0140-000	198-807-7010-000	198-808-0330-000	198-812-0050-000	198-815-0070-000	198-820-0010-000
198-806-0150-000	198-807-7020-000	198-809-0010-000	198-812-0090-000	198-815-0080-000	198-820-0050-000
198-806-0160-000	198-807-7030-000	198-809-0020-000	198-812-0100-000	198-815-0090-000	198-820-0140-000
198-806-0170-000	198-807-7040-000	198-809-0030-000	198-812-0110-000	198-816-0010-000	198-820-0160-000
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198-806-0210-000	198-807-8020-000	198-809-0070-000	198-813-0190-000	198-816-0080-000	198-821-0020-000
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198-807-1050-000	198-807-8070-000	198-809-0140-000	198-813-0350-000	198-816-0260-000	198-821-0070-000
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198-807-2020-000	198-808-0010-000	198-809-0160-000	198-813-0390-000	198-816-0280-000	198-821-0090-000
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198-807-2060-000	198-808-0030-000	198-809-0180-000	198-813-0410-000	198-817-0020-000	198-821-0140-000
198-807-2070-000	198-808-0040-000	198-810-0010-000	198-813-0420-000	198-817-0030-000	198-821-0160-000
198-807-3010-000	198-808-0050-000	198-810-0020-000	198-813-0430-000	198-817-0070-000	198-821-0170-000
198-807-3020-000	198-808-0060-000	198-810-0030-000	198-813-0440-000	198-817-0080-000	198-821-0180-000
198-807-3030-000	198-808-0070-000	198-810-0040-000	198-813-0540-000	198-817-0090-000	198-821-0190-000
198-807-3060-000	198-808-0080-000	198-810-0050-000	198-813-0550-000	198-817-0310-000	198-821-0200-000
198-807-3070-000	198-808-0090-000	198-810-0060-000	198-813-0560-000	198-817-0390-000	198-821-0210-000
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198-807-5010-000	198-808-0170-000	198-810-0150-000	198-813-0650-000	198-818-0040-000	198-822-0120-000
198-807-5020-000	198-808-0180-000	198-810-0180-000	198-813-0660-000	198-818-0050-000	198-823-0010-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
198-823-0020-000	198-824-0350-000	198-825-0310-000	226-616-0080-000	226-619-0330-000	226-619-0780-000
198-823-0050-000	198-824-0360-000	198-825-0320-000	226-616-0090-000	226-619-0340-000	226-619-0790-000
198-823-0100-000	198-824-0370-000	198-825-0330-000	226-616-0100-000	226-619-0350-000	226-619-0800-000
198-823-0110-000	198-824-0380-000	198-825-0340-000	226-616-0200-000	226-619-0360-000	226-619-0810-000
198-823-0120-000	198-824-0390-000	198-825-0350-000	226-616-0210-000	226-619-0370-000	226-619-0820-000
198-823-0140-000	198-824-0400-000	198-825-0360-000	226-616-0310-000	226-619-0380-000	226-619-0830-000
198-823-0150-000	198-824-0410-000	198-825-0370-000	226-617-0010-000	226-619-0390-000	226-619-0840-000
198-823-0160-000	198-824-0420-000	198-825-0380-000	226-617-0020-000	226-619-0400-000	226-619-0850-000
198-823-0170-000	198-824-0430-000	198-825-0390-000	226-617-0080-000	226-619-0410-000	226-619-0870-000
198-823-0180-000	198-824-0440-000	198-825-0400-000	226-617-0090-000	226-619-0420-000	226-619-0880-000
198-823-0190-000	198-824-0450-000	198-825-0410-000	226-617-0100-000	226-619-0430-000	226-619-0890-000
198-824-0010-000	198-824-0460-000	198-825-0420-000	226-617-0110-000	226-619-0440-000	226-619-0910-000
198-824-0020-000	198-824-0470-000	198-825-0430-000	226-617-0120-000	226-619-0450-000	226-619-0920-000
198-824-0030-000	198-824-0480-000	198-825-0440-000	226-617-0130-000	226-619-0460-000	226-619-0930-000
198-824-0040-000	198-824-0490-000	198-825-0450-000	226-617-0140-000	226-619-0470-000	226-620-0020-000
198-824-0050-000	198-825-0010-000	198-825-0460-000	226-617-0150-000	226-619-0480-000	226-620-0030-000
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198-824-0180-000	198-825-0140-000	198-825-0590-000	226-619-0160-000	226-619-0610-000	226-620-0170-000
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198-824-0210-000	198-825-0170-000	200-013-0060-000	226-619-0190-000	226-619-0640-000	226-620-0200-000
198-824-0220-000	198-825-0180-000	200-014-0260-000	226-619-0200-000	226-619-0650-000	226-620-0210-000
198-824-0230-000	198-825-0190-000	222-225-0070-000	226-619-0210-000	226-619-0660-000	226-620-0220-000
198-824-0240-000	198-825-0200-000	222-225-0130-000	226-619-0220-000	226-619-0670-000	226-620-0230-000
198-824-0250-000	198-825-0210-000	222-225-0140-000	226-619-0230-000	226-619-0680-000	226-620-0240-000
198-824-0260-000	198-825-0220-000	222-225-0150-000	226-619-0240-000	226-619-0690-000	226-620-0250-000
198-824-0270-000	198-825-0230-000	222-225-0170-000	226-619-0250-000	226-619-0700-000	226-620-0260-000
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198-824-0290-000	198-825-0250-000	226-602-0010-000	226-619-0270-000	226-619-0720-000	226-620-0280-000
198-824-0300-000	198-825-0260-000	226-602-0020-000	226-619-0280-000	226-619-0730-000	226-620-0290-000
198-824-0310-000	198-825-0270-000	226-602-0290-000	226-619-0290-000	226-619-0740-000	226-620-0300-000
198-824-0320-000	198-825-0280-000	226-602-0300-000	226-619-0300-000	226-619-0750-000	226-620-0310-000
198-824-0330-000	198-825-0290-000	226-602-0310-000	226-619-0310-000	226-619-0760-000	226-620-0320-000
198-824-0340-000	198-825-0300-000	226-602-0320-000	226-619-0320-000	226-619-0770-000	226-620-0330-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
226-620-0340-000	226-622-0060-000	226-623-0030-000	226-623-0480-000	226-626-0200-000	226-627-0070-000
226-620-0350-000	226-622-0070-000	226-623-0040-000	226-623-0490-000	226-626-0210-000	226-627-0080-000
226-620-0360-000	226-622-0080-000	226-623-0050-000	226-623-0500-000	226-626-0220-000	226-627-0090-000
226-620-0370-000	226-622-0090-000	226-623-0060-000	226-623-0510-000	226-626-0230-000	226-627-0100-000
226-620-0380-000	226-622-0100-000	226-623-0070-000	226-623-0520-000	226-626-0240-000	226-627-0110-000
226-620-0390-000	226-622-0110-000	226-623-0080-000	226-623-0530-000	226-626-0250-000	226-627-0120-000
226-620-0400-000	226-622-0120-000	226-623-0090-000	226-623-0540-000	226-626-0260-000	226-627-0130-000
226-620-0410-000	226-622-0130-000	226-623-0100-000	226-623-0550-000	226-626-0270-000	226-627-0140-000
226-620-0420-000	226-622-0140-000	226-623-0110-000	226-623-0560-000	226-626-0280-000	226-627-0150-000
226-621-0010-000	226-622-0150-000	226-623-0120-000	226-623-0570-000	226-626-0290-000	226-627-0160-000
226-621-0020-000	226-622-0160-000	226-623-0130-000	226-623-0580-000	226-626-0300-000	226-627-0170-000
226-621-0030-000	226-622-0170-000	226-623-0140-000	226-623-0590-000	226-626-0310-000	226-627-0180-000
226-621-0040-000	226-622-0180-000	226-623-0150-000	226-623-0600-000	226-626-0320-000	226-627-0190-000
226-621-0050-000	226-622-0190-000	226-623-0160-000	226-623-0610-000	226-626-0330-000	226-627-0200-000
226-621-0060-000	226-622-0200-000	226-623-0170-000	226-623-0620-000	226-626-0340-000	226-627-0210-000
226-621-0070-000	226-622-0210-000	226-623-0180-000	226-623-0630-000	226-626-0350-000	226-627-0220-000
226-621-0080-000	226-622-0220-000	226-623-0190-000	226-623-0640-000	226-626-0360-000	226-627-0230-000
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226-621-0120-000	226-622-0260-000	226-623-0230-000	226-623-0680-000	226-626-0400-000	226-627-0270-000
226-621-0130-000	226-622-0270-000	226-623-0240-000	226-623-0690-000	226-626-0410-000	226-627-0280-000
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226-621-0180-000	226-622-0320-000	226-623-0290-000	226-626-0010-000	226-626-0460-000	226-627-0330-000
226-621-0190-000	226-622-0330-000	226-623-0300-000	226-626-0020-000	226-626-0470-000	226-627-0340-000
226-621-0200-000	226-622-0340-000	226-623-0310-000	226-626-0030-000	226-626-0480-000	226-627-0350-000
226-621-0210-000	226-622-0350-000	226-623-0320-000	226-626-0040-000	226-626-0490-000	226-627-0360-000
226-621-0220-000	226-622-0360-000	226-623-0330-000	226-626-0050-000	226-626-0500-000	226-627-0370-000
226-621-0230-000	226-622-0370-000	226-623-0340-000	226-626-0060-000	226-626-0510-000	226-627-0380-000
226-621-0240-000	226-622-0380-000	226-623-0350-000	226-626-0070-000	226-626-0520-000	226-627-0390-000
226-621-0250-000	226-622-0390-000	226-623-0360-000	226-626-0080-000	226-626-0530-000	226-627-0400-000
226-621-0260-000	226-622-0400-000	226-623-0370-000	226-626-0090-000	226-626-0540-000	226-627-0410-000
226-621-0270-000	226-622-0410-000	226-623-0380-000	226-626-0100-000	226-626-0550-000	226-627-0420-000
226-621-0280-000	226-622-0420-000	226-623-0390-000	226-626-0110-000	226-626-0560-000	226-627-0430-000
226-621-0290-000	226-622-0430-000	226-623-0400-000	226-626-0120-000	226-626-0570-000	226-627-0440-000
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226-622-0040-000	226-623-0010-000	226-623-0460-000	226-626-0180-000	226-627-0050-000	226-627-0500-000
226-622-0050-000	226-623-0020-000	226-623-0470-000	226-626-0190-000	226-627-0060-000	226-627-0510-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
226-627-0520-000	226-628-0370-000	226-629-0070-000	226-629-0520-000	226-633-0210-000	226-633-0660-000
226-627-0530-000	226-628-0380-000	226-629-0080-000	226-629-0530-000	226-633-0220-000	226-633-0670-000
226-627-0540-000	226-628-0390-000	226-629-0090-000	226-629-0540-000	226-633-0230-000	226-633-0680-000
226-627-0550-000	226-628-0400-000	226-629-0100-000	226-629-0550-000	226-633-0240-000	226-633-0690-000
226-627-0560-000	226-628-0410-000	226-629-0110-000	226-629-0560-000	226-633-0250-000	226-633-0700-000
226-627-0570-000	226-628-0420-000	226-629-0120-000	226-629-0570-000	226-633-0260-000	226-633-0710-000
226-627-0580-000	226-628-0430-000	226-629-0130-000	226-629-0580-000	226-633-0270-000	226-633-0720-000
226-627-0590-000	226-628-0440-000	226-629-0140-000	226-629-0590-000	226-633-0280-000	226-633-0730-000
226-627-0600-000	226-628-0450-000	226-629-0150-000	226-629-0600-000	226-633-0290-000	226-633-0740-000
226-628-0010-000	226-628-0460-000	226-629-0160-000	226-629-0610-000	226-633-0300-000	226-633-0750-000
226-628-0020-000	226-628-0470-000	226-629-0170-000	226-629-0620-000	226-633-0310-000	226-633-0760-000
226-628-0030-000	226-628-0480-000	226-629-0180-000	226-629-0630-000	226-633-0320-000	226-633-0770-000
226-628-0040-000	226-628-0490-000	226-629-0190-000	226-629-0640-000	226-633-0330-000	226-633-0780-000
226-628-0050-000	226-628-0500-000	226-629-0200-000	226-629-0650-000	226-633-0340-000	226-633-0790-000
226-628-0060-000	226-628-0510-000	226-629-0210-000	226-629-0660-000	226-633-0350-000	226-633-0800-000
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226-628-0080-000	226-628-0530-000	226-629-0230-000	226-629-0680-000	226-633-0370-000	226-633-0820-000
226-628-0090-000	226-628-0540-000	226-629-0240-000	226-629-0690-000	226-633-0380-000	226-633-0830-000
226-628-0100-000	226-628-0550-000	226-629-0250-000	226-629-0700-000	226-633-0390-000	226-633-0840-000
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226-628-0120-000	226-628-0570-000	226-629-0270-000	226-629-0720-000	226-633-0410-000	226-641-0010-000
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226-628-0230-000	226-628-0680-000	226-629-0380-000	226-633-0070-000	226-633-0520-000	226-641-0120-000
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226-628-0250-000	226-628-0700-000	226-629-0400-000	226-633-0090-000	226-633-0540-000	226-641-0140-000
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226-628-0290-000	226-628-0740-000	226-629-0440-000	226-633-0130-000	226-633-0580-000	226-641-0180-000
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226-628-0320-000	226-629-0020-000	226-629-0470-000	226-633-0160-000	226-633-0610-000	226-641-0210-000
226-628-0330-000	226-629-0030-000	226-629-0480-000	226-633-0170-000	226-633-0620-000	226-641-0220-000
226-628-0340-000	226-629-0040-000	226-629-0490-000	226-633-0180-000	226-633-0630-000	226-641-0230-000
226-628-0350-000	226-629-0050-000	226-629-0500-000	226-633-0190-000	226-633-0640-000	226-641-0240-000
226-628-0360-000	226-629-0060-000	226-629-0510-000	226-633-0200-000	226-633-0650-000	226-641-0250-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
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226-641-0700-000	226-645-0400-000	226-646-0410-000	226-646-0870-000	226-649-0410-000	226-650-0110-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
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226-650-0130-000	226-650-0600-000	226-653-0440-000	226-654-0290-000	226-655-0150-000	226-655-0600-000
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226-650-0150-000	226-653-0010-000	226-653-0460-000	226-654-0310-000	226-655-0170-000	226-656-0010-000
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226-650-0170-000	226-653-0030-000	226-653-0480-000	226-654-0330-000	226-655-0190-000	226-656-0030-000
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226-650-0230-000	226-653-0090-000	226-653-0540-000	226-654-0390-000	226-655-0250-000	226-656-0090-000
226-650-0240-000	226-653-0100-000	226-653-0550-000	226-654-0400-000	226-655-0260-000	226-656-0100-000
226-650-0250-000	226-653-0110-000	226-653-0560-000	226-654-0410-000	226-655-0270-000	226-656-0110-000
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226-650-0290-000	226-653-0150-000	226-653-0600-000	226-654-0450-000	226-655-0310-000	226-656-0150-000
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226-650-0340-000	226-653-0200-000	226-654-0050-000	226-654-0500-000	226-655-0360-000	226-656-0200-000
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226-650-0380-000	226-653-0240-000	226-654-0090-000	226-654-0540-000	226-655-0400-000	226-656-0240-000
226-650-0390-000	226-653-0250-000	226-654-0100-000	226-654-0550-000	226-655-0410-000	226-656-0250-000
226-650-0400-000	226-653-0260-000	226-654-0110-000	226-654-0560-000	226-655-0420-000	226-656-0260-000
226-650-0410-000	226-653-0270-000	226-654-0120-000	226-654-0570-000	226-655-0430-000	226-656-0270-000
226-650-0420-000	226-653-0280-000	226-654-0130-000	226-654-0580-000	226-655-0440-000	226-656-0280-000
226-650-0430-000	226-653-0290-000	226-654-0140-000	226-654-0590-000	226-655-0450-000	226-656-0290-000
226-650-0440-000	226-653-0300-000	226-654-0150-000	226-655-0010-000	226-655-0460-000	226-656-0300-000
226-650-0450-000	226-653-0310-000	226-654-0160-000	226-655-0020-000	226-655-0470-000	226-656-0310-000
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226-650-0520-000	226-653-0360-000	226-654-0210-000	226-655-0070-000	226-655-0520-000	226-656-0360-000
226-650-0530-000	226-653-0370-000	226-654-0220-000	226-655-0080-000	226-655-0530-000	226-656-0370-000
226-650-0540-000	226-653-0380-000	226-654-0230-000	226-655-0090-000	226-655-0540-000	226-656-0380-000
226-650-0550-000	226-653-0390-000	226-654-0240-000	226-655-0100-000	226-655-0550-000	226-656-0390-000
226-650-0560-000	226-653-0400-000	226-654-0250-000	226-655-0110-000	226-655-0560-000	226-656-0400-000
226-650-0570-000	226-653-0410-000	226-654-0260-000	226-655-0120-000	226-655-0570-000	226-656-0410-000
226-650-0580-000	226-653-0420-000	226-654-0270-000	226-655-0130-000	226-655-0580-000	226-656-0420-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
226-656-0430-000	226-662-0200-000	241-102-0250-000	241-103-0340-000	241-129-0040-000	241-131-0500-000
226-656-0440-000	226-662-0210-000	241-102-0270-000	241-103-0350-000	241-129-0050-000	241-131-0520-000
226-656-0450-000	226-662-0220-000	241-102-0280-000	241-103-0360-000	241-129-0060-000	241-131-0570-000
226-656-0460-000	226-662-0230-000	241-102-0290-000	241-103-0370-000	241-129-0070-000	241-131-0610-000
226-656-0470-000	226-662-0240-000	241-102-0300-000	241-103-0390-000	241-129-0080-000	241-131-0620-000
226-656-0480-000	226-662-0250-000	241-102-0310-000	241-103-0400-000	241-129-0090-000	241-131-0640-000
226-656-0490-000	226-662-0260-000	241-102-0340-000	241-103-0410-000	241-129-0100-000	241-131-0650-000
226-656-0500-000	226-662-0270-000	241-102-0350-000	241-103-0420-000	241-129-0110-000	241-131-0660-000
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226-656-0530-000	226-662-0300-000	241-102-0460-000	241-103-0450-000	241-129-0170-000	241-131-0690-000
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226-656-0570-000	226-662-0340-000	241-102-0630-000	241-104-0020-000	241-129-0230-000	241-131-0730-000
226-656-0580-000	226-662-0350-000	241-102-0640-000	241-104-0030-000	241-129-0250-000	241-131-0740-000
226-656-0590-000	226-662-0360-000	241-102-0670-000	241-124-0020-000	241-129-0260-000	241-131-0750-000
226-656-0600-000	226-662-0370-000	241-102-0680-000	241-126-0050-000	241-129-0270-000	241-131-0760-000
226-656-0610-000	226-662-0380-000	241-102-0690-000	241-126-0130-000	241-130-0660-000	241-131-0770-000
226-656-0620-000	226-662-0390-000	241-102-0720-000	241-126-0250-000	241-130-0670-000	241-131-0780-000
226-656-0630-000	226-662-0400-000	241-102-0730-000	241-126-0260-000	241-130-0680-000	241-131-0790-000
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226-656-0650-000	226-662-0420-000	241-103-0050-000	241-126-0280-000	241-130-0710-000	241-131-0810-000
226-656-0660-000	226-662-0430-000	241-103-0070-000	241-126-0290-000	241-131-0010-000	241-131-0820-000
226-656-0670-000	226-662-0440-000	241-103-0080-000	241-126-0300-000	241-131-0020-000	241-131-0830-000
226-656-0680-000	226-662-0450-000	241-103-0110-000	241-126-0310-000	241-131-0040-000	241-131-0840-000
226-662-0010-000	226-662-0460-000	241-103-0120-000	241-126-0320-000	241-131-0050-000	241-131-0850-000
226-662-0020-000	226-662-0470-000	241-103-0140-000	241-126-0330-000	241-131-0060-000	241-131-0860-000
226-662-0030-000	226-662-0480-000	241-103-0160-000	241-126-0340-000	241-131-0070-000	241-131-0870-000
226-662-0040-000	226-662-0490-000	241-103-0180-000	241-126-0350-000	241-131-0080-000	241-132-0050-000
226-662-0050-000	226-662-0500-000	241-103-0190-000	241-128-0010-000	241-131-0090-000	241-132-0060-000
226-662-0060-000	226-662-0510-000	241-103-0200-000	241-128-0020-000	241-131-0100-000	241-132-0070-000
226-662-0070-000	226-662-0520-000	241-103-0210-000	241-128-0040-000	241-131-0110-000	241-132-0080-000
226-662-0080-000	226-662-0530-000	241-103-0220-000	241-128-0050-000	241-131-0180-000	241-132-0090-000
226-662-0090-000	226-662-0540-000	241-103-0230-000	241-128-0060-000	241-131-0280-000	241-132-0110-000
226-662-0100-000	226-662-0550-000	241-103-0240-000	241-128-0070-000	241-131-0290-000	241-132-0120-000
226-662-0110-000	226-662-0560-000	241-103-0250-000	241-128-0110-000	241-131-0310-000	241-132-0130-000
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226-662-0130-000	226-662-0580-000	241-103-0270-000	241-128-0130-000	241-131-0340-000	241-132-0150-000
226-662-0140-000	226-662-0590-000	241-103-0280-000	241-128-0140-000	241-131-0360-000	241-132-0180-000
226-662-0150-000	226-662-0600-000	241-103-0290-000	241-128-0150-000	241-131-0390-000	241-132-0210-000
226-662-0160-000	226-662-0610-000	241-103-0300-000	241-128-0160-000	241-131-0420-000	241-132-0230-000
226-662-0170-000	226-662-0620-000	241-103-0310-000	241-129-0010-000	241-131-0430-000	241-132-0270-000
226-662-0180-000	226-662-0630-000	241-103-0320-000	241-129-0020-000	241-131-0450-000	241-132-0280-000
226-662-0190-000	241-102-0080-000	241-103-0330-000	241-129-0030-000	241-131-0460-000	241-132-0290-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
241-132-0440-000	241-140-0220-000	241-142-0090-000	241-142-0560-000	241-143-0220-000	241-144-0360-000
241-132-0570-000	241-140-0260-000	241-142-0100-000	241-142-0570-000	241-143-0230-000	241-144-0370-000
241-132-0580-000	241-140-0270-000	241-142-0120-000	241-142-0580-000	241-143-0240-000	241-144-0380-000
241-132-0600-000	241-140-0280-000	241-142-0130-000	241-142-0590-000	241-143-0250-000	241-144-0390-000
241-132-0610-000	241-140-0290-000	241-142-0140-000	241-142-0600-000	241-143-0260-000	241-144-0400-000
241-132-0660-000	241-140-0310-000	241-142-0150-000	241-142-0610-000	241-143-0270-000	241-144-0410-000
241-132-0670-000	241-140-0330-000	241-142-0160-000	241-142-0620-000	241-143-0280-000	241-144-0420-000
241-132-0740-000	241-140-0340-000	241-142-0170-000	241-142-0630-000	241-143-0290-000	241-144-0430-000
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241-132-0790-000	241-140-0370-000	241-142-0200-000	241-142-0660-000	241-144-0010-000	241-144-0460-000
241-132-0800-000	241-140-0400-000	241-142-0210-000	241-142-0670-000	241-144-0020-000	241-144-0470-000
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241-133-0050-000	241-140-0420-000	241-142-0230-000	241-142-0690-000	241-144-0040-000	241-144-0490-000
241-133-0210-000	241-140-0430-000	241-142-0240-000	241-142-0700-000	241-144-0050-000	241-144-0500-000
241-133-0220-000	241-140-0440-000	241-142-0260-000	241-142-0710-000	241-144-0060-000	241-144-0510-000
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241-140-0020-000	241-141-0510-000	241-142-0460-000	241-143-0120-000	241-144-0260-000	241-145-0160-000
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241-140-0050-000	241-141-0540-000	241-142-0490-000	241-143-0150-000	241-144-0290-000	241-145-0190-000
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241-140-0200-000	241-142-0080-000	241-142-0550-000	241-143-0210-000	241-144-0350-000	241-145-0250-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
241-145-0260-000	241-146-0040-000	241-147-0170-000	241-149-0150-000	241-152-0010-000	241-155-0120-000
241-145-0270-000	241-146-0050-000	241-147-0180-000	241-149-0160-000	241-152-0030-000	241-155-0130-000
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241-145-0340-000	241-146-0120-000	241-148-0020-000	241-149-0230-000	241-153-0020-000	241-156-0010-000
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241-145-0430-000	241-146-0210-000	241-148-0110-000	241-150-0040-000	241-154-0010-000	241-156-0100-000
241-145-0440-000	241-146-0220-000	241-148-0120-000	241-150-0050-000	241-154-0020-000	241-156-0110-000
241-145-0450-000	241-146-0230-000	241-148-0130-000	241-150-0060-000	241-154-0030-000	241-156-0120-000
241-145-0460-000	241-146-0240-000	241-148-0140-000	241-150-0070-000	241-154-0040-000	241-156-0130-000
241-145-0470-000	241-146-0250-000	241-148-0150-000	241-150-0080-000	241-154-0050-000	241-156-0140-000
241-145-0480-000	241-146-0260-000	241-148-0160-000	241-150-0090-000	241-154-0060-000	241-156-0150-000
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241-145-0520-000	241-146-0300-000	241-148-0200-000	241-150-0130-000	241-154-0100-000	241-156-0190-000
241-145-0530-000	241-146-0310-000	241-148-0210-000	241-150-0140-000	241-154-0110-000	241-156-0200-000
241-145-0540-000	241-146-0320-000	241-148-0220-000	241-150-0150-000	241-154-0120-000	241-156-0210-000
241-145-0550-000	241-147-0010-000	241-148-0230-000	241-150-0160-000	241-154-0130-000	241-156-0220-000
241-145-0560-000	241-147-0020-000	241-148-0240-000	241-150-0170-000	241-154-0140-000	241-156-0230-000
241-145-0570-000	241-147-0030-000	241-149-0010-000	241-150-0180-000	241-154-0150-000	241-156-0240-000
241-145-0580-000	241-147-0040-000	241-149-0020-000	241-150-0190-000	241-154-0160-000	241-156-0250-000
241-145-0590-000	241-147-0050-000	241-149-0030-000	241-150-0200-000	241-154-0170-000	241-156-0260-000
241-145-0600-000	241-147-0060-000	241-149-0040-000	241-150-0210-000	241-155-0010-000	241-156-0270-000
241-145-0610-000	241-147-0070-000	241-149-0050-000	241-150-0220-000	241-155-0020-000	241-156-0280-000
241-145-0620-000	241-147-0080-000	241-149-0060-000	241-150-0230-000	241-155-0030-000	241-156-0290-000
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241-145-0640-000	241-147-0100-000	241-149-0080-000	241-150-0250-000	241-155-0050-000	241-156-0310-000
241-145-0650-000	241-147-0110-000	241-149-0090-000	241-150-0260-000	241-155-0060-000	241-156-0320-000
241-145-0660-000	241-147-0120-000	241-149-0100-000	241-150-0270-000	241-155-0070-000	241-156-0330-000
241-145-0670-000	241-147-0130-000	241-149-0110-000	241-150-0280-000	241-155-0080-000	241-156-0340-000
241-146-0010-000	241-147-0140-000	241-149-0120-000	241-150-0290-000	241-155-0090-000	241-156-0350-000
241-146-0020-000	241-147-0150-000	241-149-0130-000	241-151-0030-000	241-155-0100-000	241-156-0360-000
241-146-0030-000	241-147-0160-000	241-149-0140-000	241-151-0050-000	241-155-0110-000	241-156-0370-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
241-156-0380-000	241-157-0110-000	241-157-0560-000	241-158-0420-000	241-159-0430-000	241-160-0450-000
241-156-0390-000	241-157-0120-000	241-157-0570-000	241-158-0430-000	241-160-0010-000	241-160-0460-000
241-156-0400-000	241-157-0130-000	241-157-0580-000	241-158-0440-000	241-160-0020-000	241-160-0470-000
241-156-0410-000	241-157-0140-000	241-157-0590-000	241-158-0450-000	241-160-0030-000	241-160-0480-000
241-156-0420-000	241-157-0150-000	241-158-0010-000	241-158-0460-000	241-160-0040-000	241-160-0490-000
241-156-0430-000	241-157-0160-000	241-158-0020-000	241-158-0470-000	241-160-0050-000	241-160-0500-000
241-156-0440-000	241-157-0170-000	241-158-0030-000	241-158-0480-000	241-160-0060-000	241-160-0510-000
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241-156-0490-000	241-157-0220-000	241-158-0080-000	241-159-0070-000	241-160-0110-000	241-161-0020-000
241-156-0500-000	241-157-0230-000	241-158-0090-000	241-159-0080-000	241-160-0120-000	241-161-0030-000
241-156-0510-000	241-157-0240-000	241-158-0100-000	241-159-0090-000	241-160-0130-000	241-161-0040-000
241-156-0520-000	241-157-0250-000	241-158-0110-000	241-159-0100-000	241-160-0140-000	241-161-0050-000
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241-156-0590-000	241-157-0310-000	241-158-0170-000	241-159-0160-000	241-160-0200-000	241-161-0110-000
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241-156-0640-000	241-157-0360-000	241-158-0220-000	241-159-0230-000	241-160-0250-000	241-161-0160-000
241-156-0650-000	241-157-0370-000	241-158-0230-000	241-159-0240-000	241-160-0260-000	241-161-0170-000
241-156-0660-000	241-157-0380-000	241-158-0240-000	241-159-0250-000	241-160-0270-000	241-161-0180-000
241-156-0670-000	241-157-0390-000	241-158-0250-000	241-159-0260-000	241-160-0280-000	241-161-0190-000
241-156-0680-000	241-157-0400-000	241-158-0260-000	241-159-0270-000	241-160-0290-000	241-161-0200-000
241-156-0690-000	241-157-0410-000	241-158-0270-000	241-159-0280-000	241-160-0300-000	241-161-0210-000
241-156-0700-000	241-157-0420-000	241-158-0280-000	241-159-0290-000	241-160-0310-000	241-161-0220-000
241-156-0710-000	241-157-0430-000	241-158-0290-000	241-159-0300-000	241-160-0320-000	241-161-0230-000
241-156-0720-000	241-157-0440-000	241-158-0300-000	241-159-0310-000	241-160-0330-000	241-161-0240-000
241-156-0730-000	241-157-0450-000	241-158-0310-000	241-159-0320-000	241-160-0340-000	241-161-0250-000
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241-157-0020-000	241-157-0470-000	241-158-0330-000	241-159-0340-000	241-160-0360-000	241-161-0270-000
241-157-0030-000	241-157-0480-000	241-158-0340-000	241-159-0350-000	241-160-0370-000	241-161-0280-000
241-157-0040-000	241-157-0490-000	241-158-0350-000	241-159-0360-000	241-160-0380-000	241-161-0290-000
241-157-0050-000	241-157-0500-000	241-158-0360-000	241-159-0370-000	241-160-0390-000	241-161-0300-000
241-157-0060-000	241-157-0510-000	241-158-0370-000	241-159-0380-000	241-160-0400-000	241-161-0310-000
241-157-0070-000	241-157-0520-000	241-158-0380-000	241-159-0390-000	241-160-0410-000	241-161-0320-000
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241-157-0090-000	241-157-0540-000	241-158-0400-000	241-159-0410-000	241-160-0430-000	241-161-0340-000
241-157-0100-000	241-157-0550-000	241-158-0410-000	241-159-0420-000	241-160-0440-000	241-161-0350-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
241-161-0360-000	241-163-0370-000	241-164-0140-000	241-165-0200-000	241-167-0060-000	241-167-0510-000
241-161-0370-000	241-163-0380-000	241-164-0150-000	241-165-0210-000	241-167-0070-000	241-167-0520-000
241-161-0380-000	241-163-0390-000	241-164-0160-000	241-165-0220-000	241-167-0080-000	241-167-0530-000
241-161-0390-000	241-163-0400-000	241-164-0170-000	241-165-0230-000	241-167-0090-000	241-167-0540-000
241-161-0400-000	241-163-0410-000	241-164-0180-000	241-165-0240-000	241-167-0100-000	241-167-0550-000
241-161-0410-000	241-163-0420-000	241-164-0190-000	241-165-0250-000	241-167-0110-000	241-167-0560-000
241-161-0420-000	241-163-0430-000	241-164-0200-000	241-165-0260-000	241-167-0120-000	241-167-0570-000
241-161-0430-000	241-163-0440-000	241-164-0210-000	241-166-0010-000	241-167-0130-000	241-167-0580-000
241-161-0440-000	241-163-0450-000	241-164-0220-000	241-166-0020-000	241-167-0140-000	241-167-0590-000
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241-163-0020-000	241-163-0470-000	241-164-0240-000	241-166-0040-000	241-167-0160-000	241-167-0610-000
241-163-0030-000	241-163-0480-000	241-164-0250-000	241-166-0050-000	241-167-0170-000	241-167-0620-000
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241-163-0200-000	241-163-0650-000	241-165-0030-000	241-166-0220-000	241-167-0340-000	241-168-0110-000
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241-163-0220-000	241-163-0670-000	241-165-0050-000	241-166-0240-000	241-167-0360-000	241-168-0130-000
241-163-0230-000	241-163-0680-000	241-165-0060-000	241-166-0250-000	241-167-0370-000	241-168-0140-000
241-163-0240-000	241-164-0010-000	241-165-0070-000	241-166-0260-000	241-167-0380-000	241-168-0150-000
241-163-0250-000	241-164-0020-000	241-165-0080-000	241-166-0270-000	241-167-0390-000	241-168-0160-000
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241-163-0280-000	241-164-0050-000	241-165-0110-000	241-166-0300-000	241-167-0420-000	241-168-0190-000
241-163-0290-000	241-164-0060-000	241-165-0120-000	241-166-0310-000	241-167-0430-000	241-168-0200-000
241-163-0300-000	241-164-0070-000	241-165-0130-000	241-166-0320-000	241-167-0440-000	241-168-0210-000
241-163-0310-000	241-164-0080-000	241-165-0140-000	241-166-0330-000	241-167-0450-000	241-168-0220-000
241-163-0320-000	241-164-0090-000	241-165-0150-000	241-167-0010-000	241-167-0460-000	241-168-0230-000
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241-163-0360-000	241-164-0130-000	241-165-0190-000	241-167-0050-000	241-167-0500-000	241-168-0270-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
241-168-0280-000	241-170-0060-000	241-171-0200-000	241-171-0650-000	241-172-0310-000	241-174-0070-000
241-168-0290-000	241-170-0070-000	241-171-0210-000	241-171-0660-000	241-172-0320-000	241-174-0080-000
241-168-0300-000	241-170-0080-000	241-171-0220-000	241-171-0670-000	241-172-0330-000	241-174-0090-000
241-168-0310-000	241-170-0090-000	241-171-0230-000	241-171-0680-000	241-172-0340-000	241-174-0100-000
241-169-0010-000	241-170-0100-000	241-171-0240-000	241-171-0690-000	241-172-0350-000	241-174-0110-000
241-169-0020-000	241-170-0110-000	241-171-0250-000	241-171-0700-000	241-173-0010-000	241-174-0120-000
241-169-0030-000	241-170-0120-000	241-171-0260-000	241-171-0710-000	241-173-0020-000	241-174-0130-000
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241-169-0070-000	241-170-0160-000	241-171-0300-000	241-171-0750-000	241-173-0060-000	241-174-0170-000
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241-169-0280-000	241-171-0060-000	241-171-0510-000	241-172-0170-000	241-173-0270-000	241-175-0120-000
241-169-0290-000	241-171-0070-000	241-171-0520-000	241-172-0180-000	241-173-0280-000	241-175-0130-000
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241-169-0310-000	241-171-0090-000	241-171-0540-000	241-172-0200-000	241-173-0300-000	241-175-0150-000
241-169-0320-000	241-171-0100-000	241-171-0550-000	241-172-0210-000	241-173-0310-000	241-175-0160-000
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241-169-0350-000	241-171-0130-000	241-171-0580-000	241-172-0240-000	241-173-0340-000	241-175-0190-000
241-169-0360-000	241-171-0140-000	241-171-0590-000	241-172-0250-000	241-174-0010-000	241-175-0200-000
241-170-0010-000	241-171-0150-000	241-171-0600-000	241-172-0260-000	241-174-0020-000	241-175-0210-000
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241-170-0050-000	241-171-0190-000	241-171-0640-000	241-172-0300-000	241-174-0060-000	241-175-0250-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
241-175-0260-000	241-176-0130-000	241-177-0170-000	241-178-0120-000	241-178-0570-000	241-179-0440-000
241-175-0270-000	241-176-0140-000	241-177-0180-000	241-178-0130-000	241-178-0580-000	241-179-0450-000
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241-175-0330-000	241-176-0200-000	241-177-0240-000	241-178-0190-000	241-179-0060-000	241-179-0510-000
241-175-0340-000	241-176-0210-000	241-177-0250-000	241-178-0200-000	241-179-0070-000	241-179-0520-000
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241-175-0390-000	241-176-0260-000	241-177-0300-000	241-178-0250-000	241-179-0120-000	241-180-0050-000
241-175-0400-000	241-176-0270-000	241-177-0310-000	241-178-0260-000	241-179-0130-000	241-180-0060-000
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241-175-0550-000	241-177-0010-000	241-177-0460-000	241-178-0410-000	241-179-0280-000	241-180-0210-000
241-175-0560-000	241-177-0020-000	241-177-0470-000	241-178-0420-000	241-179-0290-000	241-180-0220-000
241-175-0570-000	241-177-0030-000	241-177-0480-000	241-178-0430-000	241-179-0300-000	241-180-0230-000
241-175-0580-000	241-177-0040-000	241-177-0490-000	241-178-0440-000	241-179-0310-000	241-180-0240-000
241-175-0590-000	241-177-0050-000	241-177-0500-000	241-178-0450-000	241-179-0320-000	241-180-0250-000
241-175-0600-000	241-177-0060-000	241-178-0010-000	241-178-0460-000	241-179-0330-000	241-180-0260-000
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241-176-0070-000	241-177-0110-000	241-178-0060-000	241-178-0510-000	241-179-0380-000	241-180-0310-000
241-176-0080-000	241-177-0120-000	241-178-0070-000	241-178-0520-000	241-179-0390-000	241-180-0320-000
241-176-0090-000	241-177-0130-000	241-178-0080-000	241-178-0530-000	241-179-0400-000	241-180-0330-000
241-176-0100-000	241-177-0140-000	241-178-0090-000	241-178-0540-000	241-179-0410-000	241-180-0340-000
241-176-0110-000	241-177-0150-000	241-178-0100-000	241-178-0550-000	241-179-0420-000	241-180-0350-000
241-176-0120-000	241-177-0160-000	241-178-0110-000	241-178-0560-000	241-179-0430-000	241-180-0360-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
241-180-0370-000	241-181-0290-000	268-801-0230-000	268-802-0120-000	268-802-0570-000	268-803-0380-000
241-180-0380-000	241-181-0300-000	268-801-0240-000	268-802-0130-000	268-802-0580-000	268-803-0390-000
241-180-0390-000	241-181-0310-000	268-801-0250-000	268-802-0140-000	268-802-0590-000	268-803-0400-000
241-180-0400-000	241-181-0320-000	268-801-0260-000	268-802-0150-000	268-802-0600-000	268-803-0410-000
241-180-0410-000	241-181-0330-000	268-801-0270-000	268-802-0160-000	268-802-0610-000	268-803-0420-000
241-180-0420-000	241-181-0340-000	268-801-0280-000	268-802-0170-000	268-802-0620-000	268-803-0430-000
241-180-0430-000	241-181-0350-000	268-801-0290-000	268-802-0180-000	268-802-0630-000	268-803-0440-000
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241-180-0450-000	241-181-0370-000	268-801-0310-000	268-802-0200-000	268-803-0010-000	268-803-0460-000
241-180-0460-000	241-181-0380-000	268-801-0320-000	268-802-0210-000	268-803-0020-000	268-803-0470-000
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241-180-0490-000	241-181-0410-000	268-801-0350-000	268-802-0240-000	268-803-0050-000	268-803-0500-000
241-180-0500-000	241-181-0420-000	268-801-0360-000	268-802-0250-000	268-803-0060-000	268-803-0510-000
241-180-0510-000	241-181-0430-000	268-801-0370-000	268-802-0260-000	268-803-0070-000	268-803-0520-000
241-180-0520-000	241-181-0440-000	268-801-0380-000	268-802-0270-000	268-803-0080-000	268-803-0530-000
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241-181-0010-000	241-181-0460-000	268-801-0400-000	268-802-0290-000	268-803-0100-000	268-803-0550-000
241-181-0020-000	241-181-0470-000	268-801-0410-000	268-802-0300-000	268-803-0110-000	268-803-0570-000
241-181-0030-000	241-181-0480-000	268-801-0420-000	268-802-0310-000	268-803-0120-000	268-803-0580-000
241-181-0040-000	241-181-0490-000	268-801-0430-000	268-802-0320-000	268-803-0130-000	268-803-0590-000
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241-181-0070-000	268-801-0010-000	268-801-0460-000	268-802-0350-000	268-803-0160-000	268-803-0620-000
241-181-0080-000	268-801-0020-000	268-801-0470-000	268-802-0360-000	268-803-0170-000	268-803-0630-000
241-181-0090-000	268-801-0030-000	268-801-0480-000	268-802-0370-000	268-803-0180-000	268-803-0640-000
241-181-0100-000	268-801-0040-000	268-801-0490-000	268-802-0380-000	268-803-0190-000	268-803-0650-000
241-181-0110-000	268-801-0050-000	268-801-0500-000	268-802-0390-000	268-803-0200-000	268-803-0660-000
241-181-0120-000	268-801-0060-000	268-801-0510-000	268-802-0400-000	268-803-0210-000	268-803-0670-000
241-181-0130-000	268-801-0070-000	268-801-0520-000	268-802-0410-000	268-803-0220-000	268-803-0680-000
241-181-0140-000	268-801-0080-000	268-801-0530-000	268-802-0420-000	268-803-0230-000	268-803-0690-000
241-181-0150-000	268-801-0090-000	268-801-0540-000	268-802-0430-000	268-803-0240-000	268-803-0700-000
241-181-0160-000	268-801-0100-000	268-801-0550-000	268-802-0440-000	268-803-0250-000	268-803-0710-000
241-181-0170-000	268-801-0110-000	268-801-0560-000	268-802-0450-000	268-803-0260-000	268-803-0720-000
241-181-0180-000	268-801-0120-000	268-802-0010-000	268-802-0460-000	268-803-0270-000	268-803-0730-000
241-181-0190-000	268-801-0130-000	268-802-0020-000	268-802-0470-000	268-803-0280-000	268-803-0740-000
241-181-0200-000	268-801-0140-000	268-802-0030-000	268-802-0480-000	268-803-0290-000	268-803-0750-000
241-181-0210-000	268-801-0150-000	268-802-0040-000	268-802-0490-000	268-803-0300-000	268-803-0760-000
241-181-0220-000	268-801-0160-000	268-802-0050-000	268-802-0500-000	268-803-0310-000	268-803-0770-000
241-181-0230-000	268-801-0170-000	268-802-0060-000	268-802-0510-000	268-803-0320-000	268-803-0780-000
241-181-0240-000	268-801-0180-000	268-802-0070-000	268-802-0520-000	268-803-0330-000	268-803-0790-000
241-181-0250-000	268-801-0190-000	268-802-0080-000	268-802-0530-000	268-803-0340-000	268-803-0800-000
241-181-0260-000	268-801-0200-000	268-802-0090-000	268-802-0540-000	268-803-0350-000	268-803-0810-000
241-181-0270-000	268-801-0210-000	268-802-0100-000	268-802-0550-000	268-803-0360-000	268-803-0820-000
241-181-0280-000	268-801-0220-000	268-802-0110-000	268-802-0560-000	268-803-0370-000	268-803-0830-000

San Joaquin County EIFD Parcels List

APN	APN	APN	APN	APN	APN
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268-803-0860-000	268-804-0420-000	268-805-0230-000	268-806-0200-000	268-808-0040-000	268-808-0490-000
268-803-0870-000	268-804-0430-000	268-805-0240-000	268-806-0210-000	268-808-0050-000	268-808-0500-000
268-803-0880-000	268-804-0440-000	268-805-0250-000	268-806-0220-000	268-808-0060-000	268-808-0510-000
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268-804-0020-000	268-804-0470-000	268-805-0280-000	268-806-0250-000	268-808-0090-000	268-808-0540-000
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268-804-0390-000	268-805-0200-000	268-806-0170-000	268-808-0010-000	268-808-0460-000	268-809-0290-000

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APN	APN	APN	APN	APN	APN
268-809-0300-000	268-809-0750-000				
268-809-0310-000	268-809-0760-000				
268-809-0320-000	268-809-0770-000				
268-809-0330-000	268-809-0780-000				
268-809-0340-000	268-809-0790-000				
268-809-0350-000	268-809-0800-000				
268-809-0360-000	268-809-0810-000				
268-809-0370-000	268-809-0820-000				
268-809-0380-000	268-809-0830-000				
268-809-0390-000	268-809-0840-000				
268-809-0400-000	268-809-0850-000				
268-809-0410-000					
268-809-0420-000					
268-809-0430-000					
268-809-0440-000					
268-809-0450-000					
268-809-0460-000					
268-809-0470-000					
268-809-0480-000					
268-809-0490-000					
268-809-0500-000					
268-809-0510-000					
268-809-0520-000					
268-809-0530-000					
268-809-0540-000					
268-809-0550-000					
268-809-0560-000					
268-809-0570-000					
268-809-0580-000					
268-809-0590-000					
268-809-0600-000					
268-809-0610-000					
268-809-0620-000					
268-809-0630-000					
268-809-0640-000					
268-809-0650-000					
268-809-0660-000					
268-809-0670-000					
268-809-0680-000					
268-809-0690-000					
268-809-0700-000					
268-809-0710-000					
268-809-0720-000					
268-809-0730-000					
268-809-0740-000					

ATTACHMENT B:

Bond Proceed Analysis

SJAFCA
Assessment Revenue Bonds
Series 2025

Sources and Uses of Funds

Sources of Funds			
Par Amount of Bonds		125,060,000.00	
Plus: Accrued Interest		-	
Less: (OID) / Plus: OIP		-	
Less: Underwriter's Discount	1.00	(1,250,600.00)	
Net Proceeds			123,809,400.00
Other Source of Funds			-
Other Source of Funds			-
Total Sources			**123,809,400.00**
Uses of Funds			
Project Fund Deposit		114,100,000.00	
Less: Interest Earnings		-	
Net Funds			114,100,000.00
Capitalized Interest Fund		-	
Less: Interest Earnings		-	
Less: Reserve Fund Earnings		-	
Net Funds			-
Reserve Fund			8,155,800.00
Costs of Issuance			500,000.00
Surety Bond Premium	-		-
Bond Insurance	50.00		1,048,938.25
L/C Fees (Upfront)	-		-
Accrued Interest			-
Other Use of Funds			-
Other Use of Funds			-
Total Uses			**123,804,738.25**
Rounding Adjustment			**4,661.75**

Run Date	**November 2, 2021**
Run Time	**6:19 AM**

ATTACHMENT A

SJAFCA
Assessment Revenue Bonds
Series 2025

Summary Calculations

Arbitrage Yield	3.56347	%
True Interest Cost (TIC)	3.57577	%
"All-In" True Interest Cost (AIC	3.67117	%
Average Coupon	3.50000	%
Net Interest Cost (NIC)	3.55166	%
Average Life	19.357	Years

SJAFCA
Assessment Revenue Bonds
Series 2025
Gross Debt Service Schedule

Date	Principal	Rate	Interest	Annual Debt Service
10/01/25				
10/01/26	1,555,000	3.500	4,377,100.00	5,932,100.00
10/01/27	1,675,000	3.500	4,322,675.00	5,997,675.00
10/01/28	1,800,000	3.500	4,264,050.00	6,064,050.00
10/01/29	1,930,000	3.500	4,201,050.00	6,131,050.00
10/01/30	2,070,000	3.500	4,133,500.00	6,203,500.00
10/01/31	2,210,000	3.500	4,061,050.00	6,271,050.00
10/01/32	2,355,000	3.500	3,983,700.00	6,338,700.00
10/01/33	2,510,000	3.500	3,901,275.00	6,411,275.00
10/01/34	2,670,000	3.500	3,813,425.00	6,483,425.00
10/01/35	2,835,000	3.500	3,719,975.00	6,554,975.00
10/01/36	3,005,000	3.500	3,620,750.00	6,625,750.00
10/01/37	3,185,000	3.500	3,515,575.00	6,700,575.00
10/01/38	3,370,000	3.500	3,404,100.00	6,774,100.00
10/01/39	3,565,000	3.500	3,286,150.00	6,851,150.00
10/01/40	3,765,000	3.500	3,161,375.00	6,926,375.00
10/01/41	3,975,000	3.500	3,029,600.00	7,004,600.00
10/01/42	4,190,000	3.500	2,890,475.00	7,080,475.00
10/01/43	4,415,000	3.500	2,743,825.00	7,158,825.00
10/01/44	4,650,000	3.500	2,589,300.00	7,239,300.00
10/01/45	4,890,000	3.500	2,426,550.00	7,316,550.00
10/01/46	5,140,000	3.500	2,255,400.00	7,395,400.00
10/01/47	5,405,000	3.500	2,075,500.00	7,480,500.00
10/01/48	5,675,000	3.500	1,886,325.00	7,561,325.00
10/01/49	5,955,000	3.500	1,687,700.00	7,642,700.00
10/01/50	6,250,000	3.500	1,479,275.00	7,729,275.00
10/01/51	6,550,000	3.500	1,260,525.00	7,810,525.00
10/01/52	6,865,000	3.500	1,031,275.00	7,896,275.00
10/01/53	7,190,000	3.500	791,000.00	7,981,000.00
10/01/54	7,530,000	3.500	539,350.00	8,069,350.00
10/01/55	7,880,000	3.500	275,800.00	8,155,800.00
Subtotal	**125,060,000**		**84,727,650.00**	**209,787,650.00**
Accrued			**-**	**-**
Total	**125,060,000**		**84,727,650.00**	**209,787,650.00**

Attachment B: Bond Proceed Analysis

SJAFCA
Assessment Revenue Bonds
Series 2025
Net Debt Service Schedule

		Reserve Fund	**8,155,800.00**	
		Investment Rate	**2.00**	
Date	**Periodic Debt Service**	**Less Capitalized Interest**	**Less Reserve Fund Earnings**	**Net Annual Debt Service**
10/01/25				
10/01/26	5,932,100.00	-	(163,116.00)	5,768,984.00
10/01/27	5,997,675.00	-	(163,116.00)	5,834,559.00
10/01/28	6,064,050.00	-	(163,116.00)	5,900,934.00
10/01/29	6,131,050.00	-	(163,116.00)	5,967,934.00
10/01/30	6,203,500.00	-	(163,116.00)	6,040,384.00
10/01/31	6,271,050.00	-	(163,116.00)	6,107,934.00
10/01/32	6,338,700.00	-	(163,116.00)	6,175,584.00
10/01/33	6,411,275.00	-	(163,116.00)	6,248,159.00
10/01/34	6,483,425.00	-	(163,116.00)	6,320,309.00
10/01/35	6,554,975.00	-	(163,116.00)	6,391,859.00
10/01/36	6,625,750.00	-	(163,116.00)	6,462,634.00
10/01/37	6,700,575.00	-	(163,116.00)	6,537,459.00
10/01/38	6,774,100.00	-	(163,116.00)	6,610,984.00
10/01/39	6,851,150.00	-	(163,116.00)	6,688,034.00
10/01/40	6,926,375.00	-	(163,116.00)	6,763,259.00
10/01/41	7,004,600.00	-	(163,116.00)	6,841,484.00
10/01/42	7,080,475.00	-	(163,116.00)	6,917,359.00
10/01/43	7,158,825.00	-	(163,116.00)	6,995,709.00
10/01/44	7,239,300.00	-	(163,116.00)	7,076,184.00
10/01/45	7,316,550.00	-	(163,116.00)	7,153,434.00
10/01/46	7,395,400.00	-	(163,116.00)	7,232,284.00
10/01/47	7,480,500.00	-	(163,116.00)	7,317,384.00
10/01/48	7,561,325.00	-	(163,116.00)	7,398,209.00
10/01/49	7,642,700.00	-	(163,116.00)	7,479,584.00
10/01/50	7,729,275.00	-	(163,116.00)	7,566,159.00
10/01/51	7,810,525.00	-	(163,116.00)	7,647,409.00
10/01/52	7,896,275.00	-	(163,116.00)	7,733,159.00
10/01/53	7,981,000.00	-	(163,116.00)	7,817,884.00
10/01/54	8,069,350.00	-	(163,116.00)	7,906,234.00
10/01/55	8,155,800.00	-	(8,318,916.00)	(163,116.00)
Subtotal	**209,787,650.00**	**-**	**(13,049,280.00)**	**196,738,370.00**
Accrued	**-**	**-**		**-**
Total	**209,787,650.00**	**-**	**(13,049,280.00)**	**196,738,370.00**

SJAFCA
Assessment Revenue Bonds
Series 2025 (Max Capacity)
Sources and Uses of Funds

Sources of Funds			
Par Amount of Bonds		138,325,000.00	
Plus: Accrued Interest		-	
Less: (OID) / Plus: OIP		-	
Less: Underwriter's Discount	1.00	(1,383,250.00)	
Net Proceeds			136,941,750.00
Other Source of Funds			-
Other Source of Funds			-
Total Sources			**136,941,750.00**
Uses of Funds			
Project Fund Deposit		126,404,318.88	
Less: Interest Earnings		-	
Net Funds			126,404,318.88
Capitalized Interest Fund		-	
Less: Interest Earnings		-	
Less: Reserve Fund Earnings		-	
Net Funds			-
Reserve Fund			8,880,300.00
Costs of Issuance			500,000.00
Surety Bond Premium	-		-
Bond Insurance	50.00		1,157,131.13
L/C Fees (Upfront)	-		-
Accrued Interest			-
Other Use of Funds			-
Other Use of Funds			-
Total Uses			**136,941,750.00**
Rounding Adjustment			**-**

Run Date	**November 2, 2021**
Run Time	**6:12 AM**

ATTACHMENT A

SJAFCA
Assessment Revenue Bonds
Series 2025 (Max Capacity)
Summary Calculations

Arbitrage Yield	3.56366	%
True Interest Cost (TIC)	3.57619	%
"All-In" True Interest Cost (AIC	3.66896	%
Average Coupon	3.50000	%
Net Interest Cost (NIC)	3.55200	%
Average Life	19.230	Years

SJAFCA
Assessment Revenue Bonds
Series 2025 (Max Capacity)
Gross Debt Service Schedule

Date	Principal	Rate	Interest	Annual Debt Service
10/01/25				
10/01/26	1,810,000	3.500	4,841,375.00	6,651,375.00
10/01/27	1,940,000	3.500	4,778,025.00	6,718,025.00
10/01/28	2,075,000	3.500	4,710,125.00	6,785,125.00
10/01/29	2,215,000	3.500	4,637,500.00	6,852,500.00
10/01/30	2,365,000	3.500	4,559,975.00	6,924,975.00
10/01/31	2,515,000	3.500	4,477,200.00	6,992,200.00
10/01/32	2,675,000	3.500	4,389,175.00	7,064,175.00
10/01/33	2,835,000	3.500	4,295,550.00	7,130,550.00
10/01/34	3,010,000	3.500	4,196,325.00	7,206,325.00
10/01/35	3,185,000	3.500	4,090,975.00	7,275,975.00
10/01/36	3,370,000	3.500	3,979,500.00	7,349,500.00
10/01/37	3,560,000	3.500	3,861,550.00	7,421,550.00
10/01/38	3,760,000	3.500	3,736,950.00	7,496,950.00
10/01/39	3,965,000	3.500	3,605,350.00	7,570,350.00
10/01/40	4,180,000	3.500	3,466,575.00	7,646,575.00
10/01/41	4,405,000	3.500	3,320,275.00	7,725,275.00
10/01/42	4,635,000	3.500	3,166,100.00	7,801,100.00
10/01/43	4,875,000	3.500	3,003,875.00	7,878,875.00
10/01/44	5,125,000	3.500	2,833,250.00	7,958,250.00
10/01/45	5,385,000	3.500	2,653,875.00	8,038,875.00
10/01/46	5,655,000	3.500	2,465,400.00	8,120,400.00
10/01/47	5,930,000	3.500	2,267,475.00	8,197,475.00
10/01/48	6,220,000	3.500	2,059,925.00	8,279,925.00
10/01/49	6,520,000	3.500	1,842,225.00	8,362,225.00
10/01/50	6,835,000	3.500	1,614,025.00	8,449,025.00
10/01/51	7,160,000	3.500	1,374,800.00	8,534,800.00
10/01/52	7,495,000	3.500	1,124,200.00	8,619,200.00
10/01/53	7,840,000	3.500	861,875.00	8,701,875.00
10/01/54	8,205,000	3.500	587,475.00	8,792,475.00
10/01/55	8,580,000	3.500	300,300.00	8,880,300.00
Subtotal	**138,325,000**		**93,101,225.00**	**231,426,225.00**
Accrued			**-**	**-**
Total	**138,325,000**		**93,101,225.00**	**231,426,225.00**

Attachment B: Bond Proceed Analysis

SJAFCA
Assessment Revenue Bonds
Series 2025 (Max Capacity)
Net Debt Service Schedule

		Reserve Fund	**8,880,300.00**	
		Investment Rate	**2.00**	
Date	**Periodic Debt Service**	**Less Capitalized Interest**	**Less Reserve Fund Earnings**	**Net Annual Debt Service**
10/01/25				
10/01/26	6,651,375.00	-	(177,606.00)	6,473,769.00
10/01/27	6,718,025.00	-	(177,606.00)	6,540,419.00
10/01/28	6,785,125.00	-	(177,606.00)	6,607,519.00
10/01/29	6,852,500.00	-	(177,606.00)	6,674,894.00
10/01/30	6,924,975.00	-	(177,606.00)	6,747,369.00
10/01/31	6,992,200.00	-	(177,606.00)	6,814,594.00
10/01/32	7,064,175.00	-	(177,606.00)	6,886,569.00
10/01/33	7,130,550.00	-	(177,606.00)	6,952,944.00
10/01/34	7,206,325.00	-	(177,606.00)	7,028,719.00
10/01/35	7,275,975.00	-	(177,606.00)	7,098,369.00
10/01/36	7,349,500.00	-	(177,606.00)	7,171,894.00
10/01/37	7,421,550.00	-	(177,606.00)	7,243,944.00
10/01/38	7,496,950.00	-	(177,606.00)	7,319,344.00
10/01/39	7,570,350.00	-	(177,606.00)	7,392,744.00
10/01/40	7,646,575.00	-	(177,606.00)	7,468,969.00
10/01/41	7,725,275.00	-	(177,606.00)	7,547,669.00
10/01/42	7,801,100.00	-	(177,606.00)	7,623,494.00
10/01/43	7,878,875.00	-	(177,606.00)	7,701,269.00
10/01/44	7,958,250.00	-	(177,606.00)	7,780,644.00
10/01/45	8,038,875.00	-	(177,606.00)	7,861,269.00
10/01/46	8,120,400.00	-	(177,606.00)	7,942,794.00
10/01/47	8,197,475.00	-	(177,606.00)	8,019,869.00
10/01/48	8,279,925.00	-	(177,606.00)	8,102,319.00
10/01/49	8,362,225.00	-	(177,606.00)	8,184,619.00
10/01/50	8,449,025.00	-	(177,606.00)	8,271,419.00
10/01/51	8,534,800.00	-	(177,606.00)	8,357,194.00
10/01/52	8,619,200.00	-	(177,606.00)	8,441,594.00
10/01/53	8,701,875.00	-	(177,606.00)	8,524,269.00
10/01/54	8,792,475.00	-	(177,606.00)	8,614,869.00
10/01/55	8,880,300.00	-	(9,057,906.00)	(177,606.00)
Subtotal	**231,426,225.00**	**-**	**(14,208,480.00)**	**217,217,745.00**
Accrued	**-**	**-**		**-**
Total	**231,426,225.00**	**-**	**(14,208,480.00)**	**217,217,745.00**

Attachment B: Bond Proceed Analysis

SJAFCA
EIFD Revenue Bonds
Series 2027

Sources and Uses of Funds

Sources of Funds			
Par Amount of Bonds		48,840,000.00	
Plus: Accrued Interest		-	
Less: (OID) / Plus: OIP		-	
Less: Underwriter's Discount	1.00	(488,400.00)	
Net Proceeds			48,351,600.00
Other Source of Funds			-
Other Source of Funds			-
Total Sources			**48,351,600.00**
Uses of Funds			
Project Fund Deposit		45,000,000.00	
Less: Interest Earnings		-	
Net Funds			45,000,000.00
Capitalized Interest Fund		-	
Less: Interest Earnings		-	
Less: Reserve Fund Earnings		-	
Net Funds			-
Reserve Fund			3,000,775.00
Costs of Issuance			350,000.00
Surety Bond Premium	-		-
Bond Insurance	-		-
L/C Fees (Upfront)	-		-
Accrued Interest			-
Other Use of Funds			-
Other Use of Funds			-
Total Uses			**48,350,775.00**
Rounding Adjustment			**825.00**

Run Date	**November 2, 2021**
Run Time	**5:42 AM**

SJAFCA
EIFD Revenue Bonds
Series 2027

Summary Calculations

Arbitrage Yield	4.50000	%
True Interest Cost (TIC)	4.58566	%
"All-In" True Interest Cost (AIC	4.64786	%
Average Coupon	4.50000	%
Net Interest Cost (NIC)	4.55346	%
Average Life	18.705	Years

Attachment B: Bond Proceed Analysis

SJAFCA
EIFD Revenue Bonds
Series 2027
Gross Debt Service Schedule

Date	Principal	Rate	Interest	Annual Debt Service
10/01/27				
10/01/28	800,000	4.500	2,197,800.00	2,997,800.00
10/01/29	835,000	4.500	2,161,800.00	2,996,800.00
10/01/30	875,000	4.500	2,124,225.00	2,999,225.00
10/01/31	915,000	4.500	2,084,850.00	2,999,850.00
10/01/32	955,000	4.500	2,043,675.00	2,998,675.00
10/01/33	995,000	4.500	2,000,700.00	2,995,700.00
10/01/34	1,040,000	4.500	1,955,925.00	2,995,925.00
10/01/35	1,090,000	4.500	1,909,125.00	2,999,125.00
10/01/36	1,140,000	4.500	1,860,075.00	3,000,075.00
10/01/37	1,190,000	4.500	1,808,775.00	2,998,775.00
10/01/38	1,245,000	4.500	1,755,225.00	3,000,225.00
10/01/39	1,300,000	4.500	1,699,200.00	2,999,200.00
10/01/40	1,360,000	4.500	1,640,700.00	3,000,700.00
10/01/41	1,420,000	4.500	1,579,500.00	2,999,500.00
10/01/42	1,480,000	4.500	1,515,600.00	2,995,600.00
10/01/43	1,550,000	4.500	1,449,000.00	2,999,000.00
10/01/44	1,620,000	4.500	1,379,250.00	2,999,250.00
10/01/45	1,690,000	4.500	1,306,350.00	2,996,350.00
10/01/46	1,770,000	4.500	1,230,300.00	3,000,300.00
10/01/47	1,845,000	4.500	1,150,650.00	2,995,650.00
10/01/48	1,930,000	4.500	1,067,625.00	2,997,625.00
10/01/49	2,020,000	4.500	980,775.00	3,000,775.00
10/01/50	2,110,000	4.500	889,875.00	2,999,875.00
10/01/51	2,205,000	4.500	794,925.00	2,999,925.00
10/01/52	2,300,000	4.500	695,700.00	2,995,700.00
10/01/53	2,405,000	4.500	592,200.00	2,997,200.00
10/01/54	2,515,000	4.500	483,975.00	2,998,975.00
10/01/55	2,625,000	4.500	370,800.00	2,995,800.00
10/01/56	2,745,000	4.500	252,675.00	2,997,675.00
10/01/57	2,870,000	4.500	129,150.00	2,999,150.00
Subtotal	**48,840,000**		**41,110,425.00**	**89,950,425.00**
Accrued			**-**	**-**
Total	**48,840,000**		**41,110,425.00**	**89,950,425.00**

Attachment B: Bond Proceed Analysis

SJAFCA
EIFD Revenue Bonds
Series 2027
Net Debt Service Schedule

		Reserve Fund	**3,000,775.00**	
		Investment Rate	**2.00**	
Date	**Periodic Debt Service**	**Less Capitalized Interest**	**Less Reserve Fund Earnings**	**Net Annual Debt Service**
10/01/27				
10/01/28	2,997,800.00	-	(60,015.50)	2,937,784.50
10/01/29	2,996,800.00	-	(60,015.50)	2,936,784.50
10/01/30	2,999,225.00	-	(60,015.50)	2,939,209.50
10/01/31	2,999,850.00	-	(60,015.50)	2,939,834.50
10/01/32	2,998,675.00	-	(60,015.50)	2,938,659.50
10/01/33	2,995,700.00	-	(60,015.50)	2,935,684.50
10/01/34	2,995,925.00	-	(60,015.50)	2,935,909.50
10/01/35	2,999,125.00	-	(60,015.50)	2,939,109.50
10/01/36	3,000,075.00	-	(60,015.50)	2,940,059.50
10/01/37	2,998,775.00	-	(60,015.50)	2,938,759.50
10/01/38	3,000,225.00	-	(60,015.50)	2,940,209.50
10/01/39	2,999,200.00	-	(60,015.50)	2,939,184.50
10/01/40	3,000,700.00	-	(60,015.50)	2,940,684.50
10/01/41	2,999,500.00	-	(60,015.50)	2,939,484.50
10/01/42	2,995,600.00	-	(60,015.50)	2,935,584.50
10/01/43	2,999,000.00	-	(60,015.50)	2,938,984.50
10/01/44	2,999,250.00	-	(60,015.50)	2,939,234.50
10/01/45	2,996,350.00	-	(60,015.50)	2,936,334.50
10/01/46	3,000,300.00	-	(60,015.50)	2,940,284.50
10/01/47	2,995,650.00	-	(60,015.50)	2,935,634.50
10/01/48	2,997,625.00	-	(60,015.50)	2,937,609.50
10/01/49	3,000,775.00	-	(60,015.50)	2,940,759.50
10/01/50	2,999,875.00	-	(60,015.50)	2,939,859.50
10/01/51	2,999,925.00	-	(60,015.50)	2,939,909.50
10/01/52	2,995,700.00	-	(60,015.50)	2,935,684.50
10/01/53	2,997,200.00	-	(60,015.50)	2,937,184.50
10/01/54	2,998,975.00	-	(60,015.50)	2,938,959.50
10/01/55	2,995,800.00	-	(60,015.50)	2,935,784.50
10/01/56	2,997,675.00	-	(60,015.50)	2,937,659.50
10/01/57	2,999,150.00	-	(3,060,790.50)	(61,640.50)
Subtotal	**89,950,425.00**	**-**	**(4,801,240.00)**	**85,149,185.00**
Accrued	**-**	**-**		**-**
Total	**89,950,425.00**	**-**	**(4,801,240.00)**	**85,149,185.00**

ATTACHMENT C:

Description of Facilities and Development to Be Financed

ATTACHMENT C

Description of Facilities to be Financed

The EIFD is authorized to finance the purchase, construction, expansion, improvement, or rehabilitation of the facilities described herein. These facilities have an estimated useful life of 15 years or longer and are public facilities of communitywide significance that provide significant benefits to the EIFD or the surrounding community. Any facilities located outside the boundaries of the EIFD have a tangible connection to the work of the EIFD. The EIFD will also finance planning and design activities that are directly related to the purchase, construction, expansion, or rehabilitation of these facilities. Facilities authorized to be financed by the EIFD include the following:

> Public flood control facilities including, but not limited to, public flood risk reduction infrastructure associated with ensuring that the resulting levee system complies with the Urban Levee Design Criteria promulgated by the California Department of Water Resources and San Joaquin Area Flood Control Agency Resolution ("SJAFCA") No. 19-06 and SJAFCA's Adopted Policy for Adapting Design Standards for the Mossdale Tract Area of SJAFCA in light of Climate Change.

Other Expenses

In addition to the direct costs of the above facilities, other incidental expenses as authorized by the EIFD Law, including but not limited to: the cost of engineering, planning, and surveying; construction staking; utility relocation and demolition costs incidental to the construction of the facilities; costs of project/construction management; costs (including the costs of legal services) associated with the creation of the EIFD; issuance of bonds or other debt; costs incurred by the City of Lathrop, City of Manteca, City of Stockton, County of San Joaquin or the EIFD in connection with the division of taxes pursuant to Government Code section 53398.75; costs otherwise incurred in order to carry out the authorized purposes of the EIFD; and any other expenses incidental to the formation and implementation of the EIFD and to the construction, completion, inspection, and acquisition of the authorized facilities.

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ATTACHMENT D:

Tax Increment Revenue Forecast—
Maximum Tax Rate Scenario

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Table 1
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Property Tax Summary for Fiscal Years 2021-22 through 2060-61 (Real $)

	Cumulative Revenue (Fiscal Years 2021-22 through 2060-61)			
Item	Lathrop	Manteca [1]	Stockton	**Total**
Gross City and County Property Tax Revenue	**$1,544,565,674**	**$1,244,240,951**	**$737,774,390**	**$3,526,581,015**
Property Tax Revenue to City	$575,599,567	$487,483,443	$303,607,652	**$1,366,690,662**
Property Tax Revenue to County	$968,966,108	$756,757,507	$434,166,739	**$2,159,890,354**
EIFD Revenue	**$231,821,397**	**$224,258,877**	**$103,526,949**	**$559,607,223**
EIFD Revenue from City	$82,169,913	$82,146,438	$39,222,938	$203,539,289
Percentage of Gross Property Tax Revenue	14%	17%	13%	17%
EIFD Revenue from County	$149,651,484	$142,112,439	$64,304,011	$356,067,934
Percentage of Gross Property Tax Revenue	15%	19%	15%	20%
Net City and County Property Tax Revenue [2]	**$1,312,744,277**	**$1,019,982,074**	**$634,247,442**	**$2,966,973,793**
Property Tax Revenue to City [2]	$493,429,654	$405,337,005	$264,384,714	**$1,163,151,373**
Property Tax Revenue to County [2]	$819,314,623	$614,645,069	$369,862,728	**$1,803,822,420**

summ

Source: EPS.

[1] Represents non-redevelopment area parcels only.
[2] Estimated property tax revenue to jurisdictions are net of an assumed contribution to an EIFD.

Attachment D: Tax Increment Revenue Forecast - Maximum Tax Rate Scenario

Table 2
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
EIFD Revenue Summary for Fiscal Years 2021-22 through 2060-61 (Real $)

Fiscal Year Ending	Annual EIFD Revenue (Fiscal Years 2021-22 through 2060-61)			
	Lathrop [1]	Manteca [1]	Stockton [1]	**Total**
2021	$0	$0	$0	$0
2022	$0	$0	$0	$0
2023	$507,063	$268,832	$129,406	$905,301
2024	$954,579	$770,889	$273,414	$1,998,882
2025	$1,320,436	$1,184,477	$380,432	$2,885,345
2026	$1,726,942	$1,722,524	$460,687	$3,910,153
2027	$2,148,215	$2,154,898	$578,517	$4,881,630
2028	$2,603,821	$2,548,729	$711,980	$5,864,529
2029	$3,040,526	$2,944,633	$815,180	$6,800,338
2030	$3,469,486	$3,371,483	$922,655	$7,763,624
2031	$2,437,191	$2,562,318	$749,662	$5,749,170
2032	$2,648,163	$2,872,629	$830,425	$6,351,216
2033	$2,867,773	$3,196,666	$931,371	$6,995,811
2034	$3,091,242	$3,550,386	$1,080,423	$7,722,051
2035	$3,321,806	$3,921,291	$1,231,184	$8,474,281
2036	$3,546,328	$4,251,641	$1,389,027	$9,186,996
2037	$3,779,505	$4,563,940	$1,554,241	$9,897,686
2038	$3,987,207	$4,847,374	$1,727,126	$10,561,707
2039	$4,202,143	$5,075,316	$1,896,065	$11,173,524
2040	$4,424,561	$5,311,926	$2,063,967	$11,800,454
2041	$4,714,292	$5,550,122	$2,247,409	$12,511,823
2042	$5,018,420	$5,753,997	$2,439,008	$13,211,426
2043	$5,334,727	$5,964,465	$2,639,089	$13,938,281
2044	$5,663,669	$6,181,737	$2,849,226	$14,694,632
2045	$6,005,719	$6,406,033	$3,004,792	$15,416,544
2046	$6,361,368	$6,637,578	$3,166,135	$16,165,082
2047	$6,731,125	$6,876,606	$3,333,463	$16,941,194
2048	$7,115,515	$7,123,357	$3,501,982	$17,740,854
2049	$7,515,084	$7,378,079	$3,671,437	$18,564,599
2050	$7,930,396	$7,641,028	$3,846,916	$19,418,340
2051	$8,362,037	$7,912,469	$4,028,628	$20,303,134
2052	$8,806,820	$8,192,675	$4,218,489	$21,217,984
2053	$9,268,937	$8,481,928	$4,401,376	$22,152,240
2054	$9,749,028	$8,780,517	$4,590,447	$23,119,993
2055	$10,247,757	$9,088,743	$4,785,911	$24,122,411
2056	$10,765,808	$9,404,783	$4,987,979	$25,158,570
2057	$11,303,893	$9,708,420	$5,199,544	$26,211,858
2058	$11,862,747	$10,021,167	$5,402,077	$27,285,991
2059	$12,443,132	$10,343,296	$5,611,091	$28,397,519
2060	$13,045,837	$10,675,089	$5,826,792	$29,547,718
2061	$13,498,100	$11,016,836	$6,049,394	$30,564,330
Total	**$231,821,397**	**$224,258,877**	**$103,526,949**	**$559,607,223**

EIFD rev

Source: EPS.

[1] Includes both City and County EIFD revenue resulting from the tax increment of existing and new development following the base year of each jurisdiction.

Attachment D: Tax Increment Revenue Forecast - Maximum Tax Rate Scenario

Table 3
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Net Fiscal Impact After EIFD Contribution (Real and Current 2020 $)

Impacts of EIFD from New Development Only

Jurisdiction / Item	Formula	Net Fiscal Impact by Fiscal Year Ending 2025	2030	2035	2040	2050	2060
EIFD Allocation [1]		*[1] [2]*	*20%*	*20%*	*20%*	*20%*	*20%*
Lathrop							
EIFD Allocation							
Estimated EIFD Allocation (Real $) [3]	*a*	$152,452	$396,739	$1,231,389	$1,642,349	$2,950,210	$4,859,116
Discount Factor	*b*	1.16	1.34	1.56	1.81	2.43	3.26
Estimated EIFD Allocation (Current 2020$)	*c = a / b*	$131,506	$295,211	$790,382	$909,329	$1,215,448	$1,489,595
Net Fiscal Impact [4]							
Net Fiscal Surplus/(Deficit) (2020$)	*d*	$264,000	$3,276,000	$4,303,000	$4,691,000	$1,568,000	($1,381,000)
Net Fiscal Surplus/(Deficit) (after EIFD Contribution) [3]	***e = d - c***	**$132,494**	**$2,980,789**	**$3,512,618**	**$3,781,671**	**$352,552**	**($2,870,595)**
Manteca							
EIFD Allocation							
Estimated EIFD Allocation (Real $) [3]	*f*	$80,855	$219,499	$1,525,845	$2,046,328	$2,960,420	$4,148,657
Discount Factor	*g*	1.16	1.34	1.56	1.81	2.43	3.26
Estimated EIFD Allocation (Current 2020$)	*h = f / g*	$69,746	$163,328	$979,382	$1,133,002	$1,219,654	$1,271,799
Net Fiscal Impact [4]							
Net Fiscal Surplus/(Deficit) (2020$)	*i*	($962,000)	$1,245,000	$3,225,000	$3,921,000	$4,777,000	$5,199,000
Net Fiscal Surplus/(Deficit) (after EIFD Contribution) [3]	***j - i - h***	**($1,031,746)**	**$1,081,672**	**$2,245,618**	**$2,787,998**	**$3,557,346**	**$3,927,201**
Stockton							
EIFD Allocation							
Estimated EIFD Allocation (Real $) [3]	*k*	$6,118	$13,783	$496,835	$831,909	$1,515,462	$2,270,002
Discount Factor	*l*	1.16	1.34	1.56	1.81	2.43	3.26
Estimated EIFD Allocation (Current 2020$)	*m = k / l*	$5,277	$10,256	$318,899	$460,608	$624,350	$695,885
Net Fiscal Impact [4]							
Net Fiscal Surplus/(Deficit) (2020$)	*n*	($1,639,000)	($920,000)	($6,000)	$1,244,000	$3,367,000	$4,238,000
Net Fiscal Surplus/(Deficit) (after EIFD Contribution) [3]	***o - n - m***	**($1,644,277)**	**($930,256)**	**($324,899)**	**$783,392**	**$2,742,650**	**$3,542,115**
San Joaquin County							
EIFD Allocation							
Estimated EIFD Allocation (Real $) [3]	*p*	$2,645,921	$7,129,499	$5,220,212	$7,279,868	$11,992,248	$18,269,943
Discount Factor	*q*	1.16	1.34	1.56	1.81	2.43	3.26
Estimated EIFD Allocation (Current 2020$)	*r = p / q*	$2,282,394	$5,305,017	$3,350,656	$4,030,686	$4,940,647	$5,600,776
Net Fiscal Impact [4]							
Net Fiscal Surplus/(Deficit) (2020$)	*s*	$5,962,000	$12,508,000	$17,554,000	$20,498,000	$23,825,000	$25,709,000
Net Fiscal Surplus/(Deficit) (after EIFD Contribution) [3]	***t = s - r***	**$3,679,606**	**$7,202,983**	**$14,203,344**	**$16,467,314**	**$18,884,353**	**$20,108,224**

fiscal

Source: EPS.

NOTE: All fiscal impact analysis assumptions in this analysis, including assessed values, property tax allocations, and property tax revenues for each jurisdiction, are derived from fiscal impact analyses prepared in 2021 and based on Fiscal Year (FY) 2020-21 budgets, current 2020 market-based assumptions, and the current Project boundary identified in 2019.

[1] This analysis estimates the maximum annual EIFD revenue generated using the maximum tax allocation rate for each affected taxing entity (ATE). The initial EIFD allocations (FY ending 2023 through 2028) are based on negotiations between all ATEs and vary by ATE. For all years following FY ending 2028, allocation rates are assumed to remain constant at 20 percent and are consistent across all ATEs. A listing of all allocation rates by ATE is provided in Table 4.

[2] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[3] The EIFD contribution omits EIFD revenue derived from growth of existing development and includes EIFD revenue derived from new development only.

[4] This analysis is an interim draft analysis. Fiscal surplus/deficit estimates are anticipated to change as additional edits are made to the Fiscal Impact Analyses completed for each jurisdiction.

Attachment D: Tax Increment Revenue Forecast - Maximum Tax Rate Scenario

Table 4
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Analysis Assumptions

Item	Jurisdiction					
	Lathrop		Manteca		Stockton	
	Existing City	Annexation Areas	Existing City	Annexation Areas	Existing City	Annexation Areas
Tax Increment [1]						
Existing City General Fund Property Tax Allocation [2]	11.23%	6.94%	14.30%	6.63%	16.71%	7.23%
Initial Percentage Of City Tax Increment to EIFD	10.00%	10.00%	5.00%	5.00%	1.00%	1.00%
Percentage of City Tax Increment to EIFD beginning FY ending 2030	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Percentage of City Tax Increment to EIFD beginning FY ending 2033	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Percentage of City Tax Increment to EIFD beginning FY ending 2044	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Existing County General Fund Property Tax Allocation [2]	18.76%	27.75%	19.84%	26.51%	20.56%	28.93%
Initial Percentage Of County Tax Increment to EIFD	45.87%	45.87%	45.87%	45.87%	45.87%	45.87%
Percentage of County Tax Increment to EIFD beginning FY ending 2030	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Percentage of County Tax Increment to EIFD beginning FY ending 2033	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Percentage of County Tax Increment to EIFD beginning FY ending 2044	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Assessed Value per Dwelling Unit (2020$)						
Low Density Residential	$525,000	$525,000	$500,000	$500,000	$425,000	$425,000
High Density Residential	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000
Assessed Value per Nonresidential Building Sq. Ft. (2020$)						
Retail Commercial	$250	$250	$250	$250	$250	$250
Office Commercial	$250	$250	$250	$250	$250	$250
Industrial	$100	$100	$100	$100	$100	$100
AV Annual Growth						
Existing AV Growth [3]	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
New Development Annual Sales Price Increase	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%

assumps

Source: The Gregory Group; San Joaquin County; Costar; Colliers, International; CBRE; San Joaquin County Auditor-Controller; LWA; EPS.

NOTE: All fiscal impact analysis assumptions in this analysis, including assessed values, property tax allocations, and property tax revenues for each jurisdiction, are derived from fiscal impact analyses prepared in 2021 and based on Fiscal Year (FY) 2020-21 budgets, current 2020 market-based assumptions, and the current Project boundary identified in 2019.

[1] This analysis estimates the maximum annual EIFD revenue generated using the maximum tax allocation rate for each ATE. The initial EIFD allocations (FY ending 2023 through 2028) are based on negotiations between all ATEs and vary by ATE. For all years following FY ending 2028, allocation rates are assumed to remain constant at 20 percent and are consistent across all ATEs.
[2] Refer to Table D-3 for details pertaining to property tax allocations for existing City and unincorporated areas.
Refer to Table D-5, Table D-6, and Table D-4 for additional details pertaining to the calculation of property tax allocations for annexation areas.
[3] Assumes 2 percent annual growth plus an additional 1 percent to account for annual turnover.

Table 5
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue Summary - Lathrop (Real $)

Lathrop
Existing City and Annexation Areas

Fiscal Year Ending	Net City Property Tax Revenue [1]			Net County Property Tax Revenue [1]			EIFD Revenue		
	Existing City Boundaries	Annexation Areas	Total	Existing City Boundaries	Annexation Areas	Total	City EIFD Revenue	County EIFD Revenue	Total
	Table 6	*Table 7*		*Table 6*	*Table 7*				
2021	$3,689,598	$0	$3,689,598	$6,162,942	$0	$6,162,942	$0	$0	$0
2022	$3,800,286	$0	$3,800,286	$6,347,830	$0	$6,347,830	$0	$0	$0
2023	$4,327,174	$0	$4,327,174	$6,877,190	$0	$6,877,190	$58,543	$448,520	$507,063
2024	$4,792,188	$0	$4,792,188	$7,344,385	$0	$7,344,385	$110,211	$844,367	$954,579
2025	$5,172,350	$0	$5,172,350	$7,726,330	$0	$7,726,330	$152,452	$1,167,984	$1,320,436
2026	$5,583,653	$4,968	$5,588,621	$8,139,562	$11,953	$8,151,516	$198,704	$1,528,238	$1,726,942
2027	$6,009,634	$10,235	$6,019,869	$8,567,542	$24,624	$8,592,165	$246,620	$1,901,595	$2,148,215
2028	$6,470,595	$15,812	$6,486,407	$9,030,664	$38,044	$9,068,708	$298,458	$2,305,363	$2,603,821
2029	$6,911,189	$21,716	$6,932,905	$9,473,325	$52,246	$9,525,572	$348,069	$2,692,457	$3,040,526
2030	$7,342,976	$27,959	$7,370,935	$9,907,137	$67,267	$9,974,405	$396,739	$3,072,747	$3,469,486
2031	$7,393,505	$30,718	$7,424,223	$12,349,786	$122,870	$12,472,656	$905,984	$1,531,207	$2,437,191
2032	$7,697,927	$36,912	$7,734,839	$12,858,279	$147,649	$13,005,928	$983,638	$1,664,525	$2,648,163
2033	$8,014,644	$43,451	$8,058,095	$13,387,310	$173,804	$13,561,114	$1,064,452	$1,803,321	$2,867,773
2034	$8,336,469	$50,349	$8,386,818	$13,924,871	$201,396	$14,126,266	$1,146,633	$1,944,609	$3,091,242
2035	$8,668,220	$57,621	$8,725,842	$14,479,013	$230,486	$14,709,499	$1,231,389	$2,090,417	$3,321,806
2036	$9,001,301	$59,350	$9,060,651	$15,035,377	$237,401	$15,272,777	$1,315,091	$2,231,237	$3,546,328
2037	$9,347,249	$61,131	$9,408,380	$15,613,233	$244,523	$15,857,756	$1,402,023	$2,377,482	$3,779,505
2038	$9,654,938	$62,965	$9,717,903	$16,127,184	$251,858	$16,379,042	$1,479,404	$2,507,803	$3,987,207
2039	$9,973,360	$64,854	$10,038,213	$16,659,062	$259,414	$16,918,476	$1,559,482	$2,642,661	$4,202,143
2040	$10,302,882	$66,799	$10,369,681	$17,209,481	$267,196	$17,476,677	$1,642,349	$2,782,212	$4,424,561
2041	$10,733,126	$68,803	$10,801,929	$17,928,142	$275,212	$18,203,354	$1,750,411	$2,963,881	$4,714,292
2042	$11,184,824	$70,867	$11,255,691	$18,682,638	$283,469	$18,966,106	$1,863,851	$3,154,569	$5,018,420
2043	$11,654,647	$72,993	$11,727,640	$19,467,410	$291,973	$19,759,383	$1,981,839	$3,352,888	$5,334,727
2044	$12,143,278	$75,183	$12,218,461	$20,283,597	$300,732	$20,584,329	$2,104,544	$3,559,125	$5,663,669
2045	$12,651,421	$77,438	$12,728,860	$21,132,378	$309,754	$21,442,132	$2,232,144	$3,773,575	$6,005,719
2046	$13,179,809	$79,762	$13,259,570	$22,014,972	$319,047	$22,334,019	$2,364,821	$3,996,547	$6,361,368
2047	$13,729,197	$82,154	$13,811,351	$22,932,646	$328,618	$23,261,264	$2,502,766	$4,228,359	$6,731,125
2048	$14,300,370	$84,619	$14,384,989	$23,886,709	$338,476	$24,225,186	$2,646,176	$4,469,339	$7,115,515
2049	$14,894,142	$87,158	$14,981,300	$24,878,520	$348,631	$25,227,151	$2,795,254	$4,719,830	$7,515,084
2050	$15,511,354	$89,772	$15,601,126	$25,909,483	$359,090	$26,268,573	$2,950,210	$4,980,186	$7,930,396
2051	$16,152,878	$92,466	$16,245,343	$26,981,057	$369,862	$27,350,919	$3,111,264	$5,250,772	$8,362,037
2052	$16,813,936	$95,240	$16,909,176	$28,085,260	$380,958	$28,466,218	$3,277,223	$5,529,597	$8,806,820
2053	$17,500,805	$98,097	$17,598,902	$29,232,575	$392,387	$29,624,962	$3,449,654	$5,819,283	$9,268,937
2054	$18,214,437	$101,040	$18,315,477	$30,424,594	$404,159	$30,828,753	$3,628,798	$6,120,231	$9,749,028
2055	$18,955,820	$104,071	$19,059,891	$31,662,968	$416,283	$32,079,252	$3,814,901	$6,432,855	$10,247,757
2056	$19,725,978	$107,193	$19,833,171	$32,949,405	$428,772	$33,378,177	$4,008,221	$6,757,587	$10,765,808
2057	$20,525,968	$110,409	$20,636,377	$34,285,675	$441,635	$34,727,310	$4,209,023	$7,094,870	$11,303,893
2058	$21,356,889	$113,721	$21,470,610	$35,673,608	$454,884	$36,128,492	$4,417,581	$7,445,166	$11,862,747
2059	$22,219,876	$117,133	$22,337,009	$37,115,103	$468,531	$37,583,634	$4,634,181	$7,808,951	$12,443,132
2060	$23,116,105	$120,647	$23,236,751	$38,612,124	$482,586	$39,094,711	$4,859,116	$8,186,720	$13,045,837
2061	$23,786,786	$124,266	$23,911,052	$39,732,401	$497,064	$40,229,465	$5,027,692	$8,470,409	$13,498,100
TOTAL	**$490,841,784**	**$2,587,870**	**$493,429,654**	**$809,091,770**	**$10,222,853**	**$819,314,623**	**$82,169,913**	**$149,651,484**	**$231,821,397**

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Source: EPS.

[1] Includes property tax revenue from parcels within the Mossdale Tract boundary only.

Table 6
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Lathrop Existing City Boundaries (Real $)

Lathrop Existing City

Fiscal Year Ending	Beginning Assessed Value	Gross Property Tax Revenue	Net City and County Property Tax Revenue						
			City	City EIFD Amount [1]	Net City	County	County EIFD Amount [1]	Net County	Total EIFD
Formula	*a*	*b=a*1.0%*	*c=b*11.23%*	*d*	*e=c-d*	*f=b*18.76%*	*g*	*h=f-g*	*i=d+g*
2021	$3,285,629,232	$32,856,292	$3,689,598	$0	**$3,689,598**	$6,162,942	$0	**$6,162,942**	**$0**
2022	$3,384,198,109	$33,841,981	$3,800,286	$0	**$3,800,286**	$6,347,830	$0	**$6,347,830**	**$0**
2023	$3,905,532,003	$39,055,320	$4,385,718	$58,543	**$4,327,174**	$7,325,710	$448,520	**$6,877,190**	**$507,063**
2024	$4,365,643,245	$43,656,432	$4,902,400	$110,211	**$4,792,188**	$8,188,753	$844,367	**$7,344,385**	**$954,579**
2025	$4,741,797,337	$47,417,973	$5,324,802	$152,452	**$5,172,350**	$8,894,315	$1,167,984	**$7,726,330**	**$1,320,436**
2026	$5,148,763,973	$51,487,640	$5,781,805	$198,152	**$5,583,653**	$9,657,673	$1,518,110	**$8,139,562**	**$1,716,262**
2027	$5,570,254,018	$55,702,540	$6,255,117	$245,483	**$6,009,634**	$10,448,273	$1,880,731	**$8,567,542**	**$2,126,214**
2028	$6,026,354,958	$60,263,550	$6,767,296	$296,701	**$6,470,595**	$11,303,793	$2,273,129	**$9,030,664**	**$2,569,830**
2029	$6,462,303,917	$64,623,039	$7,256,845	$345,656	**$6,911,189**	$12,121,514	$2,648,189	**$9,473,325**	**$2,993,845**
2030	$6,889,538,634	$68,895,386	$7,736,608	$393,632	**$7,342,976**	$12,922,890	$3,015,752	**$9,907,137**	**$3,409,385**
2031	$7,383,952,317	$73,839,523	$8,291,810	$898,305	**$7,393,505**	$13,850,275	$1,500,489	**$12,349,786**	**$2,398,794**
2032	$7,722,816,475	$77,228,165	$8,672,338	$974,410	**$7,697,927**	$14,485,891	$1,627,612	**$12,858,279**	**$2,602,023**
2033	$8,075,366,926	$80,753,669	$9,068,234	$1,053,590	**$8,014,644**	$15,147,179	$1,759,870	**$13,387,310**	**$2,813,460**
2034	$8,433,602,373	$84,336,024	$9,470,515	$1,134,046	**$8,336,469**	$15,819,131	$1,894,260	**$13,924,871**	**$3,028,306**
2035	$8,802,887,679	$88,028,877	$9,885,204	$1,216,984	**$8,668,220**	$16,511,809	$2,032,796	**$14,479,013**	**$3,249,779**
2036	$9,173,652,934	$91,736,529	$10,301,555	$1,300,254	**$9,001,301**	$17,207,264	$2,171,887	**$15,035,377**	**$3,472,140**
2037	$9,558,741,506	$95,587,415	$10,733,990	$1,386,741	**$9,347,249**	$17,929,584	$2,316,351	**$15,613,233**	**$3,703,092**
2038	$9,901,242,319	$99,012,423	$11,118,601	$1,463,663	**$9,654,938**	$18,572,022	$2,444,838	**$16,127,184**	**$3,908,502**
2039	$10,255,690,313	$102,556,903	$11,516,629	$1,543,269	**$9,973,360**	$19,236,870	$2,577,808	**$16,659,062**	**$4,121,077**
2040	$10,622,494,068	$106,224,941	$11,928,531	$1,625,649	**$10,302,882**	$19,924,893	$2,715,413	**$17,209,481**	**$4,341,062**
2041	$11,101,416,110	$111,014,161	$12,466,336	$1,733,210	**$10,733,126**	$20,823,220	$2,895,078	**$17,928,142**	**$4,628,288**
2042	$11,604,218,379	$116,042,184	$13,030,958	$1,846,135	**$11,184,824**	$21,766,339	$3,083,702	**$18,682,638**	**$4,929,836**
2043	$12,127,197,510	$121,271,975	$13,618,238	$1,963,590	**$11,654,647**	$22,747,305	$3,279,895	**$19,467,410**	**$5,243,485**
2044	$12,671,111,592	$126,711,116	$14,229,026	$2,085,748	**$12,143,278**	$23,767,539	$3,483,942	**$20,283,597**	**$5,569,690**
2045	$13,236,746,041	$132,367,460	$14,864,205	$2,212,784	**$12,651,421**	$24,828,515	$3,696,137	**$21,132,378**	**$5,908,921**
2046	$13,824,914,557	$138,249,146	$15,524,689	$2,344,881	**$13,179,809**	$25,931,758	$3,916,786	**$22,014,972**	**$6,261,666**
2047	$14,436,460,113	$144,364,601	$16,211,424	$2,482,228	**$13,729,197**	$27,078,850	$4,146,204	**$22,932,646**	**$6,628,432**
2048	$15,072,255,978	$150,722,560	$16,925,391	$2,625,021	**$14,300,370**	$28,271,429	$4,384,720	**$23,886,709**	**$7,009,741**
2049	$15,733,206,782	$157,332,068	$17,667,606	$2,773,464	**$14,894,142**	$29,511,192	$4,632,672	**$24,878,520**	**$7,406,137**
2050	$16,420,249,603	$164,202,496	$18,439,121	$2,927,767	**$15,511,354**	$30,799,897	$4,890,413	**$25,909,483**	**$7,818,180**
2051	$17,134,355,108	$171,343,551	$19,241,026	$3,088,148	**$16,152,878**	$32,139,363	$5,158,307	**$26,981,057**	**$8,246,455**
2052	$17,870,205,389	$178,702,054	$20,067,349	$3,253,413	**$16,813,936**	$33,519,617	$5,434,357	**$28,085,260**	**$8,687,770**
2053	$18,634,785,769	$186,347,858	$20,925,935	$3,425,130	**$17,500,805**	$34,953,761	$5,721,186	**$29,232,575**	**$9,146,316**
2054	$19,429,157,786	$194,291,578	$21,817,975	$3,603,538	**$18,214,437**	$36,443,785	$6,019,191	**$30,424,594**	**$9,622,729**
2055	$20,254,420,817	$202,544,208	$22,744,704	$3,788,884	**$18,955,820**	$37,991,753	$6,328,785	**$31,662,968**	**$10,117,668**
2056	$21,111,713,387	$211,117,134	$23,707,401	$3,981,423	**$19,725,978**	$39,599,799	$6,650,394	**$32,949,405**	**$10,631,817**
2057	$22,002,214,534	$220,022,145	$24,707,389	$4,181,421	**$20,525,968**	$41,270,136	$6,984,461	**$34,285,675**	**$11,165,882**
2058	$22,927,145,207	$229,271,452	$25,746,040	$4,389,151	**$21,356,889**	$43,005,053	$7,331,445	**$35,673,608**	**$11,720,595**
2059	$23,887,769,727	$238,877,697	$26,824,774	$4,604,898	**$22,219,876**	$44,806,922	$7,691,818	**$37,115,103**	**$12,296,716**
2060	$24,885,397,288	$248,853,973	$27,945,059	$4,828,955	**$23,116,105**	$46,678,198	$8,066,074	**$38,612,124**	**$12,895,028**
2061	$25,631,959,206	$256,319,592	$28,783,411	$4,996,625	**$23,786,786**	$48,078,544	$8,346,143	**$39,732,401**	**$13,342,768**

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Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] Refer to Table A-2 for details.

Table 7
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Lathrop Annexation Area (Real $)

Lathrop Annexation Area

Fiscal Year Ending	Beginning Assessed Value [1]	Gross Property Tax Revenue	Net City and County Property Tax Revenue						
			City	City EIFD Amount [2]	Net City	County	County EIFD Amount [2]	Net County	Total EIFD
Formula	*a*	*b=a*1.0%*	*c=b*6.94%*	*d*	*e=c-d*	*f=b*27.75%*	*g*	*h=f-g*	*d+g*
2021	$0	$0	$0	$0	**$0**	$0	$0	**$0**	**$0**
2022	$0	$0	$0	$0	**$0**	$0	$0	**$0**	**$0**
2023	$0	$0	$0	$0	**$0**	$0	$0	**$0**	**$0**
2024	$0	$0	$0	$0	**$0**	$0	$0	**$0**	**$0**
2025	$0	$0	$0	$0	**$0**	$0	$0	**$0**	**$0**
2026	$7,956,388	$79,564	$5,520	$552	**$4,968**	$22,081	$10,128	**$11,953**	**$10,680**
2027	$16,390,159	$163,902	$11,372	$1,137	**$10,235**	$45,487	$20,863	**$24,624**	**$22,000**
2028	$25,322,795	$253,228	$17,569	$1,757	**$15,812**	$70,277	$32,234	**$38,044**	**$33,991**
2029	$34,776,639	$347,766	$24,129	$2,413	**$21,716**	$96,514	$44,268	**$52,246**	**$46,681**
2030	$44,774,923	$447,749	$31,066	$3,107	**$27,959**	$124,262	$56,995	**$67,267**	**$60,101**
2031	$55,341,805	$553,418	$38,397	$7,679	**$30,718**	$153,588	$30,718	**$122,870**	**$38,397**
2032	$66,502,402	$665,024	$46,140	$9,228	**$36,912**	$184,561	$36,912	**$147,649**	**$46,140**
2033	$78,282,827	$782,828	$54,314	$10,863	**$43,451**	$217,255	$43,451	**$173,804**	**$54,314**
2034	$90,710,226	$907,102	$62,936	$12,587	**$50,349**	$251,744	$50,349	**$201,396**	**$62,936**
2035	$103,812,814	$1,038,128	$72,027	$14,405	**$57,621**	$288,107	$57,621	**$230,486**	**$72,027**
2036	$106,927,199	$1,069,272	$74,188	$14,838	**$59,350**	$296,751	$59,350	**$237,401**	**$74,188**
2037	$110,135,015	$1,101,350	$76,413	$15,283	**$61,131**	$305,653	$61,131	**$244,523**	**$76,413**
2038	$113,439,065	$1,134,391	$78,706	$15,741	**$62,965**	$314,823	$62,965	**$251,858**	**$78,706**
2039	$116,842,237	$1,168,422	$81,067	$16,213	**$64,854**	$324,268	$64,854	**$259,414**	**$81,067**
2040	$120,347,504	$1,203,475	$83,499	$16,700	**$66,799**	$333,996	$66,799	**$267,196**	**$83,499**
2041	$123,957,929	$1,239,579	$86,004	$17,201	**$68,803**	$344,015	$68,803	**$275,212**	**$86,004**
2042	$127,676,667	$1,276,767	$88,584	$17,717	**$70,867**	$354,336	$70,867	**$283,469**	**$88,584**
2043	$131,506,967	$1,315,070	$91,241	$18,248	**$72,993**	$364,966	$72,993	**$291,973**	**$91,241**
2044	$135,452,176	$1,354,522	$93,979	$18,796	**$75,183**	$375,915	$75,183	**$300,732**	**$93,979**
2045	$139,515,742	$1,395,157	$96,798	$19,360	**$77,438**	$387,192	$77,438	**$309,754**	**$96,798**
2046	$143,701,214	$1,437,012	$99,702	$19,940	**$79,762**	$398,808	$79,762	**$319,047**	**$99,702**
2047	$148,012,250	$1,480,123	$102,693	$20,539	**$82,154**	$410,772	$82,154	**$328,618**	**$102,693**
2048	$152,452,618	$1,524,526	$105,774	$21,155	**$84,619**	$423,096	$84,619	**$338,476**	**$105,774**
2049	$157,026,196	$1,570,262	$108,947	$21,789	**$87,158**	$435,788	$87,158	**$348,631**	**$108,947**
2050	$161,736,982	$1,617,370	$112,216	$22,443	**$89,772**	$448,862	$89,772	**$359,090**	**$112,216**
2051	$166,589,092	$1,665,891	$115,582	$23,116	**$92,466**	$462,328	$92,466	**$369,862**	**$115,582**
2052	$171,586,764	$1,715,868	$119,049	$23,810	**$95,240**	$476,198	$95,240	**$380,958**	**$119,049**
2053	$176,734,367	$1,767,344	$122,621	$24,524	**$98,097**	$490,484	$98,097	**$392,387**	**$122,621**
2054	$182,036,398	$1,820,364	$126,300	$25,260	**$101,040**	$505,198	$101,040	**$404,159**	**$126,300**
2055	$187,497,490	$1,874,975	$130,089	$26,018	**$104,071**	$520,354	$104,071	**$416,283**	**$130,089**
2056	$193,122,415	$1,931,224	$133,991	$26,798	**$107,193**	$535,965	$107,193	**$428,772**	**$133,991**
2057	$198,916,087	$1,989,161	$138,011	$27,602	**$110,409**	$552,044	$110,409	**$441,635**	**$138,011**
2058	$204,883,570	$2,048,836	$142,151	$28,430	**$113,721**	$568,605	$113,721	**$454,884**	**$142,151**
2059	$211,030,077	$2,110,301	$146,416	$29,283	**$117,133**	$585,663	$117,133	**$468,531**	**$146,416**
2060	$217,360,979	$2,173,610	$150,808	$30,162	**$120,647**	$603,233	$120,647	**$482,586**	**$150,808**
2061	$223,881,809	$2,238,818	$155,333	$31,067	**$124,266**	$621,330	$124,266	**$497,064**	**$155,333**

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Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs.
[2] Refer to Table A-3 for details.

Table 8
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue Summary - Manteca (Real $)

Manteca
Existing City and
Annexation Areas

Fiscal Year Ending	Net City Property Tax Revenue [1]			Net County Property Tax Revenue [1]			EIFD Revenue		
	Existing City Boundaries	Annexation Areas	Total	Existing City Boundaries	Annexation Areas	Total	City EIFD Revenue	County EIFD Revenue	Total
	Table 9	*Table 10*		*Table 9*	*Table 10*				
2021	$1,545,190	$0	$1,545,190	$2,144,610	$0	$2,144,610	$0	$0	$0
2022	$1,591,546	$0	$1,591,546	$2,208,948	$0	$2,208,948	$0	$0	$0
2023	$1,872,151	$0	$1,872,151	$2,376,326	$0	$2,376,326	$19,577	$249,255	$268,832
2024	$2,488,437	$28,555	$2,516,992	$2,863,732	$65,085	$2,928,816	$53,516	$717,373	$770,889
2025	$2,977,611	$58,823	$3,036,434	$3,250,607	$134,075	$3,384,682	$80,855	$1,103,621	$1,184,477
2026	$3,634,077	$90,881	$3,724,959	$3,769,791	$207,145	$3,976,937	$117,093	$1,605,431	$1,722,524
2027	$4,139,196	$124,810	$4,264,006	$4,169,278	$284,480	$4,453,757	$145,464	$2,009,434	$2,154,898
2028	$4,585,619	$160,693	$4,746,312	$4,522,343	$366,268	$4,888,611	$170,849	$2,377,880	$2,548,729
2029	$5,029,311	$198,616	$5,227,927	$4,873,249	$452,707	$5,325,956	$196,197	$2,748,436	$2,944,633
2030	$5,509,972	$238,671	$5,748,643	$5,253,392	$544,003	$5,797,395	$223,603	$3,147,880	$3,371,483
2031	$5,296,920	$236,589	$5,533,509	$7,351,735	$946,356	$8,298,091	$1,008,331	$1,553,986	$2,562,318
2032	$5,738,077	$274,147	$6,012,225	$7,964,030	$1,096,590	$9,060,619	$1,128,010	$1,744,618	$2,872,629
2033	$6,195,581	$314,881	$6,510,462	$8,599,011	$1,259,522	$9,858,533	$1,252,569	$1,944,097	$3,196,666
2034	$6,675,641	$368,587	$7,044,228	$9,265,299	$1,474,347	$10,739,646	$1,386,011	$2,164,375	$3,550,386
2035	$7,178,334	$425,232	$7,603,566	$9,962,999	$1,700,928	$11,663,927	$1,525,845	$2,395,445	$3,921,291
2036	$7,606,671	$484,944	$8,091,615	$10,557,500	$1,939,777	$12,497,277	$1,647,858	$2,603,783	$4,251,641
2037	$7,998,072	$547,857	$8,545,928	$11,100,735	$2,191,426	$13,292,161	$1,761,436	$2,802,504	$4,563,940
2038	$8,334,130	$614,107	$8,948,237	$11,567,160	$2,456,428	$14,023,588	$1,862,013	$2,985,361	$4,847,374
2039	$8,677,378	$632,530	$9,309,909	$12,043,563	$2,530,121	$14,573,684	$1,952,431	$3,122,885	$5,075,316
2040	$9,033,990	$651,506	$9,685,497	$12,538,514	$2,606,025	$15,144,539	$2,046,328	$3,265,598	$5,311,926
2041	$9,392,065	$671,051	$10,063,117	$13,035,496	$2,684,206	$15,719,702	$2,140,733	$3,409,389	$5,550,122
2042	$9,691,423	$691,183	$10,382,605	$13,450,982	$2,764,732	$16,215,713	$2,220,605	$3,533,392	$5,753,997
2043	$10,000,558	$711,918	$10,712,477	$13,880,039	$2,847,674	$16,727,713	$2,303,073	$3,661,392	$5,964,465
2044	$10,319,790	$733,276	$11,053,066	$14,323,109	$2,933,104	$17,256,213	$2,388,220	$3,793,517	$6,181,737
2045	$10,649,445	$755,274	$11,404,719	$14,780,646	$3,021,097	$17,801,743	$2,476,134	$3,929,899	$6,406,033
2046	$10,989,861	$777,932	$11,767,794	$15,253,119	$3,111,730	$18,364,849	$2,566,902	$4,070,676	$6,637,578
2047	$11,341,389	$801,270	$12,142,659	$15,741,013	$3,205,082	$18,946,095	$2,660,619	$4,215,987	$6,876,606
2048	$11,704,386	$825,309	$12,529,695	$16,244,827	$3,301,234	$19,546,062	$2,757,378	$4,365,979	$7,123,357
2049	$12,079,227	$850,068	$12,929,295	$16,765,079	$3,400,271	$20,165,350	$2,857,278	$4,520,801	$7,378,079
2050	$12,466,294	$875,570	$13,341,864	$17,302,299	$3,502,279	$20,804,579	$2,960,420	$4,680,608	$7,641,028
2051	$12,865,984	$901,837	$13,767,821	$17,857,039	$3,607,348	$21,464,387	$3,066,909	$4,845,560	$7,912,469
2052	$13,278,705	$928,892	$14,207,597	$18,429,866	$3,715,568	$22,145,435	$3,176,853	$5,015,822	$8,192,675
2053	$13,704,881	$956,759	$14,661,640	$19,021,367	$3,827,035	$22,848,402	$3,290,364	$5,191,564	$8,481,928
2054	$14,144,946	$985,462	$15,130,408	$19,632,145	$3,941,846	$23,573,991	$3,407,556	$5,372,961	$8,780,517
2055	$14,599,351	$1,015,025	$15,614,376	$20,262,825	$4,060,102	$24,322,927	$3,528,548	$5,560,195	$9,088,743
2056	$15,064,987	$1,045,476	$16,110,463	$20,909,094	$4,181,905	$25,090,999	$3,652,570	$5,752,213	$9,404,783
2057	$15,507,936	$1,076,840	$16,584,776	$21,523,874	$4,307,362	$25,831,236	$3,771,148	$5,937,273	$9,708,420
2058	$15,964,173	$1,109,146	$17,073,318	$22,157,097	$4,436,583	$26,593,680	$3,893,283	$6,127,884	$10,021,167
2059	$16,434,097	$1,142,420	$17,576,517	$22,809,317	$4,569,680	$27,378,998	$4,019,083	$6,324,213	$10,343,296
2060	$16,918,118	$1,176,693	$18,094,811	$23,481,104	$4,706,771	$28,187,875	$4,148,657	$6,526,432	$10,675,089
2061	$17,416,661	$1,211,993	$18,628,654	$24,173,044	$4,847,974	$29,021,018	$4,282,117	$6,734,718	$11,016,836
TOTAL	**$380,642,182**	**$24,694,823**	**$405,337,005**	**$517,416,205**	**$97,228,864**	**$614,645,069**	**$82,146,438**	**$142,112,439**	**$224,258,877**

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Source: EPS.

[1] Includes property tax revenue from parcels within the Mossdale Tract boundary only.

Table 9
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Manteca Existing City Boundaries (Real $)

Manteca Existing City

Fiscal Year Ending	Beginning Assessed Value	Gross Property Tax Revenue	Net City and County Property Tax Revenue						
			City	City EIFD Amount [1]	Net City	County	County EIFD Amount [1]	Net County	Total EIFD
Formula	*a*	*b=a*1.0%*	*c=b*14.30%*	*d*	*e=c-d*	*f=b*19.84%*	*g*	*h=f-g*	*d+g*
2021	$1,080,794,449	$10,807,944	$1,545,190	$0	**$1,545,190**	$2,144,610	$0	**$2,144,610**	**$0**
2022	$1,113,218,282	$11,132,183	$1,591,546	$0	**$1,591,546**	$2,208,948	$0	**$2,208,948**	**$0**
2023	$1,323,183,556	$13,231,836	$1,891,729	$19,577	**$1,872,151**	$2,625,580	$249,255	**$2,376,326**	**$268,832**
2024	$1,776,936,999	$17,769,370	$2,540,451	$52,013	**$2,488,437**	$3,525,959	$662,227	**$2,863,732**	**$714,241**
2025	$2,137,101,205	$21,371,012	$3,055,370	$77,759	**$2,977,611**	$4,240,629	$990,022	**$3,250,607**	**$1,067,781**
2026	$2,620,438,428	$26,204,384	$3,746,388	$112,310	**$3,634,077**	$5,199,711	$1,429,919	**$3,769,791**	**$1,542,229**
2027	$2,992,342,428	$29,923,424	$4,278,091	$138,895	**$4,139,196**	$5,937,676	$1,768,398	**$4,169,278**	**$1,907,294**
2028	$3,321,031,032	$33,210,310	$4,748,011	$162,391	**$4,585,619**	$6,589,890	$2,067,546	**$4,522,343**	**$2,229,938**
2029	$3,647,708,289	$36,477,083	$5,215,055	$185,744	**$5,029,311**	$7,238,112	$2,364,863	**$4,873,249**	**$2,550,607**
2030	$4,001,605,060	$40,016,051	$5,721,014	$211,041	**$5,509,972**	$7,940,346	$2,686,954	**$5,253,392**	**$2,897,995**
2031	$4,368,883,384	$43,688,834	$6,246,104	$949,184	**$5,296,920**	$8,669,133	$1,317,397	**$7,351,735**	**$2,266,581**
2032	$4,754,596,962	$47,545,970	$6,797,551	$1,059,473	**$5,738,077**	$9,434,501	$1,470,471	**$7,964,030**	**$2,529,944**
2033	$5,154,602,486	$51,546,025	$7,369,431	$1,173,849	**$6,195,581**	$10,228,228	$1,629,216	**$8,599,011**	**$2,803,066**
2034	$5,574,329,203	$55,743,292	$7,969,505	$1,293,864	**$6,675,641**	$11,061,087	$1,795,788	**$9,265,299**	**$3,089,653**
2035	$6,013,844,087	$60,138,441	$8,597,871	$1,419,537	**$7,178,334**	$11,933,212	$1,970,213	**$9,962,999**	**$3,389,751**
2036	$6,388,348,913	$63,883,489	$9,133,293	$1,526,622	**$7,606,671**	$12,676,339	$2,118,839	**$10,557,500**	**$3,645,460**
2037	$6,730,558,822	$67,305,588	$9,622,543	$1,624,472	**$7,998,072**	$13,355,382	$2,254,647	**$11,100,735**	**$3,879,119**
2038	$7,024,382,180	$70,243,822	$10,042,617	$1,708,486	**$8,334,130**	$13,938,413	$2,371,254	**$11,567,160**	**$4,079,740**
2039	$7,324,491,381	$73,244,914	$10,471,677	$1,794,298	**$8,677,378**	$14,533,917	$2,490,354	**$12,043,563**	**$4,284,653**
2040	$7,636,285,190	$76,362,852	$10,917,442	$1,883,452	**$9,033,990**	$15,152,606	$2,614,092	**$12,538,514**	**$4,497,544**
2041	$7,949,357,918	$79,493,579	$11,365,036	$1,972,970	**$9,392,065**	$15,773,834	$2,738,338	**$13,035,496**	**$4,711,308**
2042	$8,211,092,338	$82,110,923	$11,739,232	$2,047,810	**$9,691,423**	$16,293,191	$2,842,209	**$13,450,982**	**$4,890,019**
2043	$8,481,376,401	$84,813,764	$12,125,652	$2,125,093	**$10,000,558**	$16,829,513	$2,949,473	**$13,880,039**	**$5,074,567**
2044	$8,760,487,524	$87,604,875	$12,524,691	$2,204,901	**$10,319,790**	$17,383,350	$3,060,241	**$14,323,109**	**$5,265,142**
2045	$9,048,712,076	$90,487,121	$12,936,760	$2,287,315	**$10,649,445**	$17,955,271	$3,174,625	**$14,780,646**	**$5,461,940**
2046	$9,346,345,662	$93,463,457	$13,362,281	$2,372,419	**$10,989,861**	$18,545,863	$3,292,743	**$15,253,119**	**$5,665,163**
2047	$9,653,693,423	$96,536,934	$13,801,690	$2,460,301	**$11,341,389**	$19,155,730	$3,414,717	**$15,741,013**	**$5,875,018**
2048	$9,971,070,338	$99,710,703	$14,255,437	$2,551,051	**$11,704,386**	$19,785,498	$3,540,670	**$16,244,827**	**$6,091,721**
2049	$10,298,801,545	$102,988,015	$14,723,988	$2,644,761	**$12,079,227**	$20,435,812	$3,670,733	**$16,765,079**	**$6,315,494**
2050	$10,637,222,660	$106,372,227	$15,207,821	$2,741,527	**$12,466,294**	$21,107,338	$3,805,038	**$17,302,299**	**$6,546,566**
2051	$10,986,680,120	$109,866,801	$15,707,434	$2,841,450	**$12,865,984**	$21,800,763	$3,943,723	**$17,857,039**	**$6,785,173**
2052	$11,347,531,528	$113,475,315	$16,223,336	$2,944,630	**$13,278,705**	$22,516,797	$4,086,930	**$18,429,866**	**$7,031,560**
2053	$11,720,146,009	$117,201,460	$16,756,055	$3,051,174	**$13,704,881**	$23,256,172	$4,234,805	**$19,021,367**	**$7,285,979**
2054	$12,104,904,579	$121,049,046	$17,306,136	$3,161,190	**$14,144,946**	$24,019,645	$4,387,500	**$19,632,145**	**$7,548,690**
2055	$12,502,200,533	$125,022,005	$17,874,142	$3,274,792	**$14,599,351**	$24,807,995	$4,545,170	**$20,262,825**	**$7,819,961**
2056	$12,909,316,442	$129,093,164	$18,456,188	$3,391,201	**$15,064,987**	$25,615,831	$4,706,737	**$20,909,094**	**$8,097,938**
2057	$13,296,595,936	$132,965,959	$19,009,873	$3,501,938	**$15,507,936**	$26,384,306	$4,860,432	**$21,523,874**	**$8,362,370**
2058	$13,695,493,814	$136,954,938	$19,580,170	$3,615,997	**$15,964,173**	$27,175,835	$5,018,738	**$22,157,097**	**$8,634,735**
2059	$14,106,358,628	$141,063,586	$20,167,575	$3,733,478	**$16,434,097**	$27,991,110	$5,181,793	**$22,809,317**	**$8,915,271**
2060	$14,529,549,387	$145,295,494	$20,772,602	$3,854,484	**$16,918,118**	$28,830,844	$5,349,740	**$23,481,104**	**$9,204,223**
2061	$14,965,435,868	$149,654,359	$21,395,780	$3,979,119	**$17,416,661**	$29,695,769	$5,522,725	**$24,173,044**	**$9,501,844**

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Source: San Joaquin County; City of Manteca; LWA; EPS.

[1] Refer to Table B-2 for details.

Table 10
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Manteca Annexation Area (Real $)

Manteca Annexation Area

Fiscal Year Ending	Beginning Assessed Value [1]	Gross Property Tax Revenue	Net City and County Property Tax Revenue						
			City	City EIFD Amount [2]	Net City	County	County EIFD Amount [2]	Net County	Total EIFD
Formula	*a*	*b=a*1.0%*	*c=b*6.63%*	*d*	*e=c-d*	*f=b*26.51%*	*g*	*h=f-g*	*d+g*
2021	$0	$0	$0	$0	**$0**	$0	$0	**$0**	**$0**
2022	$0	$0	$0	$0	**$0**	$0	$0	**$0**	**$0**
2023	$0	$0	$0	$0	**$0**	$0	$0	**$0**	**$0**
2024	$45,348,171	$453,482	$30,058	$1,503	**$28,555**	$120,230	$55,145	**$65,085**	**$56,648**
2025	$93,417,231	$934,172	$61,919	$3,096	**$58,823**	$247,674	$113,600	**$134,075**	**$116,696**
2026	$144,329,622	$1,443,296	$95,664	$4,783	**$90,881**	$382,657	$175,511	**$207,145**	**$180,295**
2027	$198,212,681	$1,982,127	$131,379	$6,569	**$124,810**	$525,516	$241,036	**$284,480**	**$247,605**
2028	$255,198,827	$2,551,988	$169,150	$8,458	**$160,693**	$676,601	$310,334	**$366,268**	**$318,791**
2029	$315,425,750	$3,154,258	$209,070	$10,453	**$198,616**	$836,279	$383,572	**$452,707**	**$394,026**
2030	$379,036,610	$3,790,366	$251,232	$12,562	**$238,671**	$1,004,929	$460,926	**$544,003**	**$473,488**
2031	$446,180,238	$4,461,802	$295,736	$59,147	**$236,589**	$1,182,945	$236,589	**$946,356**	**$295,736**
2032	$517,011,351	$5,170,114	$342,684	$68,537	**$274,147**	$1,370,737	$274,147	**$1,096,590**	**$342,684**
2033	$593,829,409	$5,938,294	$393,601	$78,720	**$314,881**	$1,574,403	$314,881	**$1,259,522**	**$393,601**
2034	$695,113,398	$6,951,134	$460,734	$92,147	**$368,587**	$1,842,934	$368,587	**$1,474,347**	**$460,734**
2035	$801,939,980	$8,019,400	$531,540	$106,308	**$425,232**	$2,126,160	$425,232	**$1,700,928**	**$531,540**
2036	$914,550,555	$9,145,506	$606,180	$121,236	**$484,944**	$2,424,721	$484,944	**$1,939,777**	**$606,180**
2037	$1,033,196,018	$10,331,960	$684,821	$136,964	**$547,857**	$2,739,283	$547,857	**$2,191,426**	**$684,821**
2038	$1,158,137,113	$11,581,371	$767,634	$153,527	**$614,107**	$3,070,535	$614,107	**$2,456,428**	**$767,634**
2039	$1,192,881,227	$11,928,812	$790,663	$158,133	**$632,530**	$3,162,651	$632,530	**$2,530,121**	**$790,663**
2040	$1,228,667,663	$12,286,677	$814,383	$162,877	**$651,506**	$3,257,531	$651,506	**$2,606,025**	**$814,383**
2041	$1,265,527,693	$12,655,277	$838,814	$167,763	**$671,051**	$3,355,257	$671,051	**$2,684,206**	**$838,814**
2042	$1,303,493,524	$13,034,935	$863,979	$172,796	**$691,183**	$3,455,915	$691,183	**$2,764,732**	**$863,979**
2043	$1,342,598,330	$13,425,983	$889,898	$177,980	**$711,918**	$3,559,592	$711,918	**$2,847,674**	**$889,898**
2044	$1,382,876,280	$13,828,763	$916,595	$183,319	**$733,276**	$3,666,380	$733,276	**$2,933,104**	**$916,595**
2045	$1,424,362,568	$14,243,626	$944,093	$188,819	**$755,274**	$3,776,371	$755,274	**$3,021,097**	**$944,093**
2046	$1,467,093,445	$14,670,934	$972,416	$194,483	**$777,932**	$3,889,662	$777,932	**$3,111,730**	**$972,416**
2047	$1,511,106,248	$15,111,062	$1,001,588	$200,318	**$801,270**	$4,006,352	$801,270	**$3,205,082**	**$1,001,588**
2048	$1,556,439,436	$15,564,394	$1,031,636	$206,327	**$825,309**	$4,126,543	$825,309	**$3,301,234**	**$1,031,636**
2049	$1,603,132,619	$16,031,326	$1,062,585	$212,517	**$850,068**	$4,250,339	$850,068	**$3,400,271**	**$1,062,585**
2050	$1,651,226,598	$16,512,266	$1,094,462	$218,892	**$875,570**	$4,377,849	$875,570	**$3,502,279**	**$1,094,462**
2051	$1,700,763,395	$17,007,634	$1,127,296	$225,459	**$901,837**	$4,509,185	$901,837	**$3,607,348**	**$1,127,296**
2052	$1,751,786,297	$17,517,863	$1,161,115	$232,223	**$928,892**	$4,644,460	$928,892	**$3,715,568**	**$1,161,115**
2053	$1,804,339,886	$18,043,399	$1,195,949	$239,190	**$956,759**	$4,783,794	$956,759	**$3,827,035**	**$1,195,949**
2054	$1,858,470,083	$18,584,701	$1,231,827	$246,365	**$985,462**	$4,927,308	$985,462	**$3,941,846**	**$1,231,827**
2055	$1,914,224,185	$19,142,242	$1,268,782	$253,756	**$1,015,025**	$5,075,127	$1,015,025	**$4,060,102**	**$1,268,782**
2056	$1,971,650,911	$19,716,509	$1,306,845	$261,369	**$1,045,476**	$5,227,381	$1,045,476	**$4,181,905**	**$1,306,845**
2057	$2,030,800,438	$20,308,004	$1,346,051	$269,210	**$1,076,840**	$5,384,202	$1,076,840	**$4,307,362**	**$1,346,051**
2058	$2,091,724,451	$20,917,245	$1,386,432	$277,286	**$1,109,146**	$5,545,728	$1,109,146	**$4,436,583**	**$1,386,432**
2059	$2,154,476,185	$21,544,762	$1,428,025	$285,605	**$1,142,420**	$5,712,100	$1,142,420	**$4,569,680**	**$1,428,025**
2060	$2,219,110,470	$22,191,105	$1,470,866	$294,173	**$1,176,693**	$5,883,463	$1,176,693	**$4,706,771**	**$1,470,866**
2061	$2,285,683,785	$22,856,838	$1,514,992	$302,998	**$1,211,993**	$6,059,967	$1,211,993	**$4,847,974**	**$1,514,992**

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Source: San Joaquin County; City of Manteca; LWA; EPS.

[1] Prior to annexation of the annexation area to the City, the City recieves no property tax revenue for these TRAs.
[2] Refer to Table B-3 for details.

Table 11
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue Summary - Stockton (Real $)

Stockton
Existing City and
Annexation Areas

Fiscal Year Ending	Net City Property Tax Revenue [1]			Net County Property Tax Revenue [1]			EIFD Revenue		
	Existing City Boundaries	Annexation Areas	Total	Existing City Boundaries	Annexation Areas	Total	City EIFD Revenue	County EIFD Revenue	Total
	Table 12	*Table 13*		*Table 12*	*Table 13*				
2021	$2,398,072	$0	$2,398,072	$2,950,394	$0	$2,950,394	$0	$0	$0
2022	$2,470,014	$0	$2,470,014	$3,038,906	$0	$3,038,906	$0	$0	$0
2023	$2,685,463	$2,374	$2,687,837	$3,183,848	$5,192	$3,189,040	$2,200	$127,206	$129,406
2024	$2,902,067	$12,224	$2,914,292	$3,329,567	$26,737	$3,356,304	$4,488	$268,927	$273,414
2025	$3,053,016	$22,664	$3,075,680	$3,431,116	$49,570	$3,480,687	$6,118	$374,315	$380,432
2026	$3,155,853	$33,719	$3,189,571	$3,500,299	$73,750	$3,574,049	$7,268	$453,419	$460,687
2027	$3,321,397	$45,416	$3,366,814	$3,611,667	$99,335	$3,711,003	$9,059	$569,458	$578,517
2028	$3,494,056	$63,289	$3,557,345	$3,727,822	$138,427	$3,866,249	$10,983	$700,996	$711,980
2029	$3,611,235	$82,193	$3,693,429	$3,806,654	$179,774	$3,986,428	$12,358	$802,822	$815,180
2030	$3,732,323	$102,175	$3,834,498	$3,888,114	$223,478	$4,111,592	$13,783	$908,872	$922,655
2031	$3,591,172	$99,621	$3,690,794	$4,418,289	$398,485	$4,816,775	$305,195	$444,467	$749,662
2032	$3,695,654	$117,626	$3,813,280	$4,546,835	$470,504	$5,017,339	$335,816	$494,608	$830,425
2033	$3,834,114	$136,621	$3,970,735	$4,717,185	$546,485	$5,263,670	$375,180	$556,191	$931,371
2034	$4,056,531	$156,651	$4,213,181	$4,990,828	$626,602	$5,617,431	$435,792	$644,631	$1,080,423
2035	$4,279,595	$177,759	$4,457,354	$5,265,269	$711,034	$5,976,303	$496,835	$734,349	$1,231,184
2036	$4,512,837	$199,992	$4,712,829	$5,552,232	$799,968	$6,352,200	$560,704	$828,323	$1,389,027
2037	$4,756,667	$223,400	$4,980,067	$5,852,220	$893,598	$6,745,818	$627,513	$926,728	$1,554,241
2038	$5,011,510	$248,032	$5,259,541	$6,165,758	$992,126	$7,157,884	$697,382	$1,029,744	$1,727,126
2039	$5,256,412	$273,940	$5,530,353	$6,467,066	$1,095,762	$7,562,828	$765,085	$1,130,980	$1,896,065
2040	$5,496,471	$301,181	$5,797,652	$6,762,415	$1,204,722	$7,967,138	$831,909	$1,232,058	$2,063,967
2041	$5,746,648	$336,339	$6,082,987	$7,070,212	$1,345,358	$8,415,570	$903,243	$1,344,166	$2,247,409
2042	$6,007,332	$373,337	$6,380,669	$7,390,938	$1,493,347	$8,884,285	$977,664	$1,461,345	$2,439,008
2043	$6,278,931	$412,251	$6,691,182	$7,725,090	$1,649,005	$9,374,095	$1,055,292	$1,583,797	$2,639,089
2044	$6,561,863	$454,155	$7,016,018	$8,073,187	$1,816,620	$9,889,808	$1,136,501	$1,712,725	$2,849,226
2045	$6,760,884	$489,831	$7,250,715	$8,318,047	$1,959,326	$10,277,372	$1,195,175	$1,809,617	$3,004,792
2046	$6,966,385	$527,240	$7,493,624	$8,570,879	$2,108,958	$10,679,837	$1,255,903	$1,910,233	$3,166,135
2047	$7,178,576	$566,451	$7,745,027	$8,831,942	$2,265,805	$11,097,747	$1,318,753	$2,014,710	$3,333,463
2048	$7,397,673	$603,535	$8,001,208	$9,101,501	$2,414,139	$11,515,641	$1,382,799	$2,119,184	$3,501,982
2049	$7,623,900	$638,187	$8,262,087	$9,379,833	$2,552,748	$11,932,581	$1,448,018	$2,223,419	$3,671,437
2050	$7,857,488	$674,375	$8,531,863	$9,667,220	$2,697,501	$12,364,721	$1,515,462	$2,331,454	$3,846,916
2051	$8,098,674	$712,160	$8,810,834	$9,963,956	$2,848,641	$12,812,597	$1,585,205	$2,443,423	$4,028,628
2052	$8,350,753	$751,606	$9,102,359	$10,274,094	$3,006,423	$13,280,517	$1,658,086	$2,560,403	$4,218,489
2053	$8,586,456	$792,777	$9,379,232	$10,564,083	$3,171,107	$13,735,190	$1,727,305	$2,674,071	$4,401,376
2054	$8,829,229	$835,742	$9,664,971	$10,862,772	$3,342,966	$14,205,739	$1,798,739	$2,791,708	$4,590,447
2055	$9,079,286	$880,571	$9,959,857	$11,170,422	$3,522,284	$14,692,706	$1,872,461	$2,913,450	$4,785,911
2056	$9,336,845	$927,338	$10,264,182	$11,487,301	$3,709,351	$15,196,652	$1,948,542	$3,039,437	$4,987,979
2057	$9,602,130	$978,256	$10,580,386	$11,813,687	$3,913,024	$15,726,711	$2,027,593	$3,171,951	$5,199,544
2058	$9,875,374	$1,018,398	$10,893,772	$12,149,864	$4,073,593	$16,223,457	$2,105,939	$3,296,138	$5,402,077
2059	$10,156,815	$1,060,069	$11,216,883	$12,496,127	$4,240,274	$16,736,401	$2,186,717	$3,424,374	$5,611,091
2060	$10,446,699	$1,103,323	$11,550,022	$12,852,777	$4,413,290	$17,266,067	$2,270,002	$3,556,790	$5,826,792
2061	$10,745,280	$1,148,218	$11,893,498	$13,220,127	$4,592,871	$17,812,998	$2,355,871	$3,693,523	$6,049,394
TOTAL	**$246,801,679**	**$17,583,034**	**$264,384,714**	**$300,190,546**	**$69,672,183**	**$369,862,728**	**$39,222,938**	**$64,304,011**	**$103,526,949**

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Source: EPS.

[1] Includes property tax revenue from parcels within the Mossdale Tract boundary only.

Table 12
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Stockton Existing City Boundaries (Real $)

Stockton Existing City

Fiscal Year Ending	Beginning Assessed Value	Gross Property Tax Revenue	Net City and County Property Tax Revenue						
			City	City EIFD Amount [1]	**Net City**	County	County EIFD Amount [1]	**Net County**	**Total EIFD**
Formula	*a*	*b=a*1.0%*	*c=b*16.71%*	*d*	*e=c-d*	*f=b*20.56%*	*g*	*h=f-g*	*d+g*
2021	$1,435,013,097	$14,350,131	$2,398,072	$0	**$2,398,072**	$2,950,394	$0	**$2,950,394**	**$0**
2022	$1,478,063,490	$14,780,635	$2,470,014	$0	**$2,470,014**	$3,038,906	$0	**$3,038,906**	**$0**
2023	$1,608,291,217	$16,082,912	$2,687,639	$2,176	**$2,685,463**	$3,306,655	$122,807	**$3,183,848**	**$124,983**
2024	$1,739,217,044	$17,392,170	$2,906,432	$4,364	**$2,902,067**	$3,575,839	$246,273	**$3,329,567**	**$250,637**
2025	$1,830,457,715	$18,304,577	$3,058,905	$5,889	**$3,053,016**	$3,763,431	$332,314	**$3,431,116**	**$338,203**
2026	$1,892,616,910	$18,926,169	$3,162,780	$6,928	**$3,155,853**	$3,891,230	$390,932	**$3,500,299**	**$397,859**
2027	$1,992,679,813	$19,926,798	$3,329,997	$8,600	**$3,321,397**	$4,096,960	$485,293	**$3,611,667**	**$493,893**
2028	$2,097,043,135	$20,970,431	$3,504,400	$10,344	**$3,494,056**	$4,311,532	$583,709	**$3,727,822**	**$594,053**
2029	$2,167,871,742	$21,678,717	$3,622,763	$11,527	**$3,611,235**	$4,457,156	$650,502	**$3,806,654**	**$662,029**
2030	$2,241,062,727	$22,410,627	$3,745,073	$12,751	**$3,732,323**	$4,607,637	$719,522	**$3,888,114**	**$732,273**
2031	$2,316,694,086	$23,166,941	$3,871,462	$280,290	**$3,591,172**	$4,763,135	$344,846	**$4,418,289**	**$625,135**
2032	$2,394,846,370	$23,948,464	$4,002,064	$306,410	**$3,695,654**	$4,923,817	$376,982	**$4,546,835**	**$683,392**
2033	$2,498,414,941	$24,984,149	$4,175,139	$341,025	**$3,834,114**	$5,136,754	$419,570	**$4,717,185**	**$760,594**
2034	$2,664,783,613	$26,647,836	$4,453,160	$396,629	**$4,056,531**	$5,478,809	$487,981	**$4,990,828**	**$884,610**
2035	$2,831,636,745	$28,316,367	$4,731,990	$452,395	**$4,279,595**	$5,821,860	$556,591	**$5,265,269**	**$1,008,986**
2036	$3,006,102,761	$30,061,028	$5,023,543	$510,706	**$4,512,837**	$6,180,563	$628,331	**$5,552,232**	**$1,139,037**
2037	$3,188,488,264	$31,884,883	$5,328,330	$571,663	**$4,756,667**	$6,555,549	$703,328	**$5,852,220**	**$1,274,992**
2038	$3,379,111,404	$33,791,114	$5,646,884	$635,374	**$5,011,510**	$6,947,471	$781,713	**$6,165,758**	**$1,417,087**
2039	$3,562,299,423	$35,622,994	$5,953,012	$696,600	**$5,256,412**	$7,324,106	$857,040	**$6,467,066**	**$1,553,640**
2040	$3,741,864,383	$37,418,644	$6,253,086	$756,614	**$5,496,471**	$7,693,293	$930,877	**$6,762,415**	**$1,687,492**
2041	$3,928,997,171	$39,289,972	$6,565,806	$819,158	**$5,746,648**	$8,078,039	$1,007,826	**$7,070,212**	**$1,826,985**
2042	$4,123,990,249	$41,239,902	$6,891,662	$884,330	**$6,007,332**	$8,478,945	$1,088,008	**$7,390,938**	**$1,972,337**
2043	$4,327,146,813	$43,271,468	$7,231,160	$952,229	**$6,278,931**	$8,896,636	$1,171,546	**$7,725,090**	**$2,123,775**
2044	$4,538,781,180	$45,387,812	$7,584,825	$1,022,962	**$6,561,863**	$9,331,758	$1,258,570	**$8,073,187**	**$2,281,533**
2045	$4,687,649,579	$46,876,496	$7,833,601	$1,072,717	**$6,760,884**	$9,637,832	$1,319,785	**$8,318,047**	**$2,392,503**
2046	$4,841,365,178	$48,413,652	$8,090,478	$1,124,093	**$6,966,385**	$9,953,872	$1,382,993	**$8,570,879**	**$2,507,086**
2047	$5,000,084,829	$50,000,848	$8,355,717	$1,177,141	**$7,178,576**	$10,280,201	$1,448,259	**$8,831,942**	**$2,625,399**
2048	$5,163,970,430	$51,639,704	$8,629,588	$1,231,915	**$7,397,673**	$10,617,150	$1,515,649	**$9,101,501**	**$2,747,564**
2049	$5,333,189,091	$53,331,891	$8,912,372	$1,288,472	**$7,623,900**	$10,965,065	$1,585,232	**$9,379,833**	**$2,873,703**
2050	$5,507,913,298	$55,079,133	$9,204,356	$1,346,868	**$7,857,488**	$11,324,298	$1,657,078	**$9,667,220**	**$3,003,947**
2051	$5,688,321,088	$56,883,211	$9,505,838	$1,407,165	**$8,098,674**	$11,695,218	$1,731,262	**$9,963,956**	**$3,138,427**
2052	$5,876,877,546	$58,768,775	$9,820,938	$1,470,185	**$8,350,753**	$12,082,891	$1,808,797	**$10,274,094**	**$3,278,982**
2053	$6,053,183,872	$60,531,839	$10,115,566	$1,529,110	**$8,586,456**	$12,445,378	$1,881,294	**$10,564,083**	**$3,410,405**
2054	$6,234,779,388	$62,347,794	$10,419,033	$1,589,804	**$8,829,229**	$12,818,739	$1,955,967	**$10,862,772**	**$3,545,770**
2055	$6,421,822,770	$64,218,228	$10,731,604	$1,652,318	**$9,079,286**	$13,203,301	$2,032,879	**$11,170,422**	**$3,685,197**
2056	$6,614,477,453	$66,144,775	$11,053,552	$1,716,708	**$9,336,845**	$13,599,400	$2,112,099	**$11,487,301**	**$3,828,806**
2057	$6,812,911,777	$68,129,118	$11,385,159	$1,783,029	**$9,602,130**	$14,007,382	$2,193,695	**$11,813,687**	**$3,976,724**
2058	$7,017,299,130	$70,172,991	$11,726,713	$1,851,340	**$9,875,374**	$14,427,604	$2,277,739	**$12,149,864**	**$4,129,079**
2059	$7,227,818,104	$72,278,181	$12,078,515	$1,921,700	**$10,156,815**	$14,860,432	$2,364,305	**$12,496,127**	**$4,286,005**
2060	$7,444,652,647	$74,446,526	$12,440,870	$1,994,171	**$10,446,699**	$15,306,245	$2,453,468	**$12,852,777**	**$4,447,639**
2061	$7,667,992,226	$76,679,922	$12,814,096	$2,068,816	**$10,745,280**	$15,765,432	$2,545,305	**$13,220,127**	**$4,614,122**

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Source: San Joaquin County; City of Stockton; LWA; EPS.

[1] Refer to Table C-2 for details.

Table 13
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Stockton Annexation Area (Real $)

Stockton Annexation Area

Fiscal Year Ending	Beginning Assessed Value [1]	Gross Property Tax Revenue	Net City and County Property Tax Revenue						
			City	City EIFD Amount [2]	Net City	County	County EIFD Amount [2]	Net County	Total EIFD
Formula	*a*	*b=a*1.0%*	*c=b*7.23%*	*d*	*e=c-d*	*f=b*28.93%*	*g*	*h=f-g*	*e+h*
2021	$0	$0	$0	$0	**$0**	$0	$0	**$0**	**$0**
2022	$0	$0	$0	$0	**$0**	$0	$0	**$0**	**$0**
2023	$3,315,313	$33,153	$2,398	$24	**$2,374**	$9,590	$4,399	**$5,192**	**$7,565**
2024	$17,073,859	$170,739	$12,348	$123	**$12,224**	$49,391	$22,654	**$26,737**	**$38,961**
2025	$31,654,935	$316,549	$22,893	$229	**$22,664**	$91,571	$42,000	**$49,570**	**$72,234**
2026	$47,095,509	$470,955	$34,059	$341	**$33,719**	$136,237	$62,487	**$73,750**	**$107,469**
2027	$63,434,028	$634,340	$45,875	$459	**$45,416**	$183,501	$84,166	**$99,335**	**$144,752**
2028	$88,397,184	$883,972	$63,928	$639	**$63,289**	$255,714	$117,287	**$138,427**	**$201,716**
2029	$114,801,039	$1,148,010	$83,024	$830	**$82,193**	$332,095	$152,320	**$179,774**	**$261,968**
2030	$142,709,567	$1,427,096	$103,207	$1,032	**$102,175**	$412,828	$189,350	**$223,478**	**$325,653**
2031	$172,189,286	$1,721,893	$124,527	$24,905	**$99,621**	$498,106	$99,621	**$398,485**	**$498,106**
2032	$203,309,350	$2,033,093	$147,033	$29,407	**$117,626**	$588,130	$117,626	**$470,504**	**$588,130**
2033	$236,141,647	$2,361,416	$170,777	$34,155	**$136,621**	$683,107	$136,621	**$546,485**	**$683,107**
2034	$270,760,903	$2,707,609	$195,813	$39,163	**$156,651**	$783,253	$156,651	**$626,602**	**$783,253**
2035	$307,244,788	$3,072,448	$222,198	$44,440	**$177,759**	$888,793	$177,759	**$711,034**	**$888,793**
2036	$345,674,021	$3,456,740	$249,990	$49,998	**$199,992**	$999,960	$199,992	**$799,968**	**$999,960**
2037	$386,132,487	$3,861,325	$279,249	$55,850	**$223,400**	$1,116,998	$223,400	**$893,598**	**$1,116,998**
2038	$428,707,355	$4,287,074	$310,039	$62,008	**$248,032**	$1,240,158	$248,032	**$992,126**	**$1,240,158**
2039	$473,489,195	$4,734,892	$342,426	$68,485	**$273,940**	$1,369,702	$273,940	**$1,095,762**	**$1,369,702**
2040	$520,572,110	$5,205,721	$376,476	$75,295	**$301,181**	$1,505,903	$301,181	**$1,204,722**	**$1,505,903**
2041	$581,342,054	$5,813,421	$420,424	$84,085	**$336,339**	$1,681,697	$336,339	**$1,345,358**	**$1,681,697**
2042	$645,289,680	$6,452,897	$466,671	$93,334	**$373,337**	$1,866,684	$373,337	**$1,493,347**	**$1,866,684**
2043	$712,550,955	$7,125,510	$515,314	$103,063	**$412,251**	$2,061,256	$412,251	**$1,649,005**	**$2,061,256**
2044	$784,979,233	$7,849,792	$567,694	$113,539	**$454,155**	$2,270,776	$454,155	**$1,816,620**	**$2,270,776**
2045	$846,643,499	$8,466,435	$612,289	$122,458	**$489,831**	$2,449,157	$489,831	**$1,959,326**	**$2,449,157**
2046	$911,301,141	$9,113,011	$659,049	$131,810	**$527,240**	$2,636,198	$527,240	**$2,108,958**	**$2,636,198**
2047	$979,076,261	$9,790,763	$708,064	$141,613	**$566,451**	$2,832,256	$566,451	**$2,265,805**	**$2,832,256**
2048	$1,043,172,849	$10,431,728	$754,418	$150,884	**$603,535**	$3,017,674	$603,535	**$2,414,139**	**$3,017,674**
2049	$1,103,067,131	$11,030,671	$797,734	$159,547	**$638,187**	$3,190,935	$638,187	**$2,552,748**	**$3,190,935**
2050	$1,165,616,213	$11,656,162	$842,969	$168,594	**$674,375**	$3,371,876	$674,375	**$2,697,501**	**$3,371,876**
2051	$1,230,925,481	$12,309,255	$890,200	$178,040	**$712,160**	$3,560,802	$712,160	**$2,848,641**	**$3,560,802**
2052	$1,299,104,249	$12,991,042	$939,507	$187,901	**$751,606**	$3,758,028	$751,606	**$3,006,423**	**$3,758,028**
2053	$1,370,265,911	$13,702,659	$990,971	$198,194	**$792,777**	$3,963,884	$792,777	**$3,171,107**	**$3,963,884**
2054	$1,444,528,079	$14,445,281	$1,044,677	$208,935	**$835,742**	$4,178,708	$835,742	**$3,342,966**	**$4,178,708**
2055	$1,522,012,738	$15,220,127	$1,100,714	$220,143	**$880,571**	$4,402,854	$880,571	**$3,522,284**	**$4,402,854**
2056	$1,602,846,401	$16,028,464	$1,159,172	$231,834	**$927,338**	$4,636,689	$927,338	**$3,709,351**	**$4,636,689**
2057	$1,690,855,577	$16,908,556	$1,222,820	$244,564	**$978,256**	$4,891,280	$978,256	**$3,913,024**	**$4,891,280**
2058	$1,760,238,911	$17,602,389	$1,272,998	$254,600	**$1,018,398**	$5,091,991	$1,018,398	**$4,073,593**	**$5,091,991**
2059	$1,832,263,475	$18,322,635	$1,325,086	$265,017	**$1,060,069**	$5,300,343	$1,060,069	**$4,240,274**	**$5,300,343**
2060	$1,907,025,298	$19,070,253	$1,379,153	$275,831	**$1,103,323**	$5,516,613	$1,103,323	**$4,413,290**	**$5,516,613**
2061	$1,984,623,793	$19,846,238	$1,435,272	$287,054	**$1,148,218**	$5,741,088	$1,148,218	**$4,592,871**	**$5,741,088**

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Source: San Joaquin County; City of Stockton; LWA; EPS.

[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs.
[2] Refer to Table C-3 for details.

APPENDICES:

Appendix A: City of Lathrop EIFD Revenue-Estimating Tables

Appendix B: City of Manteca EIFD Revenue-Estimating Tables

Appendix C: City of Stockton EIFD Revenue-Estimating Tables

Appendix D: Supporting Tables for EIFD Revenue Analysis

APPENDIX A:

City of Lathrop EIFD
Revenue-Estimating Tables

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Attachment D: Tax Increment Revenue Forecast - Maximum Tax Rate Scenario

Table A-1
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Lathrop (Real $)

Lathrop
Existing City and Annexation Areas

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV *starting in 2022*	Gross Tax Increment	Net Tax Increment				
							City [1]	City EIFD [3]	County [1]	County EIFD [3]	Total EIFD
Formula	*a*	*b=a*3.0%*	*c*	*d=a+b+c*	*e*	*f=e*1.0%*	*[4]*	*h=g*[3]*	*[4]*	*j=i*[3]*	*h+j*
2020	$3,189,931,293	$95,697,939	$0	$3,285,629,232	$0	$0	$0	$0	$0	$0	**$0**
2021	$3,285,629,232	$98,568,877	$0	$3,384,198,109	$0	$0	$0	$0	$0	$0	**$0**
2022	$3,384,198,109	$101,525,943	$419,807,951	$3,905,532,003	$521,333,894	$5,213,339	$585,432	$58,543	$977,880	$448,520	**$507,063**
2023	$3,905,532,003	$117,165,960	$342,945,282	$4,365,643,245	$981,445,136	$9,814,451	$1,102,114	$110,211	$1,840,923	$844,367	**$954,579**
2024	$4,365,643,245	$130,969,297	$245,184,795	$4,741,797,337	$1,357,599,228	$13,575,992	$1,524,516	$152,452	$2,546,485	$1,167,984	**$1,320,436**
2025	$4,741,797,337	$142,253,920	$272,669,104	$5,156,720,361	$1,772,522,252	$17,725,223	$1,987,040	$198,704	$3,331,924	$1,528,238	**$1,726,942**
2026	$5,156,720,361	$154,701,611	$275,222,206	$5,586,644,177	$2,202,446,068	$22,024,461	$2,466,203	$246,620	$4,145,930	$1,901,595	**$2,148,215**
2027	$5,586,644,177	$167,599,325	$297,434,251	$6,051,677,753	$2,667,479,644	$26,674,796	$2,984,580	$298,458	$5,026,241	$2,305,363	**$2,603,821**
2028	$6,051,677,753	$181,550,333	$263,852,471	$6,497,080,556	$3,112,882,447	$31,128,824	$3,480,688	$348,069	$5,870,199	$2,692,457	**$3,040,526**
2029	$6,497,080,556	$194,912,417	$242,320,584	$6,934,313,557	$3,550,115,448	$35,501,154	$3,967,388	$396,739	$6,699,322	$3,072,747	**$3,469,486**
2030	$6,934,313,557	$208,029,407	$296,951,158	$7,439,294,122	$4,055,096,013	$40,550,960	$4,529,921	$905,984	$7,656,033	$1,531,207	**$2,437,191**
2031	$7,439,294,122	$223,178,824	$126,845,932	$7,789,318,877	$4,405,120,769	$44,051,208	$4,918,192	$983,638	$8,322,623	$1,664,525	**$2,648,163**
2032	$7,789,318,877	$233,679,566	$130,651,310	$8,153,649,753	$4,769,451,645	$47,694,516	$5,322,262	$1,064,452	$9,016,605	$1,803,321	**$2,867,773**
2033	$8,153,649,753	$244,609,493	$126,053,354	$8,524,312,599	$5,140,114,491	$51,401,145	$5,733,165	$1,146,633	$9,723,046	$1,944,609	**$3,091,242**
2034	$8,524,312,599	$255,729,378	$126,658,516	$8,906,700,493	$5,522,502,384	$55,225,024	$6,156,945	$1,231,389	$10,452,087	$2,090,417	**$3,321,806**
2035	$8,906,700,493	$267,201,015	$106,678,625	$9,280,580,133	$5,896,382,024	$58,963,820	$6,575,457	$1,315,091	$11,156,184	$2,231,237	**$3,546,328**
2036	$9,280,580,133	$278,417,404	$109,878,984	$9,668,876,521	$6,284,678,412	$62,846,784	$7,010,117	$1,402,023	$11,887,408	$2,377,482	**$3,779,505**
2037	$9,668,876,521	$290,066,296	$55,738,567	$10,014,681,384	$6,630,483,275	$66,304,833	$7,397,021	$1,479,404	$12,539,015	$2,507,803	**$3,987,207**
2038	$10,014,681,384	$300,440,442	$57,410,725	$10,372,532,550	$6,988,334,441	$69,883,344	$7,797,410	$1,559,482	$13,213,307	$2,642,661	**$4,202,143**
2039	$10,372,532,550	$311,175,976	$59,133,046	$10,742,841,573	$7,358,643,464	$73,586,435	$8,211,744	$1,642,349	$13,911,059	$2,782,212	**$4,424,561**
2040	$10,742,841,573	$322,285,247	$160,247,219	$11,225,374,039	$7,841,175,930	$78,411,759	$8,752,055	$1,750,411	$14,819,405	$2,963,881	**$4,714,292**
2041	$11,225,374,039	$336,761,221	$169,759,786	$11,731,895,046	$8,347,696,937	$83,476,969	$9,319,257	$1,863,851	$15,772,845	$3,154,569	**$5,018,420**
2042	$11,731,895,046	$351,956,851	$174,852,579	$12,258,704,477	$8,874,506,368	$88,745,064	$9,909,194	$1,981,839	$16,764,441	$3,352,888	**$5,334,727**
2043	$12,258,704,477	$367,761,134	$180,098,157	$12,806,563,768	$9,422,365,660	$94,223,657	$10,522,719	$2,104,544	$17,795,624	$3,559,125	**$5,663,669**
2044	$12,806,563,768	$384,196,913	$185,501,102	$13,376,261,783	$9,992,063,674	$99,920,637	$11,160,718	$2,232,144	$18,867,877	$3,773,575	**$6,005,719**
2045	$13,376,261,783	$401,287,853	$191,066,135	$13,968,615,771	$10,584,417,662	$105,844,177	$11,824,106	$2,364,821	$19,982,736	$3,996,547	**$6,361,368**
2046	$13,968,615,771	$419,058,473	$196,798,119	$14,584,472,363	$11,200,274,254	$112,002,743	$12,513,832	$2,502,766	$21,141,793	$4,228,359	**$6,731,125**
2047	$14,584,472,363	$437,534,171	$202,702,062	$15,224,708,596	$11,840,510,487	$118,405,105	$13,230,880	$2,646,176	$22,346,695	$4,469,339	**$7,115,515**
2048	$15,224,708,596	$456,741,258	$208,783,124	$15,890,232,978	$12,506,034,869	$125,060,349	$13,976,268	$2,795,254	$23,599,151	$4,719,830	**$7,515,084**
2049	$15,890,232,978	$476,706,989	$215,046,618	$16,581,986,585	$13,197,788,476	$131,977,885	$14,751,051	$2,950,210	$24,900,929	$4,980,186	**$7,930,396**
2050	$16,581,986,585	$497,459,598	$221,498,016	$17,300,944,199	$13,916,746,090	$139,167,461	$15,556,322	$3,111,264	$26,253,861	$5,250,772	**$8,362,037**
2051	$17,300,944,199	$519,028,326	$221,819,629	$18,041,792,154	$14,657,594,045	$146,575,940	$16,386,113	$3,277,223	$27,647,985	$5,529,597	**$8,806,820**
2052	$18,041,792,154	$541,253,765	$228,474,217	$18,811,520,136	$15,427,322,027	$154,273,220	$17,248,270	$3,449,654	$29,096,414	$5,819,283	**$9,268,937**
2053	$18,811,520,136	$564,345,604	$235,328,444	$19,611,194,184	$16,226,996,075	$162,269,961	$18,143,989	$3,628,798	$30,601,154	$6,120,231	**$9,749,028**
2054	$19,611,194,184	$588,335,826	$242,388,297	$20,441,918,307	$17,057,720,198	$170,577,202	$19,074,507	$3,814,901	$32,164,277	$6,432,855	**$10,247,757**
2055	$20,441,918,307	$613,257,549	$249,659,946	$21,304,835,802	$17,920,637,693	$179,206,377	$20,041,106	$4,008,221	$33,787,934	$6,757,587	**$10,765,808**
2056	$21,304,835,802	$639,145,074	$257,149,745	$22,201,130,621	$18,816,932,512	$188,169,325	$21,045,114	$4,209,023	$35,474,350	$7,094,870	**$11,303,893**
2057	$22,201,130,621	$666,033,919	$264,864,237	$23,132,028,777	$19,747,830,668	$197,478,307	$22,087,906	$4,417,581	$37,225,828	$7,445,166	**$11,862,747**
2058	$23,132,028,777	$693,960,863	$272,810,164	$24,098,799,804	$20,714,601,695	$207,146,017	$23,170,904	$4,634,181	$39,044,755	$7,808,951	**$12,443,132**
2059	$24,098,799,804	$722,963,994	$280,994,469	$25,102,758,267	$21,718,560,158	$217,185,602	$24,295,582	$4,859,116	$40,933,601	$8,186,720	**$13,045,837**
2060	$25,102,758,267	$753,082,748	$0	$25,855,841,015	$22,471,642,906	$224,716,429	$25,138,458	$5,027,692	$42,352,044	$8,470,409	**$13,498,100**
2061	$25,855,841,015	$775,675,230	$0	$26,631,516,246	$23,247,318,137	$232,473,181	$26,006,620	$5,201,324	$43,813,040	$8,762,608	**$13,963,932**

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Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] See Table D-1 for Fiscal Year 2020-21 beginning assessed value.
[2] See Table A-4 for new AV added to roll from 2021-22 on. It is assumed that new AV is added to roll in year after development occurs.
In 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.
[3] This analysis estimates the maximum annual EIFD revenue generated using the maximum tax allocation rate for each affected taxing entity (ATE). The initial EIFD allocations (FY ending 2023 through 2028) are based on negotiations between all ATEs and vary by ATE. For all years following FY ending 2028, allocation rates are assumed to remain constant at 20 percent and are consistent across all ATEs. A listing of all allocation rates by ATE is provided in Table 4.
[4] The City and County tax allocation rates vary between TRAs within the existing City boundaries and the annexation area. See Table A-2 and Table A-3 for more details.

Attachment D: Tax Increment Revenue Forecast - Maximum Tax Rate Scenario

Table A-2
Mossdale Tract Infrastructure Finance Plar
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Lathrop Existing City Boundaries (Real $

Lathrop
Existing City

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV *starting in 2022*	Gross Tax Increment	Net Tax Increment						
							City [1]	City EIFD Allocation [3]	City EIFD	County [1]	County EIFD Allocation [3]	County EIFD	Total EIFD
Formula	*a*	*b=a*3.0%*	*c*	*d=a+b+c*	*e*	*f=e*1.0%*	*g=f*11.23%*	*h*	*i=g*h*	*j=f*18.76%*	*k*	*l=j*k*	*m=i+l*
2020	$3,189,931,293	$95,697,939	$0	$3,285,629,232	$0	$0	$0	0%	$0	$0	0%	$0	**$0**
2021	$3,285,629,232	$98,568,877	$0	$3,384,198,109	$0	$0	$0	10%	$0	$0	46%	$0	**$0**
2022	$3,384,198,109	$101,525,943	$419,807,951	$3,905,532,003	$521,333,894	$5,213,339	$585,432	10%	$58,543	$977,880	46%	$448,520	**$507,063**
2023	$3,905,532,003	$117,165,960	$342,945,282	$4,365,643,245	$981,445,136	$9,814,451	$1,102,114	10%	$110,211	$1,840,923	46%	$844,367	**$954,579**
2024	$4,365,643,245	$130,969,297	$245,184,795	$4,741,797,337	$1,357,599,228	$13,575,992	$1,524,516	10%	$152,452	$2,546,485	46%	$1,167,984	**$1,320,436**
2025	$4,741,797,337	$142,253,920	$264,712,716	$5,148,763,973	$1,764,565,864	$17,645,659	$1,981,519	10%	$198,152	$3,309,843	46%	$1,518,110	**$1,716,262**
2026	$5,148,763,973	$154,462,919	$267,027,126	$5,570,254,018	$2,186,055,910	$21,860,559	$2,454,832	10%	$245,483	$4,100,443	46%	$1,880,731	**$2,126,214**
2027	$5,570,254,018	$167,107,621	$288,993,319	$6,026,354,958	$2,642,156,849	$26,421,568	$2,967,010	10%	$296,701	$4,955,964	46%	$2,273,129	**$2,569,830**
2028	$6,026,354,958	$180,790,649	$255,158,311	$6,462,303,917	$3,078,105,808	$30,781,058	$3,456,559	10%	$345,656	$5,773,685	46%	$2,648,189	**$2,993,845**
2029	$6,462,303,917	$193,869,118	$233,365,599	$6,889,538,634	$3,505,340,525	$35,053,405	$3,936,323	10%	$393,632	$6,575,060	46%	$3,015,752	**$3,409,385**
2030	$6,889,538,634	$206,686,159	$287,727,524	$7,383,952,317	$3,999,754,208	$39,997,542	$4,491,524	20%	$898,305	$7,502,445	20%	$1,500,489	**$2,398,794**
2031	$7,383,952,317	$221,518,570	$117,345,589	$7,722,816,475	$4,338,618,367	$43,386,184	$4,872,052	20%	$974,410	$8,138,061	20%	$1,627,612	**$2,602,023**
2032	$7,722,816,475	$231,684,494	$120,865,956	$8,075,366,926	$4,691,168,817	$46,911,688	$5,267,949	20%	$1,053,590	$8,799,349	20%	$1,759,870	**$2,813,460**
2033	$8,075,366,926	$242,261,008	$115,974,440	$8,433,602,373	$5,049,404,265	$50,494,043	$5,670,229	20%	$1,134,046	$9,471,301	20%	$1,894,260	**$3,028,306**
2034	$8,433,602,373	$253,008,071	$116,277,234	$8,802,887,679	$5,418,689,570	$54,186,896	$6,084,918	20%	$1,216,984	$10,163,979	20%	$2,032,796	**$3,249,779**
2035	$8,802,887,679	$264,086,630	$106,678,625	$9,173,652,934	$5,789,454,826	$57,894,548	$6,501,269	20%	$1,300,254	$10,859,434	20%	$2,171,887	**$3,472,140**
2036	$9,173,652,934	$275,209,588	$109,878,984	$9,558,741,506	$6,174,543,397	$61,745,434	$6,933,704	20%	$1,386,741	$11,581,754	20%	$2,316,351	**$3,703,092**
2037	$9,558,741,506	$286,762,245	$55,738,567	$9,901,242,319	$6,517,044,210	$65,170,442	$7,318,315	20%	$1,463,663	$12,224,192	20%	$2,444,838	**$3,908,502**
2038	$9,901,242,319	$297,037,270	$57,410,725	$10,255,690,313	$6,871,492,204	$68,714,922	$7,716,343	20%	$1,543,269	$12,889,040	20%	$2,577,808	**$4,121,077**
2039	$10,255,690,313	$307,670,709	$59,133,046	$10,622,494,068	$7,238,295,960	$72,382,960	$8,128,245	20%	$1,625,649	$13,577,063	20%	$2,715,413	**$4,341,062**
2040	$10,622,494,068	$318,674,822	$160,247,219	$11,101,416,110	$7,717,218,001	$77,172,180	$8,666,051	20%	$1,733,210	$14,475,390	20%	$2,895,078	**$4,628,288**
2041	$11,101,416,110	$333,042,483	$169,759,786	$11,604,218,379	$8,220,020,270	$82,200,203	$9,230,673	20%	$1,846,135	$15,418,510	20%	$3,083,702	**$4,929,836**
2042	$11,604,218,379	$348,126,551	$174,852,579	$12,127,197,510	$8,742,999,401	$87,429,994	$9,817,952	20%	$1,963,590	$16,399,475	20%	$3,279,895	**$5,243,485**
2043	$12,127,197,510	$363,815,925	$180,098,157	$12,671,111,592	$9,286,913,483	$92,869,135	$10,428,740	20%	$2,085,748	$17,419,709	20%	$3,483,942	**$5,569,690**
2044	$12,671,111,592	$380,133,348	$185,501,102	$13,236,746,041	$9,852,547,933	$98,525,479	$11,063,920	20%	$2,212,784	$18,480,685	20%	$3,696,137	**$5,908,921**
2045	$13,236,746,041	$397,102,381	$191,066,135	$13,824,914,557	$10,440,716,449	$104,407,164	$11,724,404	20%	$2,344,881	$19,583,928	20%	$3,916,786	**$6,261,666**
2046	$13,824,914,557	$414,747,437	$196,798,119	$14,436,460,113	$11,052,262,004	$110,522,620	$12,411,139	20%	$2,482,228	$20,731,020	20%	$4,146,204	**$6,628,432**
2047	$14,436,460,113	$433,093,803	$202,702,062	$15,072,255,978	$11,688,057,870	$116,880,579	$13,125,106	20%	$2,625,021	$21,923,599	20%	$4,384,720	**$7,009,741**
2048	$15,072,255,978	$452,167,679	$208,783,124	$15,733,206,782	$12,349,008,673	$123,490,087	$13,867,321	20%	$2,773,464	$23,163,362	20%	$4,632,672	**$7,406,137**
2049	$15,733,206,782	$471,996,203	$215,046,618	$16,420,249,603	$13,036,051,494	$130,360,515	$14,638,835	20%	$2,927,767	$24,452,067	20%	$4,890,413	**$7,818,180**
2050	$16,420,249,603	$492,607,488	$221,498,016	$17,134,355,108	$13,750,156,999	$137,501,570	$15,440,740	20%	$3,088,148	$25,791,533	20%	$5,158,307	**$8,246,455**
2051	$17,134,355,108	$514,030,653	$221,819,629	$17,870,205,389	$14,486,007,281	$144,860,073	$16,267,063	20%	$3,253,413	$27,171,787	20%	$5,434,357	**$8,687,770**
2052	$17,870,205,389	$536,106,162	$228,474,217	$18,634,785,769	$15,250,587,660	$152,505,877	$17,125,649	20%	$3,425,130	$28,605,931	20%	$5,721,186	**$9,146,316**
2053	$18,634,785,769	$559,043,573	$235,328,444	$19,429,157,786	$16,044,959,677	$160,449,597	$18,017,689	20%	$3,603,538	$30,095,955	20%	$6,019,191	**$9,622,729**
2054	$19,429,157,786	$582,874,734	$242,388,297	$20,254,420,817	$16,870,222,708	$168,702,227	$18,944,418	20%	$3,788,884	$31,643,923	20%	$6,328,785	**$10,117,668**
2055	$20,254,420,817	$607,632,624	$249,659,946	$21,111,713,387	$17,727,515,279	$177,275,153	$19,907,115	20%	$3,981,423	$33,251,969	20%	$6,650,394	**$10,631,817**
2056	$21,111,713,387	$633,351,402	$257,149,745	$22,002,214,534	$18,618,016,425	$186,180,164	$20,907,103	20%	$4,181,421	$34,922,306	20%	$6,984,461	**$11,165,882**
2057	$22,002,214,534	$660,066,436	$264,864,237	$22,927,145,207	$19,542,947,098	$195,429,471	$21,945,754	20%	$4,389,151	$36,657,223	20%	$7,331,445	**$11,720,595**
2058	$22,927,145,207	$687,814,356	$272,810,164	$23,887,769,727	$20,503,571,618	$205,035,716	$23,024,488	20%	$4,604,898	$38,459,092	20%	$7,691,818	**$12,296,716**
2059	$23,887,769,727	$716,633,092	$280,994,469	$24,885,397,288	$21,501,199,179	$215,011,992	$24,144,774	20%	$4,828,955	$40,330,368	20%	$8,066,074	**$12,895,028**
2060	$24,885,397,288	$746,561,919	$0	$25,631,959,206	$22,247,761,098	$222,477,611	$24,983,126	20%	$4,996,625	$41,730,714	20%	$8,346,143	**$13,342,768**
2061	$25,631,959,206	$768,958,776	$0	$26,400,917,983	$23,016,719,874	$230,167,199	$25,846,628	20%	$5,169,326	$43,173,070	20%	$8,634,614	**$13,803,940**

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Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] See Table D-1 for Fiscal Year 2020-21 beginning assessed value

[2] See Table A-4 for new AV added to roll from 2021-22 on. It is assumed that new AV is added to roll in year after development occurs
In 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value

[3] This analysis estimates the maximum annual EIFD revenue generated using the maximum tax allocation rate for each affected taxing entity (ATE). The initial EIFD allocations (FY ending 2023 through 2028) are based on negotiations between all ATEs and vary by ATE. For all years following FY ending 2028, allocation rates are assumed to remain constant at 20 percent and are consistent across all ATEs. A listing of all allocation rates by ATE is provided in Table 4.

Attachment D: Tax Increment Revenue Forecast - Maximum Tax Rate Scenario

Table A-3
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Lathrop Annexation Area (Real $)

Lathrop Annexation Area

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2] [3]	Ending AV	Cumulative Growth in AV starting in 2022	Gross Tax Increment	Net Tax Increment						
							City [1]	City EIFD Allocation [4]	City EIFD	County [1]	County EIFD Allocation [4]	County EIFD	Total EIFD
Formula	*a*	*b=a*3.0%*	*c*	*d=a+b+c*	*e*	*f=e*1.0%*	*g=f^6.94%*	*h*	*i=g*h*	*j=f^27.75%*	*k*	*l=j*k*	*m=i+l*
2020	$0	$0	$0	$0	$0	$0	$0	0%	$0	$0	0%	$0	**$0**
2021	$0	$0	$0	$0	$0	$0	$0	10%	$0	$0	46%	$0	**$0**
2022	$0	$0	$0	$0	$0	$0	$0	10%	$0	$0	46%	$0	**$0**
2023	$0	$0	$0	$0	$0	$0	$0	10%	$0	$0	46%	$0	**$0**
2024	$0	$0	$0	$0	$0	$0	$0	10%	$0	$0	46%	$0	**$0**
2025	$0	$0	$7,956,388	$7,956,388	$7,956,388	$79,564	$5,520	10%	$552	$22,081	46%	$10,128	**$10,680**
2026	$7,956,388	$238,692	$8,195,079	$16,390,159	$16,390,159	$163,902	$11,372	10%	$1,137	$45,487	46%	$20,863	**$22,000**
2027	$16,390,159	$491,705	$8,440,932	$25,322,795	$25,322,795	$253,228	$17,569	10%	$1,757	$70,277	46%	$32,234	**$33,991**
2028	$25,322,795	$759,684	$8,694,160	$34,776,639	$34,776,639	$347,766	$24,129	10%	$2,413	$96,514	46%	$44,268	**$46,681**
2029	$34,776,639	$1,043,299	$8,954,985	$44,774,923	$44,774,923	$447,749	$31,066	10%	$3,107	$124,262	46%	$56,995	**$60,101**
2030	$44,774,923	$1,343,248	$9,223,634	$55,341,805	$55,341,805	$553,418	$38,397	20%	$7,679	$153,588	20%	$30,718	**$38,397**
2031	$55,341,805	$1,660,254	$9,500,343	$66,502,402	$66,502,402	$665,024	$46,140	20%	$9,228	$184,561	20%	$36,912	**$46,140**
2032	$66,502,402	$1,995,072	$9,785,353	$78,282,827	$78,282,827	$782,828	$54,314	20%	$10,863	$217,255	20%	$43,451	**$54,314**
2033	$78,282,827	$2,348,485	$10,078,914	$90,710,226	$90,710,226	$907,102	$62,936	20%	$12,587	$251,744	20%	$50,349	**$62,936**
2034	$90,710,226	$2,721,307	$10,381,281	$103,812,814	$103,812,814	$1,038,128	$72,027	20%	$14,405	$288,107	20%	$57,621	**$72,027**
2035	$103,812,814	$3,114,384	$0	$106,927,199	$106,927,199	$1,069,272	$74,188	20%	$14,838	$296,751	20%	$59,350	**$74,188**
2036	$106,927,199	$3,207,816	$0	$110,135,015	$110,135,015	$1,101,350	$76,413	20%	$15,283	$305,653	20%	$61,131	**$76,413**
2037	$110,135,015	$3,304,050	$0	$113,439,065	$113,439,065	$1,134,391	$78,706	20%	$15,741	$314,823	20%	$62,965	**$78,706**
2038	$113,439,065	$3,403,172	$0	$116,842,237	$116,842,237	$1,168,422	$81,067	20%	$16,213	$324,268	20%	$64,854	**$81,067**
2039	$116,842,237	$3,505,267	$0	$120,347,504	$120,347,504	$1,203,475	$83,499	20%	$16,700	$333,996	20%	$66,799	**$83,499**
2040	$120,347,504	$3,610,425	$0	$123,957,929	$123,957,929	$1,239,579	$86,004	20%	$17,201	$344,015	20%	$68,803	**$86,004**
2041	$123,957,929	$3,718,738	$0	$127,676,667	$127,676,667	$1,276,767	$88,584	20%	$17,717	$354,336	20%	$70,867	**$88,584**
2042	$127,676,667	$3,830,300	$0	$131,506,967	$131,506,967	$1,315,070	$91,241	20%	$18,248	$364,966	20%	$72,993	**$91,241**
2043	$131,506,967	$3,945,209	$0	$135,452,176	$135,452,176	$1,354,522	$93,979	20%	$18,796	$375,915	20%	$75,183	**$93,979**
2044	$135,452,176	$4,063,565	$0	$139,515,742	$139,515,742	$1,395,157	$96,798	20%	$19,360	$387,192	20%	$77,438	**$96,798**
2045	$139,515,742	$4,185,472	$0	$143,701,214	$143,701,214	$1,437,012	$99,702	20%	$19,940	$398,808	20%	$79,762	**$99,702**
2046	$143,701,214	$4,311,036	$0	$148,012,250	$148,012,250	$1,480,123	$102,693	20%	$20,539	$410,772	20%	$82,154	**$102,693**
2047	$148,012,250	$4,440,368	$0	$152,452,618	$152,452,618	$1,524,526	$105,774	20%	$21,155	$423,096	20%	$84,619	**$105,774**
2048	$152,452,618	$4,573,579	$0	$157,026,196	$157,026,196	$1,570,262	$108,947	20%	$21,789	$435,788	20%	$87,158	**$108,947**
2049	$157,026,196	$4,710,786	$0	$161,736,982	$161,736,982	$1,617,370	$112,216	20%	$22,443	$448,862	20%	$89,772	**$112,216**
2050	$161,736,982	$4,852,109	$0	$166,589,092	$166,589,092	$1,665,891	$115,582	20%	$23,116	$462,328	20%	$92,466	**$115,582**
2051	$166,589,092	$4,997,673	$0	$171,586,764	$171,586,764	$1,715,868	$119,049	20%	$23,810	$476,198	20%	$95,240	**$119,049**
2052	$171,586,764	$5,147,603	$0	$176,734,367	$176,734,367	$1,767,344	$122,621	20%	$24,524	$490,484	20%	$98,097	**$122,621**
2053	$176,734,367	$5,302,031	$0	$182,036,398	$182,036,398	$1,820,364	$126,300	20%	$25,260	$505,198	20%	$101,040	**$126,300**
2054	$182,036,398	$5,461,092	$0	$187,497,490	$187,497,490	$1,874,975	$130,089	20%	$26,018	$520,354	20%	$104,071	**$130,089**
2055	$187,497,490	$5,624,925	$0	$193,122,415	$193,122,415	$1,931,224	$133,991	20%	$26,798	$535,965	20%	$107,193	**$133,991**
2056	$193,122,415	$5,793,672	$0	$198,916,087	$198,916,087	$1,989,161	$138,011	20%	$27,602	$552,044	20%	$110,409	**$138,011**
2057	$198,916,087	$5,967,483	$0	$204,883,570	$204,883,570	$2,048,836	$142,151	20%	$28,430	$568,605	20%	$113,721	**$142,151**
2058	$204,883,570	$6,146,507	$0	$211,030,077	$211,030,077	$2,110,301	$146,416	20%	$29,283	$585,663	20%	$117,133	**$146,416**
2059	$211,030,077	$6,330,902	$0	$217,360,979	$217,360,979	$2,173,610	$150,808	20%	$30,162	$603,233	20%	$120,647	**$150,808**
2060	$217,360,979	$6,520,829	$0	$223,881,809	$223,881,809	$2,238,818	$155,333	20%	$31,067	$621,330	20%	$124,266	**$155,333**
2061	$223,881,809	$6,716,454	$0	$230,598,263	$230,598,263	$2,305,983	$159,992	20%	$31,998	$639,970	20%	$127,994	**$159,992**

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Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs.
[2] See Table A-5 for new AV added to roll from 2021-22 on. It is assumed that new AV is added to roll in year after development occurs.
In 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.
[3] As a conservative assumption, this analysis excludes incremental growth of the existing land value of parcels annexed into the City until the time that the parcel develops. The growth of existing value for these parcels will be included in the EIFD and a method for estimating incremental AV growth/revenue to the EIFD will be determined at the time of EIFD formation. Refer to Table D-2 for the anticipated value of parcels annexed into the City in the first year of development.
[4] This analysis estimates the maximum annual EIFD revenue generated using the maximum tax allocation rate for each affected taxing entity (ATE). The initial EIFD allocations (FY ending 2023 through 2028) are based on negotiations between all ATEs and vary by ATE. For all years following FY ending 2028, allocation rates are assumed to remain constant at 20 percent and are consistent across all ATEs. A listing of all allocation rates by ATE is provided in Table 4.

Attachment D: Tax Increment Revenue Forecast - Maximum Tax Rate Scenario

Table A-4
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Assessed Value of New Development - Lathrop Existing City (2020 and Real $)

Lathrop Existing City

Fiscal Year Ending	Assessed Value of New Development [1]									
	Low Density Residential	High Density Residential	**Subtotal Residential**	Retail	Office	Industrial	**Subtotal Nonres.**	**Total (2020$)**	Escalation Factor [2]	**Total with Annual Sales Price Increase**
	AV per Dwelling Unit			*AV per Bldg. Sq. Ft.*						
Assumption	*$ 525,000*	*$ 200,000*		*$ 250*	*$ 250*	*$ 100*				
2020	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.000	**$0**
2021	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.030	**$0**
2022	$282,187,500	$12,800,000	**$294,987,500**	$32,767,650	$21,845,100	$46,109,007	**$100,721,757**	**$395,709,257**	1.061	**$419,807,951**
2023	$75,600,000	$36,800,000	**$112,400,000**	$65,535,300	$43,690,200	$92,218,014	**$201,443,514**	**$313,843,514**	1.093	**$342,945,282**
2024	$0	$16,400,000	**$16,400,000**	$65,535,300	$43,690,200	$92,218,014	**$201,443,514**	**$217,843,514**	1.126	**$245,184,795**
2025	$10,500,000	$16,400,000	**$26,900,000**	$65,535,300	$43,690,200	$92,218,014	**$201,443,514**	**$228,343,514**	1.159	**$264,712,716**
2026	$10,500,000	$16,400,000	**$26,900,000**	$62,707,800	$41,805,200	$92,218,014	**$196,731,014**	**$223,631,014**	1.194	**$267,027,126**
2027	$10,500,000	$16,000,000	**$26,500,000**	$62,707,800	$41,805,200	$103,965,014	**$208,478,014**	**$234,978,014**	1.230	**$288,993,319**
2028	$10,500,000	$0	**$10,500,000**	$62,707,800	$41,805,200	$86,411,327	**$190,924,327**	**$201,424,327**	1.267	**$255,158,311**
2029	$10,500,000	$0	**$10,500,000**	$62,707,800	$41,805,200	$63,842,300	**$168,355,300**	**$178,855,300**	1.305	**$233,365,599**
2030	$10,500,000	$5,800,000	**$16,300,000**	$80,372,400	$53,581,600	$63,842,300	**$197,796,300**	**$214,096,300**	1.344	**$287,727,524**
2031	$10,500,000	$5,800,000	**$16,300,000**	$20,233,650	$13,489,100	$34,750,200	**$68,472,950**	**$84,772,950**	1.384	**$117,345,589**
2032	$10,500,000	$5,800,000	**$16,300,000**	$20,233,650	$13,489,100	$34,750,200	**$68,472,950**	**$84,772,950**	1.426	**$120,865,956**
2033	$10,500,000	$0	**$10,500,000**	$20,233,650	$13,489,100	$34,750,200	**$68,472,950**	**$78,972,950**	1.469	**$115,974,440**
2034	$8,400,000	$0	**$8,400,000**	$20,233,650	$13,489,100	$34,750,200	**$68,472,950**	**$76,872,950**	1.513	**$116,277,234**
2035	$0	$0	**$0**	$20,233,650	$13,489,100	$34,750,200	**$68,472,950**	**$68,472,950**	1.558	**$106,678,625**
2036	$0	$0	**$0**	$20,233,650	$13,489,100	$34,750,200	**$68,472,950**	**$68,472,950**	1.605	**$109,878,984**
2037	$0	$0	**$0**	$20,233,650	$13,489,100	$0	**$33,722,750**	**$33,722,750**	1.653	**$55,738,567**
2038	$0	$0	**$0**	$20,233,650	$13,489,100	$0	**$33,722,750**	**$33,722,750**	1.702	**$57,410,725**
2039	$0	$0	**$0**	$20,233,650	$13,489,100	$0	**$33,722,750**	**$33,722,750**	1.754	**$59,133,046**
2040	$88,725,000	$0	**$88,725,000**	$0	$0	$0	**$0**	**$88,725,000**	1.806	**$160,247,219**
2041	$88,725,000	$0	**$88,725,000**	$1,517,550	$1,011,700	$0	**$2,529,250**	**$91,254,250**	1.860	**$169,759,786**
2042	$88,725,000	$0	**$88,725,000**	$1,517,550	$1,011,700	$0	**$2,529,250**	**$91,254,250**	1.916	**$174,852,579**
2043	$88,725,000	$0	**$88,725,000**	$1,517,550	$1,011,700	$0	**$2,529,250**	**$91,254,250**	1.974	**$180,098,157**
2044	$88,725,000	$0	**$88,725,000**	$1,517,550	$1,011,700	$0	**$2,529,250**	**$91,254,250**	2.033	**$185,501,102**
2045	$88,725,000	$0	**$88,725,000**	$1,517,550	$1,011,700	$0	**$2,529,250**	**$91,254,250**	2.094	**$191,066,135**
2046	$88,725,000	$0	**$88,725,000**	$1,517,550	$1,011,700	$0	**$2,529,250**	**$91,254,250**	2.157	**$196,798,119**
2047	$88,725,000	$0	**$88,725,000**	$1,517,550	$1,011,700	$0	**$2,529,250**	**$91,254,250**	2.221	**$202,702,062**
2048	$88,725,000	$0	**$88,725,000**	$1,517,550	$1,011,700	$0	**$2,529,250**	**$91,254,250**	2.288	**$208,783,124**
2049	$88,725,000	$0	**$88,725,000**	$1,517,550	$1,011,700	$0	**$2,529,250**	**$91,254,250**	2.357	**$215,046,618**
2050	$88,725,000	$0	**$88,725,000**	$1,517,550	$1,011,700	$0	**$2,529,250**	**$91,254,250**	2.427	**$221,498,016**
2051	$88,725,000	$0	**$88,725,000**	$0	$0	$0	**$0**	**$88,725,000**	2.500	**$221,819,629**
2052	$88,725,000	$0	**$88,725,000**	$0	$0	$0	**$0**	**$88,725,000**	2.575	**$228,474,217**
2053	$88,725,000	$0	**$88,725,000**	$0	$0	$0	**$0**	**$88,725,000**	2.652	**$235,328,444**
2054	$88,725,000	$0	**$88,725,000**	$0	$0	$0	**$0**	**$88,725,000**	2.732	**$242,388,297**
2055	$88,725,000	$0	**$88,725,000**	$0	$0	$0	**$0**	**$88,725,000**	2.814	**$249,659,946**
2056	$88,725,000	$0	**$88,725,000**	$0	$0	$0	**$0**	**$88,725,000**	2.898	**$257,149,745**
2057	$88,725,000	$0	**$88,725,000**	$0	$0	$0	**$0**	**$88,725,000**	2.985	**$264,864,237**
2058	$88,725,000	$0	**$88,725,000**	$0	$0	$0	**$0**	**$88,725,000**	3.075	**$272,810,164**
2059	$88,725,000	$0	**$88,725,000**	$0	$0	$0	**$0**	**$88,725,000**	3.167	**$280,994,469**
2060	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.262	**$0**

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Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] Calculated as annual projected dwelling units/bldg. sq. ft. multiplied by AV per dwelling unit/bldg. sq. ft. See Table A-6 for development projections.
[2] Based on a 3 percent annual growth factor.

Table A-5
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Assessed Value of New Development - Lathrop Annexation Areas (2020 and Real $)

Lathrop Annexation Area

Fiscal Year Ending	Assessed Value of New Development [1]									
	Low Density Residential	High Density Residential	**Subtotal Residential**	Retail	Office	Industrial	**Subtotal Nonres.**	**Total (2020$)**	Escalation Factor [2]	**Total with Annual Sales Price Increase**
	AV per Dwelling Unit			*AV per Bldg. Sq. Ft.*						
Assumption	*$ 525,000*	*$ 200,000*		*$ 250*	*$ 250*	*$ 100*				
2020	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.000	**$0**
2021	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.030	**$0**
2022	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.061	**$0**
2023	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.093	**$0**
2024	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.126	**$0**
2025	$0	$0	**$0**	$6,863,250	$0	$0	**$6,863,250**	**$6,863,250**	1.159	**$7,956,388**
2026	$0	$0	**$0**	$6,863,250	$0	$0	**$6,863,250**	**$6,863,250**	1.194	**$8,195,079**
2027	$0	$0	**$0**	$6,863,250	$0	$0	**$6,863,250**	**$6,863,250**	1.230	**$8,440,932**
2028	$0	$0	**$0**	$6,863,250	$0	$0	**$6,863,250**	**$6,863,250**	1.267	**$8,694,160**
2029	$0	$0	**$0**	$6,863,250	$0	$0	**$6,863,250**	**$6,863,250**	1.305	**$8,954,985**
2030	$0	$0	**$0**	$6,863,250	$0	$0	**$6,863,250**	**$6,863,250**	1.344	**$9,223,634**
2031	$0	$0	**$0**	$6,863,250	$0	$0	**$6,863,250**	**$6,863,250**	1.384	**$9,500,343**
2032	$0	$0	**$0**	$6,863,250	$0	$0	**$6,863,250**	**$6,863,250**	1.426	**$9,785,353**
2033	$0	$0	**$0**	$6,863,250	$0	$0	**$6,863,250**	**$6,863,250**	1.469	**$10,078,914**
2034	$0	$0	**$0**	$6,863,250	$0	$0	**$6,863,250**	**$6,863,250**	1.513	**$10,381,281**
2035	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.558	**$0**
2036	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.605	**$0**
2037	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.653	**$0**
2038	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.702	**$0**
2039	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.754	**$0**
2040	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.806	**$0**
2041	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.860	**$0**
2042	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.916	**$0**
2043	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.974	**$0**
2044	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.033	**$0**
2045	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.094	**$0**
2046	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.157	**$0**
2047	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.221	**$0**
2048	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.288	**$0**
2049	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.357	**$0**
2050	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.427	**$0**
2051	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.500	**$0**
2052	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.575	**$0**
2053	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.652	**$0**
2054	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.732	**$0**
2055	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.814	**$0**
2056	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.898	**$0**
2057	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.985	**$0**
2058	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.075	**$0**
2059	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.167	**$0**
2060	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.262	**$0**

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Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] Calculated as annual projected dwelling units/bldg. sq. ft. multiplied by AV per dwelling unit/bldg. sq. ft. See Table A-6 for development projections.
[2] Based on a 3 percent annual growth factor.

Attachment D: Tax Increment Revenue Forecast - Maximum Tax Rate Scenario

Table A-6
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Incremental Development Projections - Lathrop

Lathrop
Existing City

	Existing City						
	Dwelling Units			Building Square Feet			
Fiscal Year Ending	Single Family Residential	Multifamily Residential	TOTAL	Retail	Office	Industrial	Total
2020	-	-	**-**	-	-	-	**-**
2021	-	-	**-**	-	-	-	**-**
2022	538	64	**602**	131,071	87,380	461,090	**679,541**
2023	144	184	**328**	262,141	174,761	922,180	**1,359,082**
2024	-	82	**82**	262,141	174,761	922,180	**1,359,082**
2025	20	82	**102**	262,141	174,761	922,180	**1,359,082**
2026	20	82	**102**	250,831	167,221	922,180	**1,340,232**
2027	20	80	**100**	250,831	167,221	1,039,650	**1,457,702**
2028	20	-	**20**	250,831	167,221	864,113	**1,282,165**
2029	20	-	**20**	250,831	167,221	638,423	**1,056,475**
2030	20	29	**49**	321,490	214,326	638,423	**1,174,239**
2031	20	29	**49**	80,935	53,956	347,502	**482,393**
2032	20	29	**49**	80,935	53,956	347,502	**482,393**
2033	20	-	**20**	80,935	53,956	347,502	**482,393**
2034	16	-	**16**	80,935	53,956	347,502	**482,393**
2035	-	-	**-**	80,935	53,956	347,502	**482,393**
2036	-	-	**-**	80,935	53,956	347,502	**482,393**
2037	-	-	**-**	80,935	53,956	-	**134,891**
2038	-	-	**-**	80,935	53,956	-	**134,891**
2039	-	-	**-**	80,935	53,956	-	**134,891**
2040	169	-	**169**	-	-	-	**-**
2041	169	-	**169**	6,070	4,047	-	**10,117**
2042	169	-	**169**	6,070	4,047	-	**10,117**
2043	169	-	**169**	6,070	4,047	-	**10,117**
2044	169	-	**169**	6,070	4,047	-	**10,117**
2045	169	-	**169**	6,070	4,047	-	**10,117**
2046	169	-	**169**	6,070	4,047	-	**10,117**
2047	169	-	**169**	6,070	4,047	-	**10,117**
2048	169	-	**169**	6,070	4,047	-	**10,117**
2049	169	-	**169**	6,070	4,047	-	**10,117**
2050	169	-	**169**	6,070	4,047	-	**10,117**
2051	169	-	**169**	-	-	-	**-**
2052	169	-	**169**	-	-	-	**-**
2053	169	-	**169**	-	-	-	**-**
2054	169	-	**169**	-	-	-	**-**
2055	169	-	**169**	-	-	-	**-**
2056	169	-	**169**	-	-	-	**-**
2057	169	-	**169**	-	-	-	**-**
2058	169	-	**169**	-	-	-	**-**
2059	169	-	**169**	-	-	-	**-**
2060	-	-	**-**	-	-	-	**-**
Total	**4,258**	**661**	**4,919**	**3,031,422**	**2,020,948**	**9,415,432**	**14,467,802**

Source: San Joaquin County; City of Lathrop; LWA; EPS.

Attachment D: Tax Increment Revenue Forecast - Maximum Tax Rate Scenario

Table A-6
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Incremental Development Projections - Lathrop

Lathrop Annexation Areas

	Annexation Area						
	Dwelling Units			Building Square Feet			
Fiscal Year Ending	Single Family Residential	Multifamily Residential	TOTAL	Retail	Office	Industrial	Total
2020	-	-	-	-	-	-	-
2021	-	-	-	-	-	-	-
2022	-	-	-	-	-	-	-
2023	-	-	-	-	-	-	-
2024	-	-	-	-	-	-	-
2025	-	-	-	27,453	-	-	27,453
2026	-	-	-	27,453	-	-	27,453
2027	-	-	-	27,453	-	-	27,453
2028	-	-	-	27,453	-	-	27,453
2029	-	-	-	27,453	-	-	27,453
2030	-	-	-	27,453	-	-	27,453
2031	-	-	-	27,453	-	-	27,453
2032	-	-	-	27,453	-	-	27,453
2033	-	-	-	27,453	-	-	27,453
2034	-	-	-	27,453	-	-	27,453
2035	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-
2057	-	-	-	-	-	-	-
2058	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-
Total	**-**	**-**	**-**	**274,530**	**-**	**-**	**274,530**

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Source: San Joaquin County; City of Lathrop; LWA; EPS.

APPENDIX B:

City of Manteca EIFD
Revenue-Estimating Tables

Table B-1	Projected Tax Increment to EIFD—Manteca	D-21
Table B-2	Projected Tax Increment to EIFD—Manteca Existing City Boundaries	D-22
Table B-3	Projected Tax Increment to EIFD—Manteca Annexation Area	D-23
Table B-4	Assessed Value of New Development—Manteca Existing City	D-24
Table B-5	Assessed Value of New Development—Manteca Annexation Areas	D-25
Table B-6	Incremental Development Projections—Manteca	D-26

Attachment D: Tax Increment Revenue Forecast - Maximum Tax Rate Scenario

Table B-1
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Manteca (Real $)

Manteca
Existing City and Annexation Areas

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV *starting in 2022*	Gross Tax Increment	Net Tax Increment				
							City [1]	City EIFD [3]	County [1]	County EIFD [3]	Total EIFD
Formula	*a*	*b=a*3.0%*	*c*	*d=a+b+c*	*e*	*f=e*1.0%*	*[4]*	*h=g*[3]*	*[4]*	*j=i*[3]*	*h+j*
2020	$1,049,314,999	$31,479,450	$0	$1,080,794,449	$0	$0	$0	$0	$0	$0	**$0**
2021	$1,080,794,449	$32,423,833	$0	$1,113,218,282	$0	$0	$0	$0	$0	$0	**$0**
2022	$1,113,218,282	$33,396,548	$176,568,725	$1,323,183,556	$209,965,274	$2,099,653	$391,544	$19,577	$543,435	$249,255	**$268,832**
2023	$1,323,183,556	$39,695,507	$459,406,107	$1,822,285,170	$709,066,887	$7,090,669	$1,070,324	$53,516	$1,564,044	$717,373	**$770,889**
2024	$1,822,285,170	$54,668,555	$353,564,711	$2,230,518,436	$1,117,300,154	$11,173,002	$1,617,104	$80,855	$2,406,158	$1,103,621	**$1,184,477**
2025	$2,230,518,436	$66,915,553	$467,334,061	$2,764,768,051	$1,651,549,768	$16,515,498	$2,341,868	$117,093	$3,500,222	$1,605,431	**$1,722,524**
2026	$2,764,768,051	$82,943,042	$342,844,017	$3,190,555,109	$2,077,336,827	$20,773,368	$2,909,286	$145,464	$4,381,046	$2,009,434	**$2,154,898**
2027	$3,190,555,109	$95,716,653	$289,958,096	$3,576,229,859	$2,463,011,576	$24,630,116	$3,416,977	$170,849	$5,184,345	$2,377,880	**$2,548,729**
2028	$3,576,229,859	$107,286,896	$279,617,285	$3,963,134,039	$2,849,915,757	$28,499,158	$3,923,940	$196,197	$5,992,246	$2,748,436	**$2,944,633**
2029	$3,963,134,039	$118,894,021	$298,613,609	$4,380,641,670	$3,267,423,387	$32,674,234	$4,472,061	$223,603	$6,863,129	$3,147,880	**$3,371,483**
2030	$4,380,641,670	$131,419,250	$303,002,702	$4,815,063,622	$3,701,845,339	$37,018,453	$5,041,656	$1,008,331	$7,769,932	$1,553,986	**$2,562,318**
2031	$4,815,063,622	$144,451,909	$312,092,783	$5,271,608,313	$4,158,390,031	$41,583,900	$5,640,051	$1,128,010	$8,723,092	$1,744,618	**$2,872,629**
2032	$5,271,608,313	$158,148,249	$318,675,333	$5,748,431,895	$4,635,213,613	$46,352,136	$6,262,847	$1,252,569	$9,720,485	$1,944,097	**$3,196,666**
2033	$5,748,431,895	$172,452,957	$348,557,750	$6,269,442,602	$5,156,224,319	$51,562,243	$6,930,054	$1,386,011	$10,821,876	$2,164,375	**$3,550,386**
2034	$6,269,442,602	$188,083,278	$358,258,187	$6,815,784,067	$5,702,565,785	$57,025,658	$7,629,227	$1,525,845	$11,977,227	$2,395,445	**$3,921,291**
2035	$6,815,784,067	$204,473,522	$282,641,879	$7,302,899,468	$6,189,681,185	$61,896,812	$8,239,289	$1,647,858	$13,018,914	$2,603,783	**$4,251,641**
2036	$7,302,899,468	$219,086,984	$241,768,389	$7,763,754,840	$6,650,536,558	$66,505,366	$8,807,180	$1,761,436	$14,012,520	$2,802,504	**$4,563,940**
2037	$7,763,754,840	$232,912,645	$185,851,807	$8,182,519,293	$7,069,301,010	$70,693,010	$9,310,066	$1,862,013	$14,926,803	$2,985,361	**$4,847,374**
2038	$8,182,519,293	$245,475,579	$89,377,736	$8,517,372,607	$7,404,154,325	$74,041,543	$9,762,155	$1,952,431	$15,614,423	$3,122,885	**$5,075,316**
2039	$8,517,372,607	$255,521,178	$92,059,068	$8,864,952,853	$7,751,734,571	$77,517,346	$10,231,640	$2,046,328	$16,327,992	$3,265,598	**$5,311,926**
2040	$8,864,952,853	$265,948,586	$83,984,172	$9,214,885,611	$8,101,667,329	$81,016,673	$10,703,666	$2,140,733	$17,046,945	$3,409,389	**$5,550,122**
2041	$9,214,885,611	$276,446,568	$23,253,682	$9,514,585,862	$8,401,367,579	$84,013,676	$11,103,026	$2,220,605	$17,666,960	$3,533,392	**$5,753,997**
2042	$9,514,585,862	$285,437,576	$23,951,293	$9,823,974,730	$8,710,756,448	$87,107,564	$11,515,365	$2,303,073	$18,306,959	$3,661,392	**$5,964,465**
2043	$9,823,974,730	$294,719,242	$24,669,831	$10,143,363,804	$9,030,145,521	$90,301,455	$11,941,102	$2,388,220	$18,967,584	$3,793,517	**$6,181,737**
2044	$10,143,363,804	$304,300,914	$25,409,926	$10,473,074,644	$9,359,856,362	$93,598,564	$12,380,668	$2,476,134	$19,649,497	$3,929,899	**$6,406,033**
2045	$10,473,074,644	$314,192,239	$26,172,224	$10,813,439,108	$9,700,220,825	$97,002,208	$12,834,512	$2,566,902	$20,353,380	$4,070,676	**$6,637,578**
2046	$10,813,439,108	$324,403,173	$26,957,391	$11,164,799,672	$10,051,581,389	$100,515,814	$13,303,093	$2,660,619	$21,079,937	$4,215,987	**$6,876,606**
2047	$11,164,799,672	$334,943,990	$27,766,113	$11,527,509,774	$10,414,291,492	$104,142,915	$13,786,888	$2,757,378	$21,829,895	$4,365,979	**$7,123,357**
2048	$11,527,509,774	$345,825,293	$28,599,096	$11,901,934,164	$10,788,715,881	$107,887,159	$14,286,388	$2,857,278	$22,604,005	$4,520,801	**$7,378,079**
2049	$11,901,934,164	$357,058,025	$29,457,069	$12,288,449,257	$11,175,230,975	$111,752,310	$14,802,099	$2,960,420	$23,403,041	$4,680,608	**$7,641,028**
2050	$12,288,449,257	$368,653,478	$30,340,781	$12,687,443,516	$11,574,225,233	$115,742,252	$15,334,545	$3,066,909	$24,227,802	$4,845,560	**$7,912,469**
2051	$12,687,443,516	$380,623,305	$31,251,004	$13,099,317,826	$11,986,099,543	$119,860,995	$15,884,266	$3,176,853	$25,079,111	$5,015,822	**$8,192,675**
2052	$13,099,317,826	$392,979,535	$32,188,534	$13,524,485,895	$12,411,267,612	$124,112,676	$16,451,819	$3,290,364	$25,957,820	$5,191,564	**$8,481,928**
2053	$13,524,485,895	$405,734,577	$33,154,190	$13,963,374,662	$12,850,156,380	$128,501,564	$17,037,779	$3,407,556	$26,864,807	$5,372,961	**$8,780,517**
2054	$13,963,374,662	$418,901,240	$34,148,816	$14,416,424,718	$13,303,206,436	$133,032,064	$17,642,740	$3,528,548	$27,800,977	$5,560,195	**$9,088,743**
2055	$14,416,424,718	$432,492,742	$32,049,893	$14,880,967,353	$13,767,749,071	$137,677,491	$18,262,849	$3,652,570	$28,761,067	$5,752,213	**$9,404,783**
2056	$14,880,967,353	$446,429,021	$0	$15,327,396,374	$14,214,178,091	$142,141,781	$18,855,740	$3,771,148	$29,686,363	$5,937,273	**$9,708,420**
2057	$15,327,396,374	$459,821,891	$0	$15,787,218,265	$14,673,999,983	$146,740,000	$19,466,417	$3,893,283	$30,639,418	$6,127,884	**$10,021,167**
2058	$15,787,218,265	$473,616,548	$0	$16,260,834,813	$15,147,616,530	$151,476,165	$20,095,415	$4,019,083	$31,621,065	$6,324,213	**$10,343,296**
2059	$16,260,834,813	$487,825,044	$0	$16,748,659,857	$15,635,441,575	$156,354,416	$20,743,283	$4,148,657	$32,632,161	$6,526,432	**$10,675,089**
2060	$16,748,659,857	$502,459,796	$0	$17,251,119,653	$16,137,901,371	$161,379,014	$21,410,587	$4,282,117	$33,673,591	$6,734,718	**$11,016,836**
2061	$17,251,119,653	$517,533,590	$0	$17,768,653,243	$16,655,434,960	$166,554,350	$22,097,911	$4,419,582	$34,746,263	$6,949,253	**$11,368,835**

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Source: San Joaquin County; City of Manteca; LWA; EPS.

[1] See Table D-1 for Fiscal Year 2020-21 beginning assessed value.
[2] See Table B-4 for new AV added to roll from 2021-22 on. It is assumed that new AV is added to roll in year after development occurs. In 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.
[3] This analysis estimates the maximum annual EIFD revenue generated using the maximum tax allocation rate for each affected taxing entity (ATE). The initial EIFD allocations (FY ending 2023 through 2028) are based on negotiations between all ATEs and vary by ATE. For all years following FY ending 2028, allocation rates are assumed to remain constant at 20 percent and are consistent across all ATEs. A listing of all allocation rates by ATE is provided in Table 4.
[4] The City and County tax allocation rates vary between TRAs within the existing City boundaries and the annexation area. See Table B-2 and Table B-3 for more details.

Attachment D: Tax Increment Revenue Forecast - Maximum Tax Rate Scenario

Table B-2
Mossdale Tract Infrastructure Finance Plar
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Manteca Existing City Boundaries (Real $

Manteca
Existing City

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV *starting in 2022*	Gross Tax Increment	Net Tax Increment						
							City [1]	City EIFD Allocation [3]	City EIFD	County [1]	County EIFD Allocation [3]	County EIFD	Total EIFD
Formula	*a*	*b=a*3.0%*	*c*	*d=a+b+c*	*e*	*f=e*1.0%*	*g=f*14.30%*	*h*	*i=g*h*	*j=f*19.84%*	*k*	*l=j*k*	*m=i+l*
2020	$1,049,314,999	$31,479,450	$0	$1,080,794,449	$0	$0	$0	0%	$0	$0	0%	$0	**$0**
2021	$1,080,794,449	$32,423,833	$0	$1,113,218,282	$0	$0	$0	5%	$0	$0	46%	$0	**$0**
2022	$1,113,218,282	$33,396,548	$176,568,725	$1,323,183,556	$273,868,557	$2,738,686	$391,544	5%	$19,577	$543,435	46%	$249,255	**$268,832**
2023	$1,323,183,556	$39,695,507	$414,057,936	$1,776,936,999	$727,622,000	$7,276,220	$1,040,266	5%	$52,013	$1,443,813	46%	$662,227	**$714,241**
2024	$1,776,936,999	$53,308,110	$306,856,096	$2,137,101,205	$1,087,786,206	$10,877,862	$1,555,186	5%	$77,759	$2,158,484	46%	$990,022	**$1,067,781**
2025	$2,137,101,205	$64,113,036	$419,224,187	$2,620,438,428	$1,571,123,429	$15,711,234	$2,246,203	5%	$112,310	$3,117,565	46%	$1,429,919	**$1,542,229**
2026	$2,620,438,428	$78,613,153	$293,290,847	$2,992,342,428	$1,943,027,429	$19,430,274	$2,777,907	5%	$138,895	$3,855,530	46%	$1,768,398	**$1,907,294**
2027	$2,992,342,428	$89,770,273	$238,918,331	$3,321,031,032	$2,271,716,033	$22,717,160	$3,247,826	5%	$162,391	$4,507,744	46%	$2,067,546	**$2,229,938**
2028	$3,321,031,032	$99,630,931	$227,046,326	$3,647,708,289	$2,598,393,290	$25,983,933	$3,714,870	5%	$185,744	$5,155,967	46%	$2,364,863	**$2,550,607**
2029	$3,647,708,289	$109,431,249	$244,465,522	$4,001,605,060	$2,952,290,061	$29,522,901	$4,220,829	5%	$211,041	$5,858,200	46%	$2,686,954	**$2,897,995**
2030	$4,001,605,060	$120,048,152	$247,230,172	$4,368,883,384	$3,319,568,385	$33,195,684	$4,745,920	20%	$949,184	$6,586,987	20%	$1,317,397	**$2,266,581**
2031	$4,368,883,384	$131,066,502	$254,647,077	$4,754,596,962	$3,705,281,963	$37,052,820	$5,297,366	20%	$1,059,473	$7,352,355	20%	$1,470,471	**$2,529,944**
2032	$4,754,596,962	$142,637,909	$257,367,615	$5,154,602,486	$4,105,287,487	$41,052,875	$5,869,246	20%	$1,173,849	$8,146,082	20%	$1,629,216	**$2,803,066**
2033	$5,154,602,486	$154,638,075	$265,088,643	$5,574,329,203	$4,525,014,204	$45,250,142	$6,469,321	20%	$1,293,864	$8,978,942	20%	$1,795,788	**$3,089,653**
2034	$5,574,329,203	$167,229,876	$272,285,007	$6,013,844,087	$4,964,529,088	$49,645,291	$7,097,686	20%	$1,419,537	$9,851,067	20%	$1,970,213	**$3,389,751**
2035	$6,013,844,087	$180,415,323	$194,089,503	$6,388,348,913	$5,339,033,914	$53,390,339	$7,633,108	20%	$1,526,622	$10,594,193	20%	$2,118,839	**$3,645,460**
2036	$6,388,348,913	$191,650,467	$150,559,442	$6,730,558,822	$5,681,243,823	$56,812,438	$8,122,359	20%	$1,624,472	$11,273,237	20%	$2,254,647	**$3,879,119**
2037	$6,730,558,822	$201,916,765	$91,906,593	$7,024,382,180	$5,975,067,181	$59,750,672	$8,542,432	20%	$1,708,486	$11,856,268	20%	$2,371,254	**$4,079,740**
2038	$7,024,382,180	$210,731,465	$89,377,736	$7,324,491,381	$6,275,176,382	$62,751,764	$8,971,492	20%	$1,794,298	$12,451,772	20%	$2,490,354	**$4,284,653**
2039	$7,324,491,381	$219,734,741	$92,059,068	$7,636,285,190	$6,586,970,191	$65,869,702	$9,417,258	20%	$1,883,452	$13,070,461	20%	$2,614,092	**$4,497,544**
2040	$7,636,285,190	$229,088,556	$83,984,172	$7,949,357,918	$6,900,042,919	$69,000,429	$9,864,851	20%	$1,972,970	$13,691,688	20%	$2,738,338	**$4,711,308**
2041	$7,949,357,918	$238,480,738	$23,253,682	$8,211,092,338	$7,161,777,339	$71,617,773	$10,239,048	20%	$2,047,810	$14,211,045	20%	$2,842,209	**$4,890,019**
2042	$8,211,092,338	$246,332,770	$23,951,293	$8,481,376,401	$7,432,061,402	$74,320,614	$10,625,467	20%	$2,125,093	$14,747,367	20%	$2,949,473	**$5,074,567**
2043	$8,481,376,401	$254,441,292	$24,669,831	$8,760,487,524	$7,711,172,525	$77,111,725	$11,024,507	20%	$2,204,901	$15,301,205	20%	$3,060,241	**$5,265,142**
2044	$8,760,487,524	$262,814,626	$25,409,926	$9,048,712,076	$7,999,397,077	$79,993,971	$11,436,576	20%	$2,287,315	$15,873,126	20%	$3,174,625	**$5,461,940**
2045	$9,048,712,076	$271,461,362	$26,172,224	$9,346,345,662	$8,297,030,663	$82,970,307	$11,862,096	20%	$2,372,419	$16,463,717	20%	$3,292,743	**$5,665,163**
2046	$9,346,345,662	$280,390,370	$26,957,391	$9,653,693,423	$8,604,378,424	$86,043,784	$12,301,505	20%	$2,460,301	$17,073,584	20%	$3,414,717	**$5,875,018**
2047	$9,653,693,423	$289,610,803	$27,766,113	$9,971,070,338	$8,921,755,339	$89,217,553	$12,755,253	20%	$2,551,051	$17,703,352	20%	$3,540,670	**$6,091,721**
2048	$9,971,070,338	$299,132,110	$28,599,096	$10,298,801,545	$9,249,486,546	$92,494,865	$13,223,803	20%	$2,644,761	$18,353,666	20%	$3,670,733	**$6,315,494**
2049	$10,298,801,545	$308,964,046	$29,457,069	$10,637,222,660	$9,587,907,661	$95,879,077	$13,707,637	20%	$2,741,527	$19,025,192	20%	$3,805,038	**$6,546,566**
2050	$10,637,222,660	$319,116,680	$30,340,781	$10,986,680,120	$9,937,365,121	$99,373,651	$14,207,249	20%	$2,841,450	$19,718,617	20%	$3,943,723	**$6,785,173**
2051	$10,986,680,120	$329,600,404	$31,251,004	$11,347,531,528	$10,298,216,529	$102,982,165	$14,723,151	20%	$2,944,630	$20,434,651	20%	$4,086,930	**$7,031,560**
2052	$11,347,531,528	$340,425,946	$32,188,534	$11,720,146,009	$10,670,831,010	$106,708,310	$15,255,871	20%	$3,051,174	$21,174,026	20%	$4,234,805	**$7,285,979**
2053	$11,720,146,009	$351,604,380	$33,154,190	$12,104,904,579	$11,055,589,580	$110,555,896	$15,805,952	20%	$3,161,190	$21,937,499	20%	$4,387,500	**$7,548,690**
2054	$12,104,904,579	$363,147,137	$34,148,816	$12,502,200,533	$11,452,885,534	$114,528,855	$16,373,958	20%	$3,274,792	$22,725,849	20%	$4,545,170	**$7,819,961**
2055	$12,502,200,533	$375,066,016	$32,049,893	$12,909,316,442	$11,860,001,443	$118,600,014	$16,956,003	20%	$3,391,201	$23,533,686	20%	$4,706,737	**$8,097,938**
2056	$12,909,316,442	$387,279,493	$0	$13,296,595,936	$12,247,280,937	$122,472,809	$17,509,689	20%	$3,501,938	$24,302,161	20%	$4,860,432	**$8,362,370**
2057	$13,296,595,936	$398,897,878	$0	$13,695,493,814	$12,646,178,815	$126,461,788	$18,079,985	20%	$3,615,997	$25,093,690	20%	$5,018,738	**$8,634,735**
2058	$13,695,493,814	$410,864,814	$0	$14,106,358,628	$13,057,043,629	$130,570,436	$18,667,390	20%	$3,733,478	$25,908,965	20%	$5,181,793	**$8,915,271**
2059	$14,106,358,628	$423,190,759	$0	$14,529,549,387	$13,480,234,388	$134,802,344	$19,272,418	20%	$3,854,484	$26,748,698	20%	$5,349,740	**$9,204,223**
2060	$14,529,549,387	$435,886,482	$0	$14,965,435,868	$13,916,120,869	$139,161,209	$19,895,596	20%	$3,979,119	$27,613,623	20%	$5,522,725	**$9,501,844**
2061	$14,965,435,868	$448,963,076	$0	$15,414,398,945	$14,365,083,946	$143,650,839	$20,537,469	20%	$4,107,494	$28,504,496	20%	$5,700,899	**$9,808,393**

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Source: San Joaquin County; City of Manteca; LWA; EPS.

[1] See Table D-1 for Fiscal Year 2020-21 beginning assessed value

[2] See Table B-4 for new AV added to roll from 2020-21 on. It is assumed that new AV is added to roll in year after development occurs
In 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value

[3] This analysis estimates the maximum annual EIFD revenue generated using the maximum tax allocation rate for each affected taxing entity (ATE). The initial EIFD allocations (FY ending 2023 through 2028) are based on negotiations between all ATEs and vary by ATE. For all years following FY ending 2028, allocation rates are assumed to remain constant at 20 percent and are consistent across all ATEs. A listing of all allocation rates by ATE is provided in Table 4.

Table B-3
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Manteca Annexation Area (Real $)

Manteca Annexation Area

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2] [3]	Ending AV	Cumulative Growth in AV *starting in 2022*	Gross Tax Increment	Net Tax Increment						
							City [1]	City EIFD Allocation [4]	City EIFD	County [1]	County EIFD Allocation [4]	County EIFD	**Total EIFD**
Formula	*a*	*b=a*3.0%*	*c*	*d=a+b+c*	*e*	*f=e*1.0%*	*g=f^6.63%*	*h*	*i=g*h*	*j=f^26.51%*	*k*	*l=j*k*	*m=i+l*
2020	$0	$0	$0	$0	$0	$0	$0	0%	$0	$0	0%	$0	**$0**
2021	$0	$0	$0	$0	$0	$0	$0	5%	$0	$0	46%	$0	**$0**
2022	$0	$0	$0	$0	$0	$0	$0	5%	$0	$0	46%	$0	**$0**
2023	$0	$0	$45,348,171	$45,348,171	$45,348,171	$453,482	$30,058	5%	$1,503	$120,230	46%	$55,145	**$56,648**
2024	$45,348,171	$1,360,445	$46,708,616	$93,417,231	$93,417,231	$934,172	$61,919	5%	$3,096	$247,674	46%	$113,600	**$116,696**
2025	$93,417,231	$2,802,517	$48,109,874	$144,329,622	$144,329,622	$1,443,296	$95,664	5%	$4,783	$382,657	46%	$175,511	**$180,295**
2026	$144,329,622	$4,329,889	$49,553,170	$198,212,681	$198,212,681	$1,982,127	$131,379	5%	$6,569	$525,516	46%	$241,036	**$247,605**
2027	$198,212,681	$5,946,380	$51,039,765	$255,198,827	$255,198,827	$2,551,988	$169,150	5%	$8,458	$676,601	46%	$310,334	**$318,791**
2028	$255,198,827	$7,655,965	$52,570,958	$315,425,750	$315,425,750	$3,154,258	$209,070	5%	$10,453	$836,279	46%	$383,572	**$394,026**
2029	$315,425,750	$9,462,773	$54,148,087	$379,036,610	$379,036,610	$3,790,366	$251,232	5%	$12,562	$1,004,929	46%	$460,926	**$473,488**
2030	$379,036,610	$11,371,098	$55,772,530	$446,180,238	$446,180,238	$4,461,802	$295,736	20%	$59,147	$1,182,945	20%	$236,589	**$295,736**
2031	$446,180,238	$13,385,407	$57,445,706	$517,011,351	$517,011,351	$5,170,114	$342,684	20%	$68,537	$1,370,737	20%	$274,147	**$342,684**
2032	$517,011,351	$15,510,341	$61,307,718	$593,829,409	$593,829,409	$5,938,294	$393,601	20%	$78,720	$1,574,403	20%	$314,881	**$393,601**
2033	$593,829,409	$17,814,882	$83,469,107	$695,113,398	$695,113,398	$6,951,134	$460,734	20%	$92,147	$1,842,934	20%	$368,587	**$460,734**
2034	$695,113,398	$20,853,402	$85,973,180	$801,939,980	$801,939,980	$8,019,400	$531,540	20%	$106,308	$2,126,160	20%	$425,232	**$531,540**
2035	$801,939,980	$24,058,199	$88,552,375	$914,550,555	$914,550,555	$9,145,506	$606,180	20%	$121,236	$2,424,721	20%	$484,944	**$606,180**
2036	$914,550,555	$27,436,517	$91,208,946	$1,033,196,018	$1,033,196,018	$10,331,960	$684,821	20%	$136,964	$2,739,283	20%	$547,857	**$684,821**
2037	$1,033,196,018	$30,995,881	$93,945,215	$1,158,137,113	$1,158,137,113	$11,581,371	$767,634	20%	$153,527	$3,070,535	20%	$614,107	**$767,634**
2038	$1,158,137,113	$34,744,113	$0	$1,192,881,227	$1,192,881,227	$11,928,812	$790,663	20%	$158,133	$3,162,651	20%	$632,530	**$790,663**
2039	$1,192,881,227	$35,786,437	$0	$1,228,667,663	$1,228,667,663	$12,286,677	$814,383	20%	$162,877	$3,257,531	20%	$651,506	**$814,383**
2040	$1,228,667,663	$36,860,030	$0	$1,265,527,693	$1,265,527,693	$12,655,277	$838,814	20%	$167,763	$3,355,257	20%	$671,051	**$838,814**
2041	$1,265,527,693	$37,965,831	$0	$1,303,493,524	$1,303,493,524	$13,034,935	$863,979	20%	$172,796	$3,455,915	20%	$691,183	**$863,979**
2042	$1,303,493,524	$39,104,806	$0	$1,342,598,330	$1,342,598,330	$13,425,983	$889,898	20%	$177,980	$3,559,592	20%	$711,918	**$889,898**
2043	$1,342,598,330	$40,277,950	$0	$1,382,876,280	$1,382,876,280	$13,828,763	$916,595	20%	$183,319	$3,666,380	20%	$733,276	**$916,595**
2044	$1,382,876,280	$41,486,288	$0	$1,424,362,568	$1,424,362,568	$14,243,626	$944,093	20%	$188,819	$3,776,371	20%	$755,274	**$944,093**
2045	$1,424,362,568	$42,730,877	$0	$1,467,093,445	$1,467,093,445	$14,670,934	$972,416	20%	$194,483	$3,889,662	20%	$777,932	**$972,416**
2046	$1,467,093,445	$44,012,803	$0	$1,511,106,248	$1,511,106,248	$15,111,062	$1,001,588	20%	$200,318	$4,006,352	20%	$801,270	**$1,001,588**
2047	$1,511,106,248	$45,333,187	$0	$1,556,439,436	$1,556,439,436	$15,564,394	$1,031,636	20%	$206,327	$4,126,543	20%	$825,309	**$1,031,636**
2048	$1,556,439,436	$46,693,183	$0	$1,603,132,619	$1,603,132,619	$16,031,326	$1,062,585	20%	$212,517	$4,250,339	20%	$850,068	**$1,062,585**
2049	$1,603,132,619	$48,093,979	$0	$1,651,226,598	$1,651,226,598	$16,512,266	$1,094,462	20%	$218,892	$4,377,849	20%	$875,570	**$1,094,462**
2050	$1,651,226,598	$49,536,798	$0	$1,700,763,395	$1,700,763,395	$17,007,634	$1,127,296	20%	$225,459	$4,509,185	20%	$901,837	**$1,127,296**
2051	$1,700,763,395	$51,022,902	$0	$1,751,786,297	$1,751,786,297	$17,517,863	$1,161,115	20%	$232,223	$4,644,460	20%	$928,892	**$1,161,115**
2052	$1,751,786,297	$52,553,589	$0	$1,804,339,886	$1,804,339,886	$18,043,399	$1,195,949	20%	$239,190	$4,783,794	20%	$956,759	**$1,195,949**
2053	$1,804,339,886	$54,130,197	$0	$1,858,470,083	$1,858,470,083	$18,584,701	$1,231,827	20%	$246,365	$4,927,308	20%	$985,462	**$1,231,827**
2054	$1,858,470,083	$55,754,102	$0	$1,914,224,185	$1,914,224,185	$19,142,242	$1,268,782	20%	$253,756	$5,075,127	20%	$1,015,025	**$1,268,782**
2055	$1,914,224,185	$57,426,726	$0	$1,971,650,911	$1,971,650,911	$19,716,509	$1,306,845	20%	$261,369	$5,227,381	20%	$1,045,476	**$1,306,845**
2056	$1,971,650,911	$59,149,527	$0	$2,030,800,438	$2,030,800,438	$20,308,004	$1,346,051	20%	$269,210	$5,384,202	20%	$1,076,840	**$1,346,051**
2057	$2,030,800,438	$60,924,013	$0	$2,091,724,451	$2,091,724,451	$20,917,245	$1,386,432	20%	$277,286	$5,545,728	20%	$1,109,146	**$1,386,432**
2058	$2,091,724,451	$62,751,734	$0	$2,154,476,185	$2,154,476,185	$21,544,762	$1,428,025	20%	$285,605	$5,712,100	20%	$1,142,420	**$1,428,025**
2059	$2,154,476,185	$64,634,286	$0	$2,219,110,470	$2,219,110,470	$22,191,105	$1,470,866	20%	$294,173	$5,883,463	20%	$1,176,693	**$1,470,866**
2060	$2,219,110,470	$66,573,314	$0	$2,285,683,785	$2,285,683,785	$22,856,838	$1,514,992	20%	$302,998	$6,059,967	20%	$1,211,993	**$1,514,992**
2061	$2,285,683,785	$68,570,514	$0	$2,354,254,298	$2,354,254,298	$23,542,543	$1,560,442	20%	$312,088	$6,241,766	20%	$1,248,353	**$1,560,442**
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Source: San Joaquin County; City of Manteca; LWA; EPS.

[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs.
[2] See Table B-5 for new AV added to roll from 2021-22 on. It is assumed that new AV is added to roll in year after development occurs.
In 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.
[3] As a conservative assumption, this analysis excludes incremental growth of the existing land value of parcels annexed into the City until the time that the parcel develops. The growth of existing value for these parcels will be included in the EIFD and a method for estimating incremental AV growth/revenue to the EIFD will be determined at the time of EIFD formation. Refer to Table D-2 for the anticipated value of parcels annexed into the City in the first year of development.
[4] This analysis estimates the maximum annual EIFD revenue generated using the maximum tax allocation rate for each affected taxing entity (ATE). The initial EIFD allocations (FY ending 2023 through 2028) are based on negotiations between all ATEs and vary by ATE. For all years following FY ending 2028, allocation rates are assumed to remain constant at 20 percent and are consistent across all ATEs. A listing of all allocation rates by ATE is provided in Table 4.

Table B-4
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Assessed Value of New Development - Manteca Existing City (2020 and Real $)

Manteca
Existing City

Fiscal Year Ending	Assessed Value of New Development [1]									
	Single Family Low Density	Multifamily	**Subtotal Residential**	Retail	Office	Industrial	**Subtotal Nonres.**	**Total (2020$)**	Escalation Factor [2]	**Total with Annual Sales Price Increase**
	AV per Dwelling Unit			*AV per Bldg. Sq. Ft.*						
Assumption	*$ 500,000*	*$ 200,000*		*$ 250*	*$ 250*	*$ 100*				
2020	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.000	**$0**
2021	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.030	**$0**
2022	$82,375,000	$5,000,000	**$87,375,000**	$16,529,467	$4,132,367	$58,396,125	**$79,057,958**	**$166,432,958**	1.061	**$176,568,725**
2023	$187,250,000	$26,000,000	**$213,250,000**	$43,058,933	$10,764,733	$111,848,000	**$165,671,667**	**$378,921,667**	1.093	**$414,057,936**
2024	$99,000,000	$26,000,000	**$125,000,000**	$43,058,933	$10,764,733	$93,814,000	**$147,637,667**	**$272,637,667**	1.126	**$306,856,096**
2025	$160,000,000	$36,800,000	**$196,800,000**	$53,058,933	$13,264,733	$98,502,800	**$164,826,467**	**$361,626,467**	1.159	**$419,224,187**
2026	$139,000,000	$21,800,000	**$160,800,000**	$53,058,933	$13,264,733	$18,502,800	**$84,826,467**	**$245,626,467**	1.194	**$293,290,847**
2027	$109,000,000	$10,800,000	**$119,800,000**	$55,818,933	$13,954,733	$4,688,800	**$74,462,467**	**$194,262,467**	1.230	**$238,918,331**
2028	$101,500,000	$10,800,000	**$112,300,000**	$49,794,933	$12,448,733	$4,688,800	**$66,932,467**	**$179,232,467**	1.267	**$227,046,326**
2029	$102,500,000	$10,400,000	**$112,900,000**	$55,818,933	$13,954,733	$4,688,800	**$74,462,467**	**$187,362,467**	1.305	**$244,465,522**
2030	$109,500,000	$0	**$109,500,000**	$55,818,933	$13,954,733	$4,688,800	**$74,462,467**	**$183,962,467**	1.344	**$247,230,172**
2031	$109,500,000	$0	**$109,500,000**	$55,818,933	$13,954,733	$4,688,800	**$74,462,467**	**$183,962,467**	1.384	**$254,647,077**
2032	$109,500,000	$0	**$109,500,000**	$53,058,933	$13,264,733	$4,688,800	**$71,012,467**	**$180,512,467**	1.426	**$257,367,615**
2033	$109,500,000	$0	**$109,500,000**	$53,058,933	$13,264,733	$4,688,800	**$71,012,467**	**$180,512,467**	1.469	**$265,088,643**
2034	$109,000,000	$0	**$109,000,000**	$53,058,933	$13,264,733	$4,688,800	**$71,012,467**	**$180,012,467**	1.513	**$272,285,007**
2035	$58,000,000	$0	**$58,000,000**	$53,262,933	$13,315,733	$0	**$66,578,667**	**$124,578,667**	1.558	**$194,089,503**
2036	$40,000,000	$0	**$40,000,000**	$43,058,933	$10,764,733	$0	**$53,823,667**	**$93,823,667**	1.605	**$150,559,442**
2037	$40,000,000	$0	**$40,000,000**	$12,484,000	$3,121,000	$0	**$15,605,000**	**$55,605,000**	1.653	**$91,906,593**
2038	$40,000,000	$0	**$40,000,000**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$52,500,000**	1.702	**$89,377,736**
2039	$40,000,000	$0	**$40,000,000**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$52,500,000**	1.754	**$92,059,068**
2040	$34,000,000	$0	**$34,000,000**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$46,500,000**	1.806	**$83,984,172**
2041	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	1.860	**$23,253,682**
2042	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	1.916	**$23,951,293**
2043	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	1.974	**$24,669,831**
2044	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	2.033	**$25,409,926**
2045	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	2.094	**$26,172,224**
2046	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	2.157	**$26,957,391**
2047	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	2.221	**$27,766,113**
2048	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	2.288	**$28,599,096**
2049	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	2.357	**$29,457,069**
2050	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	2.427	**$30,340,781**
2051	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	2.500	**$31,251,004**
2052	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	2.575	**$32,188,534**
2053	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	2.652	**$33,154,190**
2054	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	2.732	**$34,148,816**
2055	$0	$0	**$0**	$9,112,000	$2,278,000	$0	**$11,390,000**	**$11,390,000**	2.814	**$32,049,893**
2056	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.898	**$0**
2057	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.985	**$0**
2058	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.075	**$0**
2059	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.167	**$0**
2060	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.262	**$0**

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Source: San Joaquin County; City of Manteca; LWA; EPS.

[1] Calculated as annual projected dwelling units/bldg. sq. ft. multiplied by AV per dwelling unit/bldg. sq. ft. See Table B-6 for development projections.
[2] Based on a 3 percent annual growth factor.

Table B-5
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Assessed Value of New Development - Manteca Annexation Areas (2020 and Real $)

Manteca Annexation Area

Fiscal Year Ending	Assessed Value of New Development [1]									
	Low Density Residential	High Density Residential	**Subtotal Residential**	Retail	Office	Industrial	**Subtotal Nonres.**	**Total (2020$)**	Escalation Factor [2]	**Total with Annual Sales Price Increase**
	AV per Dwelling Unit			*AV per Bldg. Sq. Ft.*						
Assumption	*$ 500,000*	*$ 200,000*		*$ 250*	*$ 250*	*$ 100*				
2020	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.000	**$0**
2021	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.030	**$0**
2022	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.061	**$0**
2023	$41,500,000	$0	**$41,500,000**	$0	$0	$0	**$0**	**$41,500,000**	1.093	**$45,348,171**
2024	$41,500,000	$0	**$41,500,000**	$0	$0	$0	**$0**	**$41,500,000**	1.126	**$46,708,616**
2025	$41,500,000	$0	**$41,500,000**	$0	$0	$0	**$0**	**$41,500,000**	1.159	**$48,109,874**
2026	$41,500,000	$0	**$41,500,000**	$0	$0	$0	**$0**	**$41,500,000**	1.194	**$49,553,170**
2027	$41,500,000	$0	**$41,500,000**	$0	$0	$0	**$0**	**$41,500,000**	1.230	**$51,039,765**
2028	$41,500,000	$0	**$41,500,000**	$0	$0	$0	**$0**	**$41,500,000**	1.267	**$52,570,958**
2029	$41,500,000	$0	**$41,500,000**	$0	$0	$0	**$0**	**$41,500,000**	1.305	**$54,148,087**
2030	$41,500,000	$0	**$41,500,000**	$0	$0	$0	**$0**	**$41,500,000**	1.344	**$55,772,530**
2031	$41,500,000	$0	**$41,500,000**	$0	$0	$0	**$0**	**$41,500,000**	1.384	**$57,445,706**
2032	$43,000,000	$0	**$43,000,000**	$0	$0	$0	**$0**	**$43,000,000**	1.426	**$61,307,718**
2033	$0	$0	**$0**	$19,125,000	$0	$37,713,400	**$56,838,400**	**$56,838,400**	1.469	**$83,469,107**
2034	$0	$0	**$0**	$19,125,000	$0	$37,713,400	**$56,838,400**	**$56,838,400**	1.513	**$85,973,180**
2035	$0	$0	**$0**	$19,125,000	$0	$37,713,400	**$56,838,400**	**$56,838,400**	1.558	**$88,552,375**
2036	$0	$0	**$0**	$19,125,000	$0	$37,713,400	**$56,838,400**	**$56,838,400**	1.605	**$91,208,946**
2037	$0	$0	**$0**	$19,125,000	$0	$37,713,400	**$56,838,400**	**$56,838,400**	1.653	**$93,945,215**
2038	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.702	**$0**
2039	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.754	**$0**
2040	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.806	**$0**
2041	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.860	**$0**
2042	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.916	**$0**
2043	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.974	**$0**
2044	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.033	**$0**
2045	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.094	**$0**
2046	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.157	**$0**
2047	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.221	**$0**
2048	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.288	**$0**
2049	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.357	**$0**
2050	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.427	**$0**
2051	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.500	**$0**
2052	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.575	**$0**
2053	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.652	**$0**
2054	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.732	**$0**
2055	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.814	**$0**
2056	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.898	**$0**
2057	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.985	**$0**
2058	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.075	**$0**
2059	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.167	**$0**
2060	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.262	**$0**

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Source: San Joaquin County; City of Manteca; LWA; EPS.

[1] Calculated as annual projected dwelling units/bldg. sq. ft. multiplied by AV per dwelling unit/bldg. sq. ft. See Table B-6 for development projections.
[2] Based on a 3 percent annual growth factor.

Attachment D: Tax Increment Revenue Forecast - Maximum Tax Rate Scenario

Table B-6
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Incremental Development Projections - Manteca

Manteca
Existing City and Annexation Areas

Fiscal Year Ending	Existing City							Annexation Area						
	Dwelling Units			Building Square Feet				Dwelling Units			Building Square Feet			
	Low Density Residential	High Density Residential	TOTAL	Retail	Office	Industrial	Total	Low Density Residential	High Density Residential	TOTAL	Retail	Office	Industrial	Total
2020	-	-	**-**	-	-	-	**-**	-	-	**-**	-	-	-	**-**
2021	-	-	**-**	-	-	-	**-**	-	-	**-**	-	-	-	**-**
2022	165	25	**190**	66,118	16,529	583,961	**666,609**	-	-	**-**	-	-	-	**-**
2023	375	130	**505**	172,236	43,059	1,118,480	**1,333,775**	83	-	**83**	-	-	-	**-**
2024	198	130	**328**	172,236	43,059	938,140	**1,153,435**	83	-	**83**	-	-	-	**-**
2025	320	184	**504**	212,236	53,059	985,028	**1,250,323**	83	-	**83**	-	-	-	**-**
2026	278	109	**387**	212,236	53,059	185,028	**450,323**	83	-	**83**	-	-	-	**-**
2027	218	54	**272**	223,276	55,819	46,888	**325,983**	83	-	**83**	-	-	-	**-**
2028	203	54	**257**	199,180	49,795	46,888	**295,863**	83	-	**83**	-	-	-	**-**
2029	205	52	**257**	223,276	55,819	46,888	**325,983**	83	-	**83**	-	-	-	**-**
2030	219	-	**219**	223,276	55,819	46,888	**325,983**	83	-	**83**	-	-	-	**-**
2031	219	-	**219**	223,276	55,819	46,888	**325,983**	83	-	**83**	-	-	-	**-**
2032	219	-	**219**	212,236	53,059	46,888	**312,183**	86	-	**86**	-	-	-	**-**
2033	219	-	**219**	212,236	53,059	46,888	**312,183**	-	-	**-**	76,500	-	377,134	**453,634**
2034	218	-	**218**	212,236	53,059	46,888	**312,183**	-	-	**-**	76,500	-	377,134	**453,634**
2035	116	-	**116**	213,052	53,263	-	**266,315**	-	-	**-**	76,500	-	377,134	**453,634**
2036	80	-	**80**	172,236	43,059	-	**215,295**	-	-	**-**	76,500	-	377,134	**453,634**
2037	80	-	**80**	49,936	12,484	-	**62,420**	-	-	**-**	76,500	-	377,134	**453,634**
2038	80	-	**80**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2039	80	-	**80**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2040	68	-	**68**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2041	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2042	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2043	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2044	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2045	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2046	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2047	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2048	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2049	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2050	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2051	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2052	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2053	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2054	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2055	-	-	**-**	36,448	9,112	-	**45,560**	-	-	**-**	-	-	-	**-**
2056	-	-	**-**	-	-	-	**-**	-	-	**-**	-	-	-	**-**
2057	-	-	**-**	-	-	-	**-**	-	-	**-**	-	-	-	**-**
2058	-	-	**-**	-	-	-	**-**	-	-	**-**	-	-	-	**-**
2059	-	-	**-**	-	-	-	**-**	-	-	**-**	-	-	-	**-**
2060	-	-	**-**	-	-	-	**-**	-	-	**-**	-	-	-	**-**
Total	**3,559**	**738**	**4,297**	**3,715,722**	**928,931**	**4,185,741**	**8,830,394**	**833**	**-**	**833**	**382,500**	**-**	**1,885,670**	**2,268,170**

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Source: San Joaquin County; City of Manteca; LWA; EPS.

APPENDIX C:

City of Stockton EIFD
Revenue-Estimating Tables

Table C-1	Projected Tax Increment to EIFD—Stockton	D-27
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Attachment D: Tax Increment Revenue Forecast - Maximum Tax Rate Scenario

Table C-1
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Stockton (Real $)

Stockton
Existing City and Annexation Areas

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV *starting in 2022*	Gross Tax Increment	Net Tax Increment				
							City [1]	City EIFD [3]	County [1]	County EIFD [3]	Total EIFD
Formula	*a*	*b=a*3.0%*	*c*	*d=a+b+c*	*e*	*f=e*1.0%*	*[4]*	*h=g*[3]*	*[4]*	*j=i*[3]*	*h+j*
2020	$1,393,216,599	$41,796,498	$0	$1,435,013,097	$0	$0	$0	$0	$0	$0	**$0**
2021	$1,435,013,097	$43,050,393	$0	$1,478,063,490	$0	$0	$0	$0	$0	$0	**$0**
2022	$1,478,063,490	$44,341,905	$89,201,135	$1,611,606,530	$133,543,040	$1,335,430	$220,023	$2,200	$277,339	$127,206	**$129,406**
2023	$1,611,606,530	$48,348,196	$96,336,178	$1,756,290,904	$278,227,414	$2,782,274	$448,765	$4,488	$586,324	$268,927	**$273,414**
2024	$1,756,290,904	$52,688,727	$53,133,020	$1,862,112,651	$384,049,161	$3,840,492	$611,784	$6,118	$816,095	$374,315	**$380,432**
2025	$1,862,112,651	$55,863,380	$21,736,389	$1,939,712,419	$461,648,929	$4,616,489	$726,826	$7,268	$988,561	$453,419	**$460,687**
2026	$1,939,712,419	$58,191,373	$58,210,049	$2,056,113,841	$578,050,351	$5,780,504	$905,858	$9,059	$1,241,555	$569,458	**$578,517**
2027	$2,056,113,841	$61,683,415	$67,643,063	$2,185,440,319	$707,376,829	$7,073,768	$1,098,315	$10,983	$1,528,339	$700,996	**$711,980**
2028	$2,185,440,319	$65,563,210	$31,669,252	$2,282,672,781	$804,609,291	$8,046,093	$1,235,773	$12,358	$1,750,344	$802,822	**$815,180**
2029	$2,282,672,781	$68,480,183	$32,619,330	$2,383,772,294	$905,708,804	$9,057,088	$1,378,266	$13,783	$1,981,558	$908,872	**$922,655**
2030	$2,383,772,294	$71,513,169	$33,597,909	$2,488,883,372	$1,010,819,882	$10,108,199	$1,525,975	$305,195	$2,222,335	$444,467	**$749,662**
2031	$2,488,883,372	$74,666,501	$34,605,847	$2,598,155,720	$1,120,092,230	$11,200,922	$1,679,082	$335,816	$2,473,040	$494,608	**$830,425**
2032	$2,598,155,720	$77,944,672	$58,456,196	$2,734,556,588	$1,256,493,098	$12,564,931	$1,875,901	$375,180	$2,780,955	$556,191	**$931,371**
2033	$2,734,556,588	$82,036,698	$118,951,231	$2,935,544,516	$1,457,481,026	$14,574,810	$2,178,959	$435,792	$3,223,156	$644,631	**$1,080,423**
2034	$2,935,544,516	$88,066,335	$115,270,681	$3,138,881,533	$1,660,818,043	$16,608,180	$2,484,175	$496,835	$3,671,747	$734,349	**$1,231,184**
2035	$3,138,881,533	$94,166,446	$118,728,802	$3,351,776,781	$1,873,713,291	$18,737,133	$2,803,519	$560,704	$4,141,617	$828,323	**$1,389,027**
2036	$3,351,776,781	$100,553,303	$122,290,666	$3,574,620,751	$2,096,557,261	$20,965,573	$3,137,566	$627,513	$4,633,640	$926,728	**$1,554,241**
2037	$3,574,620,751	$107,238,623	$125,959,386	$3,807,818,759	$2,329,755,269	$23,297,553	$3,486,909	$697,382	$5,148,722	$1,029,744	**$1,727,126**
2038	$3,807,818,759	$114,234,563	$113,735,297	$4,035,788,618	$2,557,725,129	$25,577,251	$3,825,423	$765,085	$5,654,902	$1,130,980	**$1,896,065**
2039	$4,035,788,618	$121,073,659	$105,574,216	$4,262,436,493	$2,784,373,003	$27,843,730	$4,159,547	$831,909	$6,160,289	$1,232,058	**$2,063,967**
2040	$4,262,436,493	$127,873,095	$120,029,637	$4,510,339,225	$3,032,275,735	$30,322,757	$4,516,216	$903,243	$6,720,830	$1,344,166	**$2,247,409**
2041	$4,510,339,225	$135,310,177	$123,630,526	$4,769,279,928	$3,291,216,438	$32,912,164	$4,888,319	$977,664	$7,306,723	$1,461,345	**$2,439,008**
2042	$4,769,279,928	$143,078,398	$127,339,442	$5,039,697,768	$3,561,634,278	$35,616,343	$5,276,460	$1,055,292	$7,918,986	$1,583,797	**$2,639,089**
2043	$5,039,697,768	$151,190,933	$132,871,712	$5,323,760,413	$3,845,696,923	$38,456,969	$5,682,505	$1,136,501	$8,563,627	$1,712,725	**$2,849,226**
2044	$5,323,760,413	$159,712,812	$50,819,853	$5,534,293,078	$4,056,229,588	$40,562,296	$5,975,877	$1,195,175	$9,048,083	$1,809,617	**$3,004,792**
2045	$5,534,293,078	$166,028,792	$52,344,448	$5,752,666,319	$4,274,602,829	$42,746,028	$6,279,513	$1,255,903	$9,551,163	$1,910,233	**$3,166,135**
2046	$5,752,666,319	$172,579,990	$53,914,782	$5,979,161,090	$4,501,097,600	$45,010,976	$6,593,767	$1,318,753	$10,073,551	$2,014,710	**$3,333,463**
2047	$5,979,161,090	$179,374,833	$48,607,357	$6,207,143,279	$4,729,079,790	$47,290,798	$6,913,993	$1,382,799	$10,595,918	$2,119,184	**$3,501,982**
2048	$6,207,143,279	$186,214,298	$42,898,644	$6,436,256,222	$4,958,192,732	$49,581,927	$7,240,092	$1,448,018	$11,117,094	$2,223,419	**$3,671,437**
2049	$6,436,256,222	$193,087,687	$44,185,603	$6,673,529,512	$5,195,466,022	$51,954,660	$7,577,311	$1,515,462	$11,657,268	$2,331,454	**$3,846,916**
2050	$6,673,529,512	$200,205,885	$45,511,171	$6,919,246,568	$5,441,183,078	$54,411,831	$7,926,025	$1,585,205	$12,217,113	$2,443,423	**$4,028,628**
2051	$6,919,246,568	$207,577,397	$49,157,830	$7,175,981,795	$5,697,918,305	$56,979,183	$8,290,431	$1,658,086	$12,802,013	$2,560,403	**$4,218,489**
2052	$7,175,981,795	$215,279,454	$32,188,534	$7,423,449,783	$5,945,386,294	$59,453,863	$8,636,523	$1,727,305	$13,370,355	$2,674,071	**$4,401,376**
2053	$7,423,449,783	$222,703,494	$33,154,190	$7,679,307,467	$6,201,243,978	$62,012,440	$8,993,696	$1,798,739	$13,958,541	$2,791,708	**$4,590,447**
2054	$7,679,307,467	$230,379,224	$34,148,816	$7,943,835,508	$6,465,772,018	$64,657,720	$9,362,304	$1,872,461	$14,567,249	$2,913,450	**$4,785,911**
2055	$7,943,835,508	$238,315,065	$35,173,281	$8,217,323,854	$6,739,260,364	$67,392,604	$9,742,710	$1,948,542	$15,197,183	$3,039,437	**$4,987,979**
2056	$8,217,323,854	$246,519,716	$39,923,784	$8,503,767,353	$7,025,703,863	$70,257,039	$10,137,965	$2,027,593	$15,859,756	$3,171,951	**$5,199,544**
2057	$8,503,767,353	$255,113,021	$18,657,667	$8,777,538,040	$7,299,474,551	$72,994,746	$10,529,697	$2,105,939	$16,480,689	$3,296,138	**$5,402,077**
2058	$8,777,538,040	$263,326,141	$19,217,397	$9,060,081,578	$7,582,018,089	$75,820,181	$10,933,587	$2,186,717	$17,121,868	$3,424,374	**$5,611,091**
2059	$9,060,081,578	$271,802,447	$19,793,919	$9,351,677,944	$7,873,614,455	$78,736,145	$11,350,010	$2,270,002	$17,783,951	$3,556,790	**$5,826,792**
2060	$9,351,677,944	$280,550,338	$20,387,736	$9,652,616,019	$8,174,552,529	$81,745,525	$11,779,355	$2,355,871	$18,467,614	$3,693,523	**$6,049,394**
2061	$9,652,616,019	$289,578,481	$0	$9,942,194,500	$8,464,131,010	$84,641,310	$12,206,836	$2,441,367	$19,112,810	$3,822,562	**$6,263,929**

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Source: San Joaquin County; City of Stockton; LWA; EPS.

[1] See Table D-1 for Fiscal Year 2020-21 beginning assessed value.
[2] See Table C-4 for new AV added to roll from 2021-22 on. It is assumed that new AV is added to roll in year after development occurs. In 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.
[3] This analysis estimates the maximum annual EIFD revenue generated using the maximum tax allocation rate for each affected taxing entity (ATE). The initial EIFD allocations (FY ending 2023 through 2028) are based on negotiations between all ATEs and vary by ATE. For all years following FY ending 2028, allocation rates are assumed to remain constant at 20 percent and are consistent across all ATEs. A listing of all allocation rates by ATE is provided in Table 4.
[4] The City and County tax allocation rates vary between TRAs within the existing City boundaries and the annexation area. See Table C-2 and Table C-3 for more details.

Attachment D: Tax Increment Revenue Forecast - Maximum Tax Rate Scenario

Table C-2
Mossdale Tract Infrastructure Finance Plar
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Stockton Existing City Boundaries (Real $

Stockton
Existing City

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV *starting in 2022*	Gross Tax Increment	Net Tax Increment						
							City [1]	City EIFD Allocation [3]	City EIFD	County [1]	County EIFD Allocation [3]	County EIFD	**Total EIFD**
Formula	*a*	*b=a*3.0%*	*c*	*d=a+b+c*	*e*	*f=e*1.0%*	*g=f*16.71%*	*h*	*i=g*h*	*j=f*20.56%*	*k*	*l=j*k*	*m=i+l*
2020	$1,393,216,599	$41,796,498	$0	$1,435,013,097	$0	$0	$0	0%	$0	$0	0%	$0	**$0**
2021	$1,435,013,097	$43,050,393	$0	$1,478,063,490	$0	$0	$0	1%	$0	$0	46%	$0	**$0**
2022	$1,478,063,490	$44,341,905	$85,885,823	$1,608,291,217	$130,227,727	$1,302,277	$217,626	1%	$2,176	$267,749	46%	$122,807	**$124,983**
2023	$1,608,291,217	$48,248,737	$82,677,091	$1,739,217,044	$261,153,555	$2,611,536	$436,418	1%	$4,364	$536,933	46%	$246,273	**$250,637**
2024	$1,739,217,044	$52,176,511	$39,064,160	$1,830,457,715	$352,394,226	$3,523,942	$588,891	1%	$5,889	$724,524	46%	$332,314	**$338,203**
2025	$1,830,457,715	$54,913,731	$7,245,463	$1,892,616,910	$414,553,420	$4,145,534	$692,766	1%	$6,928	$852,324	46%	$390,932	**$397,859**
2026	$1,892,616,910	$56,778,507	$43,284,396	$1,992,679,813	$514,616,323	$5,146,163	$859,983	1%	$8,600	$1,058,054	46%	$485,293	**$493,893**
2027	$1,992,679,813	$59,780,394	$44,582,928	$2,097,043,135	$618,979,645	$6,189,796	$1,034,386	1%	$10,344	$1,272,625	46%	$583,709	**$594,053**
2028	$2,097,043,135	$62,911,294	$7,917,313	$2,167,871,742	$689,808,252	$6,898,083	$1,152,749	1%	$11,527	$1,418,249	46%	$650,502	**$662,029**
2029	$2,167,871,742	$65,036,152	$8,154,832	$2,241,062,727	$762,999,237	$7,629,992	$1,275,059	1%	$12,751	$1,568,730	46%	$719,522	**$732,273**
2030	$2,241,062,727	$67,231,882	$8,399,477	$2,316,694,086	$838,630,596	$8,386,306	$1,401,448	20%	$280,290	$1,724,229	20%	$344,846	**$625,135**
2031	$2,316,694,086	$69,500,823	$8,651,462	$2,394,846,370	$916,782,880	$9,167,829	$1,532,050	20%	$306,410	$1,884,910	20%	$376,982	**$683,392**
2032	$2,394,846,370	$71,845,391	$31,723,180	$2,498,414,941	$1,020,351,451	$10,203,515	$1,705,125	20%	$341,025	$2,097,848	20%	$419,570	**$760,594**
2033	$2,498,414,941	$74,952,448	$91,416,224	$2,664,783,613	$1,186,720,123	$11,867,201	$1,983,146	20%	$396,629	$2,439,903	20%	$487,981	**$884,610**
2034	$2,664,783,613	$79,943,508	$86,909,624	$2,831,636,745	$1,353,573,255	$13,535,733	$2,261,977	20%	$452,395	$2,782,954	20%	$556,591	**$1,008,986**
2035	$2,831,636,745	$84,949,102	$89,516,913	$3,006,102,761	$1,528,039,271	$15,280,393	$2,553,529	20%	$510,706	$3,141,657	20%	$628,331	**$1,139,037**
2036	$3,006,102,761	$90,183,083	$92,202,420	$3,188,488,264	$1,710,424,774	$17,104,248	$2,858,316	20%	$571,663	$3,516,642	20%	$703,328	**$1,274,992**
2037	$3,188,488,264	$95,654,648	$94,968,493	$3,379,111,404	$1,901,047,914	$19,010,479	$3,176,870	20%	$635,374	$3,908,564	20%	$781,713	**$1,417,087**
2038	$3,379,111,404	$101,373,342	$81,814,677	$3,562,299,423	$2,084,235,933	$20,842,359	$3,482,998	20%	$696,600	$4,285,200	20%	$857,040	**$1,553,640**
2039	$3,562,299,423	$106,868,983	$72,695,977	$3,741,864,383	$2,263,800,893	$22,638,009	$3,783,072	20%	$756,614	$4,654,386	20%	$930,877	**$1,687,492**
2040	$3,741,864,383	$112,255,931	$74,876,857	$3,928,997,171	$2,450,933,681	$24,509,337	$4,095,792	20%	$819,158	$5,039,132	20%	$1,007,826	**$1,826,985**
2041	$3,928,997,171	$117,869,915	$77,123,162	$4,123,990,249	$2,645,926,759	$26,459,268	$4,421,648	20%	$884,330	$5,440,039	20%	$1,088,008	**$1,972,337**
2042	$4,123,990,249	$123,719,707	$79,436,857	$4,327,146,813	$2,849,083,323	$28,490,833	$4,761,146	20%	$952,229	$5,857,730	20%	$1,171,546	**$2,123,775**
2043	$4,327,146,813	$129,814,404	$81,819,963	$4,538,781,180	$3,060,717,690	$30,607,177	$5,114,811	20%	$1,022,962	$6,292,852	20%	$1,258,570	**$2,281,533**
2044	$4,538,781,180	$136,163,435	$12,704,963	$4,687,649,579	$3,209,586,089	$32,095,861	$5,363,587	20%	$1,072,717	$6,598,926	20%	$1,319,785	**$2,392,503**
2045	$4,687,649,579	$140,629,487	$13,086,112	$4,841,365,178	$3,363,301,688	$33,633,017	$5,620,464	20%	$1,124,093	$6,914,966	20%	$1,382,993	**$2,507,086**
2046	$4,841,365,178	$145,240,955	$13,478,695	$5,000,084,829	$3,522,021,339	$35,220,213	$5,885,703	20%	$1,177,141	$7,241,294	20%	$1,448,259	**$2,625,399**
2047	$5,000,084,829	$150,002,545	$13,883,056	$5,163,970,430	$3,685,906,940	$36,859,069	$6,159,574	20%	$1,231,915	$7,578,244	20%	$1,515,649	**$2,747,564**
2048	$5,163,970,430	$154,919,113	$14,299,548	$5,333,189,091	$3,855,125,601	$38,551,256	$6,442,358	20%	$1,288,472	$7,926,158	20%	$1,585,232	**$2,873,703**
2049	$5,333,189,091	$159,995,673	$14,728,534	$5,507,913,298	$4,029,849,808	$40,298,498	$6,734,342	20%	$1,346,868	$8,285,392	20%	$1,657,078	**$3,003,947**
2050	$5,507,913,298	$165,237,399	$15,170,390	$5,688,321,088	$4,210,257,598	$42,102,576	$7,035,824	20%	$1,407,165	$8,656,312	20%	$1,731,262	**$3,138,427**
2051	$5,688,321,088	$170,649,633	$17,906,825	$5,876,877,546	$4,398,814,056	$43,988,141	$7,350,924	20%	$1,470,185	$9,043,985	20%	$1,808,797	**$3,278,982**
2052	$5,876,877,546	$176,306,326	$0	$6,053,183,872	$4,575,120,382	$45,751,204	$7,645,552	20%	$1,529,110	$9,406,471	20%	$1,881,294	**$3,410,405**
2053	$6,053,183,872	$181,595,516	$0	$6,234,779,388	$4,756,715,898	$47,567,159	$7,949,019	20%	$1,589,804	$9,779,833	20%	$1,955,967	**$3,545,770**
2054	$6,234,779,388	$187,043,382	$0	$6,421,822,770	$4,943,759,280	$49,437,593	$8,261,590	20%	$1,652,318	$10,164,395	20%	$2,032,879	**$3,685,197**
2055	$6,421,822,770	$192,654,683	$0	$6,614,477,453	$5,136,413,963	$51,364,140	$8,583,538	20%	$1,716,708	$10,560,494	20%	$2,112,099	**$3,828,806**
2056	$6,614,477,453	$198,434,324	$0	$6,812,911,777	$5,334,848,287	$53,348,483	$8,915,145	20%	$1,783,029	$10,968,476	20%	$2,193,695	**$3,976,724**
2057	$6,812,911,777	$204,387,353	$0	$7,017,299,130	$5,539,235,640	$55,392,356	$9,256,699	20%	$1,851,340	$11,388,697	20%	$2,277,739	**$4,129,079**
2058	$7,017,299,130	$210,518,974	$0	$7,227,818,104	$5,749,754,614	$57,497,546	$9,608,501	20%	$1,921,700	$11,821,525	20%	$2,364,305	**$4,286,005**
2059	$7,227,818,104	$216,834,543	$0	$7,444,652,647	$5,966,589,157	$59,665,892	$9,970,856	20%	$1,994,171	$12,267,338	20%	$2,453,468	**$4,447,639**
2060	$7,444,652,647	$223,339,579	$0	$7,667,992,226	$6,189,928,736	$61,899,287	$10,344,082	20%	$2,068,816	$12,726,526	20%	$2,545,305	**$4,614,122**
2061	$7,667,992,226	$230,039,767	$0	$7,898,031,993	$6,419,968,503	$64,199,685	$10,728,505	20%	$2,145,701	$13,199,489	20%	$2,639,898	**$4,785,599**

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Source: San Joaquin County; City of Stockton; LWA; EPS.

[1] See Table D-1 for Fiscal Year 2020-21 beginning assessed value
[2] See Table C-4 for new AV added to roll from 2020-21 on. It is assumed that new AV is added to roll in year after development occurs
In 2019-20 and 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value
[3] This analysis estimates the maximum annual EIFD revenue generated using the maximum tax allocation rate for each affected taxing entity (ATE). The initial EIFD allocations (FY ending 2023 through 2028) are based on negotiations between all ATEs and vary by ATE. For all years following FY ending 2028, allocation rates are assumed to remain constant at 20 percent and are consistent across all ATEs. A listing of all allocation rates by ATE is provided in Table 4.

Table C-3
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Stockton Annexation Area (Real $)

Stockton Annexation Area

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2] [3]	Ending AV	Cumulative Growth in AV *starting in 2022*	Gross Tax Increment	Net Tax Increment						
							City [1]	City EIFD Allocation [4]	City EIFD	County [1]	County EIFD Allocation [4]	County EIFD	**Total EIFD**
Formula	*a*	*b=a*3.0%*	*c*	*d=a+b+c*	*e*	*f=e*1.0%*	*g=f*7.23%*	*h*	*i=g*h*	*j=f*28.93%*	*k*	*l=j*k*	*m=i+l*
2020	$0	$0	$0	$0	$0	$0	$0	0%	$0	$0	0%	$0	**$0**
2021	$0	$0	$0	$0	$0	$0	$0	1%	$0	$0	46%	$0	**$0**
2022	$0	$0	$3,315,313	$3,315,313	$3,315,313	$33,153	$2,398	1%	$24	$9,590	46%	$4,399	**$4,423**
2023	$3,315,313	$99,459	$13,659,088	$17,073,859	$17,073,859	$170,739	$12,348	1%	$123	$49,391	46%	$22,654	**$22,777**
2024	$17,073,859	$512,216	$14,068,860	$31,654,935	$31,654,935	$316,549	$22,893	1%	$229	$91,571	46%	$42,000	**$42,229**
2025	$31,654,935	$949,648	$14,490,926	$47,095,509	$47,095,509	$470,955	$34,059	1%	$341	$136,237	46%	$62,487	**$62,828**
2026	$47,095,509	$1,412,865	$14,925,654	$63,434,028	$63,434,028	$634,340	$45,875	1%	$459	$183,501	46%	$84,166	**$84,624**
2027	$63,434,028	$1,903,021	$23,060,135	$88,397,184	$88,397,184	$883,972	$63,928	1%	$639	$255,714	46%	$117,287	**$117,926**
2028	$88,397,184	$2,651,916	$23,751,939	$114,801,039	$114,801,039	$1,148,010	$83,024	1%	$830	$332,095	46%	$152,320	**$153,151**
2029	$114,801,039	$3,444,031	$24,464,497	$142,709,567	$142,709,567	$1,427,096	$103,207	1%	$1,032	$412,828	46%	$189,350	**$190,382**
2030	$142,709,567	$4,281,287	$25,198,432	$172,189,286	$172,189,286	$1,721,893	$124,527	20%	$24,905	$498,106	20%	$99,621	**$124,527**
2031	$172,189,286	$5,165,679	$25,954,385	$203,309,350	$203,309,350	$2,033,093	$147,033	20%	$29,407	$588,130	20%	$117,626	**$147,033**
2032	$203,309,350	$6,099,280	$26,733,017	$236,141,647	$236,141,647	$2,361,416	$170,777	20%	$34,155	$683,107	20%	$136,621	**$170,777**
2033	$236,141,647	$7,084,249	$27,535,007	$270,760,903	$270,760,903	$2,707,609	$195,813	20%	$39,163	$783,253	20%	$156,651	**$195,813**
2034	$270,760,903	$8,122,827	$28,361,057	$307,244,788	$307,244,788	$3,072,448	$222,198	20%	$44,440	$888,793	20%	$177,759	**$222,198**
2035	$307,244,788	$9,217,344	$29,211,889	$345,674,021	$345,674,021	$3,456,740	$249,990	20%	$49,998	$999,960	20%	$199,992	**$249,990**
2036	$345,674,021	$10,370,221	$30,088,246	$386,132,487	$386,132,487	$3,861,325	$279,249	20%	$55,850	$1,116,998	20%	$223,400	**$279,249**
2037	$386,132,487	$11,583,975	$30,990,893	$428,707,355	$428,707,355	$4,287,074	$310,039	20%	$62,008	$1,240,158	20%	$248,032	**$310,039**
2038	$428,707,355	$12,861,221	$31,920,620	$473,489,195	$473,489,195	$4,734,892	$342,426	20%	$68,485	$1,369,702	20%	$273,940	**$342,426**
2039	$473,489,195	$14,204,676	$32,878,238	$520,572,110	$520,572,110	$5,205,721	$376,476	20%	$75,295	$1,505,903	20%	$301,181	**$376,476**
2040	$520,572,110	$15,617,163	$45,152,781	$581,342,054	$581,342,054	$5,813,421	$420,424	20%	$84,085	$1,681,697	20%	$336,339	**$420,424**
2041	$581,342,054	$17,440,262	$46,507,364	$645,289,680	$645,289,680	$6,452,897	$466,671	20%	$93,334	$1,866,684	20%	$373,337	**$466,671**
2042	$645,289,680	$19,358,690	$47,902,585	$712,550,955	$712,550,955	$7,125,510	$515,314	20%	$103,063	$2,061,256	20%	$412,251	**$515,314**
2043	$712,550,955	$21,376,529	$51,051,749	$784,979,233	$784,979,233	$7,849,792	$567,694	20%	$113,539	$2,270,776	20%	$454,155	**$567,694**
2044	$784,979,233	$23,549,377	$38,114,889	$846,643,499	$846,643,499	$8,466,435	$612,289	20%	$122,458	$2,449,157	20%	$489,831	**$612,289**
2045	$846,643,499	$25,399,305	$39,258,336	$911,301,141	$911,301,141	$9,113,011	$659,049	20%	$131,810	$2,636,198	20%	$527,240	**$659,049**
2046	$911,301,141	$27,339,034	$40,436,086	$979,076,261	$979,076,261	$9,790,763	$708,064	20%	$141,613	$2,832,256	20%	$566,451	**$708,064**
2047	$979,076,261	$29,372,288	$34,724,300	$1,043,172,849	$1,043,172,849	$10,431,728	$754,418	20%	$150,884	$3,017,674	20%	$603,535	**$754,418**
2048	$1,043,172,849	$31,295,185	$28,599,096	$1,103,067,131	$1,103,067,131	$11,030,671	$797,734	20%	$159,547	$3,190,935	20%	$638,187	**$797,734**
2049	$1,103,067,131	$33,092,014	$29,457,069	$1,165,616,213	$1,165,616,213	$11,656,162	$842,969	20%	$168,594	$3,371,876	20%	$674,375	**$842,969**
2050	$1,165,616,213	$34,968,486	$30,340,781	$1,230,925,481	$1,230,925,481	$12,309,255	$890,200	20%	$178,040	$3,560,802	20%	$712,160	**$890,200**
2051	$1,230,925,481	$36,927,764	$31,251,004	$1,299,104,249	$1,299,104,249	$12,991,042	$939,507	20%	$187,901	$3,758,028	20%	$751,606	**$939,507**
2052	$1,299,104,249	$38,973,127	$32,188,534	$1,370,265,911	$1,370,265,911	$13,702,659	$990,971	20%	$198,194	$3,963,884	20%	$792,777	**$990,971**
2053	$1,370,265,911	$41,107,977	$33,154,190	$1,444,528,079	$1,444,528,079	$14,445,281	$1,044,677	20%	$208,935	$4,178,708	20%	$835,742	**$1,044,677**
2054	$1,444,528,079	$43,335,842	$34,148,816	$1,522,012,738	$1,522,012,738	$15,220,127	$1,100,714	20%	$220,143	$4,402,854	20%	$880,571	**$1,100,714**
2055	$1,522,012,738	$45,660,382	$35,173,281	$1,602,846,401	$1,602,846,401	$16,028,464	$1,159,172	20%	$231,834	$4,636,689	20%	$927,338	**$1,159,172**
2056	$1,602,846,401	$48,085,392	$39,923,784	$1,690,855,577	$1,690,855,577	$16,908,556	$1,222,820	20%	$244,564	$4,891,280	20%	$978,256	**$1,222,820**
2057	$1,690,855,577	$50,725,667	$18,657,667	$1,760,238,911	$1,760,238,911	$17,602,389	$1,272,998	20%	$254,600	$5,091,991	20%	$1,018,398	**$1,272,998**
2058	$1,760,238,911	$52,807,167	$19,217,397	$1,832,263,475	$1,832,263,475	$18,322,635	$1,325,086	20%	$265,017	$5,300,343	20%	$1,060,069	**$1,325,086**
2059	$1,832,263,475	$54,967,904	$19,793,919	$1,907,025,298	$1,907,025,298	$19,070,253	$1,379,153	20%	$275,831	$5,516,613	20%	$1,103,323	**$1,379,153**
2060	$1,907,025,298	$57,210,759	$20,387,736	$1,984,623,793	$1,984,623,793	$19,846,238	$1,435,272	20%	$287,054	$5,741,088	20%	$1,148,218	**$1,435,272**
2061	$1,984,623,793	$59,538,714	$0	$2,044,162,506	$2,044,162,506	$20,441,625	$1,478,330	20%	$295,666	$5,913,321	20%	$1,182,664	**$1,478,330**

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Source: San Joaquin County; City of Stockton; LWA; EPS.

[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs.

[2] See Table C-5 for new AV added to roll from 2021-22 on. It is assumed that new AV is added to roll in year after development occurs. In 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.

[3] As a conservative assumption, this analysis excludes incremental growth of the existing land value of parcels annexed into the City until the time that the parcel develops. The growth of existing value for these parcels will be included in the EIFD and a method for estimating incremental AV growth/revenue to the EIFD will be determined at the time of EIFD formation. Refer to Table D-2 for the anticipated value of parcels annexed into the City in the first year of development.

[4] This analysis estimates the maximum annual EIFD revenue generated using the maximum tax allocation rate for each affected taxing entity (ATE). The initial EIFD allocations (FY ending 2023 through 2028) are based on negotiations between all ATEs and vary by ATE. For all years following FY ending 2028, allocation rates are assumed to remain constant at 20 percent and are consistent across all ATEs. A listing of all allocation rates by ATE is provided in Table 4.

Table C-4
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Assessed Value of New Development - Stockton Existing City (2020 and Real $)

Stockton
Existing City

Fiscal Year Ending	Assessed Value of New Development [1]									
	Single Family Low Density	Multifamily	**Subtotal Residential**	Retail	Office	Industrial	**Subtotal Nonres.**	**Total (2020$)**	Escalation Factor [2]	**Total with Annual Sales Price Increase**
	AV per Dwelling Unit			*AV per Bldg. Sq. Ft.*						
Assumption	*$ 425,000*	*$ 200,000*		*$ 250*	*$ 250*	*$ 100*				
2020	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.000	**$0**
2021	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.030	**$0**
2022	$17,000,000	$15,000,000	**$32,000,000**	$34,268,938	$14,686,688	$0	**$48,955,625**	**$80,955,625**	1.061	**$85,885,823**
2023	$34,000,000	$0	**$34,000,000**	$29,162,875	$12,498,375	$0	**$41,661,250**	**$75,661,250**	1.093	**$82,677,091**
2024	$28,458,000	$0	**$28,458,000**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$34,708,000**	1.126	**$39,064,160**
2025	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	1.159	**$7,245,463**
2026	$0	$30,000,000	**$30,000,000**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$36,250,000**	1.194	**$43,284,396**
2027	$0	$30,000,000	**$30,000,000**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$36,250,000**	1.230	**$44,582,928**
2028	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	1.267	**$7,917,313**
2029	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	1.305	**$8,154,832**
2030	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	1.344	**$8,399,477**
2031	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	1.384	**$8,651,462**
2032	$0	$16,000,000	**$16,000,000**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$22,250,000**	1.426	**$31,723,180**
2033	$0	$16,000,000	**$16,000,000**	$4,375,000	$1,875,000	$40,000,000	**$46,250,000**	**$62,250,000**	1.469	**$91,416,224**
2034	$0	$16,000,000	**$16,000,000**	$4,375,000	$1,875,000	$35,207,500	**$41,457,500**	**$57,457,500**	1.513	**$86,909,624**
2035	$0	$16,000,000	**$16,000,000**	$4,375,000	$1,875,000	$35,207,500	**$41,457,500**	**$57,457,500**	1.558	**$89,516,913**
2036	$0	$16,000,000	**$16,000,000**	$4,375,000	$1,875,000	$35,207,500	**$41,457,500**	**$57,457,500**	1.605	**$92,202,420**
2037	$0	$16,000,000	**$16,000,000**	$4,375,000	$1,875,000	$35,207,500	**$41,457,500**	**$57,457,500**	1.653	**$94,968,493**
2038	$0	$6,600,000	**$6,600,000**	$4,375,000	$1,875,000	$35,207,500	**$41,457,500**	**$48,057,500**	1.702	**$81,814,677**
2039	$0	$0	**$0**	$4,375,000	$1,875,000	$35,207,500	**$41,457,500**	**$41,457,500**	1.754	**$72,695,977**
2040	$0	$0	**$0**	$4,375,000	$1,875,000	$35,207,500	**$41,457,500**	**$41,457,500**	1.806	**$74,876,857**
2041	$0	$0	**$0**	$4,375,000	$1,875,000	$35,207,500	**$41,457,500**	**$41,457,500**	1.860	**$77,123,162**
2042	$0	$0	**$0**	$4,375,000	$1,875,000	$35,207,500	**$41,457,500**	**$41,457,500**	1.916	**$79,436,857**
2043	$0	$0	**$0**	$4,375,000	$1,875,000	$35,207,500	**$41,457,500**	**$41,457,500**	1.974	**$81,819,963**
2044	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	2.033	**$12,704,963**
2045	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	2.094	**$13,086,112**
2046	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	2.157	**$13,478,695**
2047	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	2.221	**$13,883,056**
2048	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	2.288	**$14,299,548**
2049	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	2.357	**$14,728,534**
2050	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	2.427	**$15,170,390**
2051	$0	$0	**$0**	$5,013,750	$2,148,750	$0	**$7,162,500**	**$7,162,500**	2.500	**$17,906,825**
2052	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.575	**$0**
2053	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.652	**$0**
2054	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.732	**$0**
2055	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.814	**$0**
2056	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.898	**$0**
2057	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.985	**$0**
2058	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.075	**$0**
2059	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.167	**$0**
2060	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.262	**$0**

av st ex

Source: San Joaquin County; City of Stockton; LWA; EPS.

[1] Calculated as annual projected dwelling units/bldg. sq. ft. multiplied by AV per dwelling unit/bldg. sq. ft. See Table C-6 for development projections.
[2] Based on a 3 percent annual growth factor.

Table C-5
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Assessed Value of New Development - Stockton Annexation Areas (2020 and Real $)

Stockton Annexation Area

	Assessed Value of New Development [1]									
Fiscal Year Ending	Single Family Low Density	Multifamily	**Subtotal Residential**	Retail	Office	Industrial	**Subtotal Nonres.**	**Total (2020$)**	Escalation Factor [2]	**Total with Annual Sales Price Increase**
	AV per Dwelling Unit			*AV per Bldg. Sq. Ft.*						
Assumption	*$ 425,000*	*$ 200,000*		*$ 250*	*$ 250*	*$ 100*				
2020	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.000	**$0**
2021	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.030	**$0**
2022	$0	$0	**$0**	$3,125,000	$0	$0	**$3,125,000**	**$3,125,000**	1.061	**$3,315,313**
2023	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	1.093	**$13,659,088**
2024	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	1.126	**$14,068,860**
2025	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	1.159	**$14,490,926**
2026	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	1.194	**$14,925,654**
2027	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.230	**$23,060,135**
2028	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.267	**$23,751,939**
2029	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.305	**$24,464,497**
2030	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.344	**$25,198,432**
2031	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.384	**$25,954,385**
2032	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.426	**$26,733,017**
2033	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.469	**$27,535,007**
2034	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.513	**$28,361,057**
2035	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.558	**$29,211,889**
2036	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.605	**$30,088,246**
2037	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.653	**$30,990,893**
2038	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.702	**$31,920,620**
2039	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.754	**$32,878,238**
2040	$0	$0	**$0**	$25,000,000	$0	$0	**$25,000,000**	**$25,000,000**	1.806	**$45,152,781**
2041	$0	$0	**$0**	$25,000,000	$0	$0	**$25,000,000**	**$25,000,000**	1.860	**$46,507,364**
2042	$0	$0	**$0**	$25,000,000	$0	$0	**$25,000,000**	**$25,000,000**	1.916	**$47,902,585**
2043	$0	$0	**$0**	$25,867,500	$0	$0	**$25,867,500**	**$25,867,500**	1.974	**$51,051,749**
2044	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	2.033	**$38,114,889**
2045	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	2.094	**$39,258,336**
2046	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	2.157	**$40,436,086**
2047	$0	$0	**$0**	$15,632,500	$0	$0	**$15,632,500**	**$15,632,500**	2.221	**$34,724,300**
2048	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	2.288	**$28,599,096**
2049	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	2.357	**$29,457,069**
2050	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	2.427	**$30,340,781**
2051	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	2.500	**$31,251,004**
2052	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	2.575	**$32,188,534**
2053	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	2.652	**$33,154,190**
2054	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	2.732	**$34,148,816**
2055	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	2.814	**$35,173,281**
2056	$0	$0	**$0**	$13,775,000	$0	$0	**$13,775,000**	**$13,775,000**	2.898	**$39,923,784**
2057	$0	$0	**$0**	$6,250,000	$0	$0	**$6,250,000**	**$6,250,000**	2.985	**$18,657,667**
2058	$0	$0	**$0**	$6,250,000	$0	$0	**$6,250,000**	**$6,250,000**	3.075	**$19,217,397**
2059	$0	$0	**$0**	$6,250,000	$0	$0	**$6,250,000**	**$6,250,000**	3.167	**$19,793,919**
2060	$0	$0	**$0**	$6,250,000	$0	$0	**$6,250,000**	**$6,250,000**	3.262	**$20,387,736**

av st ann

Source: San Joaquin County; City of Stockton; LWA; EPS.

[1] Calculated as annual projected dwelling units/bldg. sq. ft. multiplied by AV per dwelling unit/bldg. sq. ft. See Table C-6 for development projections.
[2] Based on a 3 percent annual growth factor.

Attachment D: Tax Increment Revenue Forecast - Maximum Tax Rate Scenario

Table C-6
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Incremental Development Projections - Stockton

Stockton
Existing City and Annexation Areas

	Existing City							Annexation Area						
	Dwelling Units			Building Square Feet				Dwelling Units			Building Square Feet			
Fiscal Year Ending	Single Family Residential	Multifamily Residential	TOTAL	Retail	Office	Industrial	Total	Single Family Residential	Multifamily Residential	TOTAL	Retail	Office	Industrial	Total
2020	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2021	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2022	40	75	115	137,076	58,747	-	195,823	-	-	-	12,500	-	-	12,500
2023	80	-	80	116,652	49,994	-	166,645	-	-	-	50,000	-	-	50,000
2024	67	-	67	17,500	7,500	-	25,000	-	-	-	50,000	-	-	50,000
2025	-	-	-	17,500	7,500	-	25,000	-	-	-	50,000	-	-	50,000
2026	-	150	150	17,500	7,500	-	25,000	-	-	-	50,000	-	-	50,000
2027	-	150	150	17,500	7,500	-	25,000	-	-	-	75,000	-	-	75,000
2028	-	-	-	17,500	7,500	-	25,000	-	-	-	75,000	-	-	75,000
2029	-	-	-	17,500	7,500	-	25,000	-	-	-	75,000	-	-	75,000
2030	-	-	-	17,500	7,500	-	25,000	-	-	-	75,000	-	-	75,000
2031	-	-	-	17,500	7,500	-	25,000	-	-	-	75,000	-	-	75,000
2032	-	80	80	17,500	7,500	-	25,000	-	-	-	75,000	-	-	75,000
2033	-	80	80	17,500	7,500	400,000	425,000	-	-	-	75,000	-	-	75,000
2034	-	80	80	17,500	7,500	352,075	377,075	-	-	-	75,000	-	-	75,000
2035	-	80	80	17,500	7,500	352,075	377,075	-	-	-	75,000	-	-	75,000
2036	-	80	80	17,500	7,500	352,075	377,075	-	-	-	75,000	-	-	75,000
2037	-	80	80	17,500	7,500	352,075	377,075	-	-	-	75,000	-	-	75,000
2038	-	33	33	17,500	7,500	352,075	377,075	-	-	-	75,000	-	-	75,000
2039	-	-	-	17,500	7,500	352,075	377,075	-	-	-	75,000	-	-	75,000
2040	-	-	-	17,500	7,500	352,075	377,075	-	-	-	100,000	-	-	100,000
2041	-	-	-	17,500	7,500	352,075	377,075	-	-	-	100,000	-	-	100,000
2042	-	-	-	17,500	7,500	352,075	377,075	-	-	-	100,000	-	-	100,000
2043	-	-	-	17,500	7,500	352,075	377,075	-	-	-	103,470	-	-	103,470
2044	-	-	-	17,500	7,500	-	25,000	-	-	-	75,000	-	-	75,000
2045	-	-	-	17,500	7,500	-	25,000	-	-	-	75,000	-	-	75,000
2046	-	-	-	17,500	7,500	-	25,000	-	-	-	75,000	-	-	75,000
2047	-	-	-	17,500	7,500	-	25,000	-	-	-	62,530	-	-	62,530
2048	-	-	-	17,500	7,500	-	25,000	-	-	-	50,000	-	-	50,000
2049	-	-	-	17,500	7,500	-	25,000	-	-	-	50,000	-	-	50,000
2050	-	-	-	17,500	7,500	-	25,000	-	-	-	50,000	-	-	50,000
2051	-	-	-	20,055	8,595	-	28,650	-	-	-	50,000	-	-	50,000
2052	-	-	-	-	-	-	-	-	-	-	50,000	-	-	50,000
2053	-	-	-	-	-	-	-	-	-	-	50,000	-	-	50,000
2054	-	-	-	-	-	-	-	-	-	-	50,000	-	-	50,000
2055	-	-	-	-	-	-	-	-	-	-	50,000	-	-	50,000
2056	-	-	-	-	-	-	-	-	-	-	55,100	-	-	55,100
2057	-	-	-	-	-	-	-	-	-	-	25,000	-	-	25,000
2058	-	-	-	-	-	-	-	-	-	-	25,000	-	-	25,000
2059	-	-	-	-	-	-	-	-	-	-	25,000	-	-	25,000
2060	-	-	-	-	-	-	-	-	-	-	25,000	-	-	25,000
Total	187	888	1,075	746,282	319,835	3,920,750	4,986,868	-	-	-	2,433,600	-	-	2,433,600

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Source: San Joaquin County; City of Stockton; LWA; EPS.

APPENDIX D:

Supporting Tables for EIFD Revenue Analysis

Table D-1	Existing Land Use Assessed Value	D-33
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Table D-6	Preliminary Property Tax Allocations—City of Stockton Annexation Area	D-38

Table D-1
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Existing Land Use Assessed Value (2020$)

Land Use	FY 2020-21 Assessed Value [1] Existing Land Value	Existing Land Improvement Value	**Total Existing Assessed Value**
City of Lathrop	$809,546,180	$2,380,385,113	**$3,189,931,293**
City of Manteca	$331,548,841	$717,766,158	**$1,049,314,999**
City of Stockton	$406,036,852	$987,179,747	**$1,393,216,599**
Unincorporated County [2]			
Lathrop Annexation Area	$32,967,236	$19,300,492	**$52,267,728**
Manteca Annexation Area	$6,897,128	$7,918,291	**$14,815,419**
Stockton Annexation Area	$87,605,502	$112,107,786	**$199,713,288**
Total Unincorporated County	**$127,469,866**	**$139,326,569**	**$266,796,435**

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Source: San Joaquin County; City of Manteca; City of Lathrop; City of Stockton; LWA; EPS.

[1] Includes FY 2020-21 total assessed value for parcels by jurisdiction, as provided by the County Auditor-Controller. The identified parcels are contained within the Project boundary and may not align with Tax Rate Area (TRA) boundaries. Details regarding implementing the tax increment allocation by jurisdiction will be determined at the time of EIFD formation.

[2] Reflects the FY 2020-21 total assessed value for parcels that are located within the unincorporated county, as provided by the County Auditor-Controller. These parcels are anticipated to be developed between 2021-2060 and annex to a proximate jurisdiction.

Table D-2
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Estimated Annexation Assessed Value (2020 and Real $)

Jurisdiction / Project	Estimated Timing of Annexation (Fiscal Year Ending) [1]	Escalated Assessed Value of Annexed Parcels (2020$) [2]	Escalation Factor [3]	Escalated Assessed Value of Annexed Parcels (Real $)
City of Stockton	2022	$199,713,288	1.06	$211,875,827
City of Manteca	2023	$14,815,419	1.09	$16,189,208
City of Lathrop	2025	$52,267,728	1.16	$60,592,622

av ann

Source: LWA; EPS.

[1] It is assumed that the full project acreage will be annexed into the City on the initial year of development for each project.
[2] Represents the loss of assessed value to the unincorporated San Joaquin County. Potential revenue from the newly developed TRAs within the City is calculated in the potential revenue from each jurisdiction. Refer to Table D-1 for details.
[3] Assumes a 3 percent annual escalation factor.

Attachment D: Tax Increment Revenue Forecast - Maximum Tax Rate Scenario

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Table D-3
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Gross Property Tax Revenue and Tax Allocation Percentages - Fiscal Year 2020-21

	2020-21 Gross Property Tax Revenue			Tax Allocation Percentage	
TRA [1]	City	County	Total	City	County
Lathrop					
TRA: 007-000	$82,442	$123,718	$678,334	12.15%	18.24%
TRA: 007-007	$289,047	$328,940	$2,318,678	12.47%	14.19%
TRA: 007-008	$467	$606	$3,950	11.82%	15.34%
TRA: 007-012	$39,102	$56,018	$313,134	12.49%	17.89%
TRA: 007-013	$119,036	$106,303	$661,636	17.99%	16.07%
TRA: 007-014	$1,063,665	$1,906,379	$9,853,335	10.79%	19.35%
TRA: 007-022	$85,551	$121,875	$689,323	12.41%	17.68%
TRA: 007-029	$4,350	$5,426	$37,038	11.75%	14.65%
TRA: 007-041	$88,366	$98,436	$578,696	15.27%	17.01%
TRA: 007-043	$288,792	$374,305	$2,209,023	13.07%	16.94%
TRA: 007-046	$989,152	$916,810	$5,653,075	17.50%	16.22%
TRA: 007-047	$7,017	$9,995	$56,190	12.49%	17.79%
TRA: 007-048	$189,204	$169,785	$1,065,719	17.75%	15.93%
TRA: 007-071	$802,914	$1,114,693	$6,188,351	12.97%	18.01%
TRA: 007-074	$5,570	$21,061	$102,361	5.44%	20.58%
TRA: 007-091	$181,972	$1,637,751	$6,961,184	2.61%	23.53%
TRA: 007-092	$21,321	$85,283	$414,996	5.14%	20.55%
TRA: 007-093	$272	$1,090	$5,930	4.59%	18.38%
TRA: 007-095	$0	$34,298	$129,149	0.00%	26.56%
Total Lathrop	**$4,258,238**	**$7,112,774**	**$37,920,102**	**11.23%**	**18.76%**
Manteca					
TRAs [2]					
TRA: 002-000	$6,133,116	$8,411,167	$42,568,079	14.41%	19.76%
TRA: 002-060	$111,410	$165,849	$836,788	13.31%	19.82%
TRA: 002-063	$193,705	$335,544	$1,515,697	12.78%	22.14%
TRA: 002-088	$172,456	$262,585	$1,318,366	13.08%	19.92%
Subtotal	**$6,610,686**	**$9,175,146**	**$46,238,929**	**14.30%**	**19.84%**
Total Manteca	**$6,610,686**	**$9,175,146**	**$46,238,929**		
Stockton					
TRA: 003-159	$136,444	$161,150	$799,722	17.06%	20.15%
TRA: 003-238	$2,038,727	$2,411,802	$11,974,116	17.03%	20.14%
TRA: 003-240	$123,480	$168,345	$720,887	17.13%	23.35%
TRA: 003-289	$96,770	$113,258	$564,075	17.16%	20.08%
TRA: 003-312	$6,487	$11,238	$46,985	13.81%	23.92%
TRA: 003-455	$5,051	$20,203	$89,318	5.65%	22.62%
TRA: 003-463	$25,521	$100,124	$333,024	7.66%	30.07%
TRA: 003-464	-$179	-$212	-$1,045	17.15%	20.25%
TRA: 003-479	$0	$0	$0	0.00%	0.00%
TRA: 003-481	$2,383	$9,531	$42,136	5.65%	22.62%
Total Stockton	**$2,434,684**	**$2,995,439**	**$14,569,218**	**16.71%**	**20.56%**
TOTAL	**$13,303,608**	**$19,283,358**	**$98,728,249**		

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Source: San Joaquin County Assessor; San Joaquin County Auditor-Controller; EPS.

[1] For each city, includes all TRAs in the existing city boundary within the Mossdale Tract boundary. This differs from the allocations used in the individual City fiscal impact analyses because those analyses include only the allocation for TRAs with anticipated development.

[2] City of Manteca TRA's reflect only those TRAs within the Mossdale Tract boundary that are not included in a redevelopment area.

Attachment D: Tax Increment Revenue Forecast - Maximum Tax Rate Scenario

Table D-4
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Preliminary Property Tax Allocations - City of Lathrop Annexation Area

City of Lathrop Annexation Areas

Tax Code	Entity	Existing Tax Rate Area (TRA) Post-ERAF 102-100	Existing Tax Rate Area (TRA) Post-ERAF 102-121	Adjusted Existing Base Revenue [1] 102-100	Adjusted Existing Base Revenue [1] 102-121	Property Tax Sharing Agreement [2]	Post Annexation Average Base Revenue	Post Annexation Average Post-ERAF Distribution
Formula		*a*	*b*	*c*	*d*	*e*	*f = e * ($20,642 + $39,050)*	*g = f / $172,070*
Subject to Detachment								
10001	County General Fund	19.80000%	22.38190%	$12,654	$24,209	80%	$47,754	27.75259%
10527	Road District #5	3.87760%	4.26700%	$2,478	$4,615	-	-	0.00000%
14901	Lathrop-Manteca Fire District (LMFD)	8.62190%	0.00000%	$5,510	$0	-	-	0.00000%
14401	French Camp McKinley Rural Fire	0.00000%	9.45470%	$0	$10,226	-	-	0.00000%
40600	City of Lathrop	0.00000%	0.00000%	-	-	20%	$11,938	6.93815%
	Subtotal	**32.29950%**	**36.10360%**	**$20,642**	**$39,050**	**100%**	**$59,692**	**27.75259%**
Not Subject to Detachment								
10618	County Library	1.59760%	1.80310%	$1,021	$1,950	-	$2,971	1.72677%
12601	Manteca Unified School District	26.25470%	29.62960%	$16,779	$32,048	-	$48,827	28.37611%
13001	San Joaquin Delta Community College	3.55440%	4.01150%	$2,272	$4,339	-	$6,610	3.84172%
13201	San Joaquin County Office of Education	1.26400%	1.38930%	$808	$1,503	-	$2,310	1.34276%
16001	San Joaquin Flood Control	0.15580%	0.17590%	$100	$190	-	$290	0.16844%
21901	Mosquito Abatement	0.69960%	0.78940%	$447	$854	-	$1,301	0.75605%
22001	Reclamation District #17	0.00000%	0.00000%	$0	$0	-	$0	0.00000%
24601	South San Joaquin Irrigation	5.27940%	0.00000%	$3,374	$0	-	$3,374	1.96082%
25301	CSA No. 4 Lathrop	1.54290%	0.00000%	$986	$0	-	$986	0.57305%
41100	Education Revenue Augmentation Fund (ERAF)	27.35210%	26.09760%	$17,480	$28,227	-	$45,708	26.56353%
	Subtotal	**67.70050%**	**63.89640%**	**$43,267**	**$69,111**	**0%**	**$112,378**	**65.30926%**
Total		**100.00000%**	**100.00000%**	**$63,909**	**$108,161**	**100%**	**$172,070**	**100.00000%**

Source: San Joaquin County Auditor-Controller; EPS.

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[1] Provided by the San Joaquin County Auditor-Controller.
[2] Based on the most recent tax-sharing agreement between San Joaquin County and the City of Lathrop dated November 2012 related to annexed areas to the City.

Attachment D: Tax Increment Revenue Forecast - Maximum Tax Rate Scenario

Table D-5
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Preliminary Property Tax Allocations - City of Manteca Annexation Areas

City of Manteca Annexation Areas

Tax Code	Entity	Existing Tax Rate Area (TRA) Post-ERAF Distribution [1]		Gross Revenue (FY 2019-20) [1]			Property Tax Sharing Agreement [2]	Post Annexation Average	
		TRA 102-136	TRA 102-001	TRA 102-136	TRA 102-001	Total		Base Revenue	Post-ERAF Distribution
Formula		*a*	*b*	*e*	*f*	*g = e + f*	*h*	*e = d * $396,888*	*f = e / $1,197,578*
Subject to Detachment									
10001	County General	20.32600%	20.29360%	$228,594	$14,804	$243,398	80%	$317,510	26.51271%
10527	Road District 5	3.97920%	3.97840%	$44,751	$2,902	$47,653	-	-	0.00000%
14901	Lathrop-Manteca Rural Fire	8.83690%	8.84610%	$99,384	$6,453	$105,837	-	-	0.00000%
40200	City of Manteca	0.00000%	0.00000%	-	-	-	20%	$79,378	6.62818%
	Subtotal	**33.14210%**	**33.11810%**	**$372,728**	**$24,160**	**$396,888**	**100%**	**$396,888**	**33.14089%**
Not Subject to Detachment									
10618	County Library	1.63940%	1.63910%	$18,437	$1,196	$19,633	-	$19,633	1.63940%
12601	Manteca Unified Schools	26.94230%	26.93720%	$303,000	$19,651	$322,650	-	$322,650	26.94192%
13001	S.J. Delta Comm College	3.64750%	3.64670%	$41,021	$2,660	$43,681	-	$43,681	3.64745%
13201	County Office Of Education	1.28960%	1.31780%	$14,501	$961	$15,463	-	$15,463	1.29115%
16001	Sjc Flood Control	0.16000%	0.15990%	$1,799	$117	$1,916	-	$1,916	0.15997%
21901	Sjc Mosquito Abatement	0.71800%	0.71790%	$8,075	$524	$8,598	-	$8,598	0.71797%
24601	South San Joaquin Irrigation	5.41160%	5.41660%	$60,861	$3,951	$64,813	-	$64,813	5.41200%
41100	ERAF - Educational Revenue Augmentation Fund	27.04950%	27.04670%	$304,205	$19,731	$323,936	-	$323,936	27.04926%
	Subtotal	**66.85790%**	**66.88190%**	**$751,899**	**$48,791**	**$800,690**	**0%**	**$800,690**	**66.85911%**
Total		**100.00000%**	**100.00000%**	**$1,124,627**	**$72,951**	**$1,197,578**	**100%**	**$1,197,578**	**100.00000%**

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Source: San Joaquin County Auditor-Controller; EPS.

[1] Provided by the San Joaquin County Auditor-Controller.
[2] Based on the most recent tax-sharing agreement between San Joaquin County and the City of Manteca dated November 2018 related to annexed areas to the City.

Attachment D: Tax Increment Revenue Forecast - Maximum Tax Rate Scenario

Table D-6
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Preliminary Property Tax Allocations - City of Stockton Annexation Area

City of Stockton Annexation Areas

Tax Code	Entity	Existing Tax Rate Area (TRA) Post-ERAF Distribution [1] TRA 102-135	TRA 102-032	Gross Revenue (FY 2019-20) [1] TRA 102-135	TRA 102-032 [2]	Total	Property Tax Sharing Agreement [3]	Post Annexation Average Base Revenue	Post-ERAF Distribution
Formula		*a*	*b*	*e*	*f*	*g = e + f*	*h*	*e = d * $278,126*	*f = e / $769,158*
Subject to Detachment									
10001	County General	22.29650%	22.30610%	$172,291	($796)	$171,495	80%	$222,501	28.92784%
10527	Road District 1	4.26040%	4.26030%	$32,921	($152)	$32,769	-	-	0.00000%
14401	French Camp-Mc Kinley Rural Fire	9.60300%	9.60300%	$74,205	($343)	$73,862	-	-	0.00000%
40400	City of Stockton	0.00000%	0.00000%	-	-	-	20%	$55,625	7.23196%
	Subtotal	**36.15990%**	**36.16940%**	**$279,417**	**($1,291)**	**$278,126**	**100%**	**$278,126**	**36.15980%**
Not Subject to Detachment									
10618	County Library	1.80010%	1.80010%	$13,910	($64)	$13,846	-	$13,846	1.80013%
12601	Manteca Unified Schools	29.58380%	29.58380%	$228,602	($1,056)	$227,546	-	$227,546	29.58378%
13001	S.J. Delta Comm College	4.00510%	4.00510%	$30,949	($143)	$30,806	-	$30,806	4.00514%
13201	County Office Of Education	1.43850%	1.42890%	$11,116	($51)	$11,065	-	$11,065	1.43855%
16001	Sjc Flood Control	0.17560%	0.17570%	$1,357	($6)	$1,351	-	$1,351	0.17564%
21901	Sjc Mosquito Abatement	0.78840%	0.78840%	$6,092	($28)	$6,064	-	$6,064	0.78838%
41100	ERAF - Educational Revenue Augmentation Fund	26.04860%	26.04860%	$201,285	($930)	$200,355	-	$200,355	26.04859%
	Subtotal	**63.84010%**	**63.83060%**	**$493,311**	**($2,279)**	**$491,032**	-	**$491,032**	**63.84020%**
Total		**100.00000%**	**100.00000%**	**$772,729**	**($3,570)**	**$769,158**	**100%**	**$769,158**	**100.00000%**

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Source: San Joaquin County Auditor-Controller; EPS.

[1] Provided by the San Joaquin County Auditor-Controller.
[2] Based on information provided by the Auditor-Controller's office, a negative gross revenue value is a result of base revenue transfers from the jurisdictional changes when the TRA was formed or other jurisdictional changes that may occur in the TRA since formation.
[3] Based on the most recent tax-sharing agreement between San Joaquin County and the City of Stockton dated August 2015 related to annexed areas to the City.

ATTACHMENT E:

Tax Increment Revenue Forecast—
Variable Tax Rate Scenario

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Table 1
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Property Tax Summary for Fiscal Years 2021-22 through 2060-61 (Real $)

Item	Cumulative Revenue (Fiscal Years 2021-22 through 2060-61)			
	Lathrop	Manteca [1]	Stockton	**Total**
Gross Property Tax Revenue	**$1,544,565,674**	**$1,244,240,951**	**$737,774,390**	**$3,526,581,015**
Property Tax Revenue to City	$575,599,567	$487,483,443	$303,607,652	**$1,366,690,662**
Property Tax Revenue to County	$968,966,108	$756,757,507	$434,166,739	**$2,159,890,354**
EIFD Revenue	**$79,533,446**	**$79,468,741**	**$32,951,135**	**$191,953,322**
EIFD Revenue from City	$25,515,558	$26,012,419	$11,430,371	$62,958,349
Percentage of Gross Property Tax Revenue	4%	5%	4%	5%
EIFD Revenue from County	$54,017,887	$53,456,322	$21,520,764	$128,994,973
Percentage of Gross Property Tax Revenue	6%	7%	5%	6%
Net Property Tax Revenue [2]	**$1,465,032,229**	**$1,164,772,210**	**$704,823,255**	**$3,334,627,694**
Property Tax Revenue to City [2]	$550,084,008	$461,471,024	$292,177,281	**$1,303,732,313**
Property Tax Revenue to County [2]	$914,948,220	$703,301,186	$412,645,975	**$2,030,895,381**

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Source: EPS.

[1] Represents non-redevelopment area parcels only.
[2] Estimated property tax revenue to jurisdictions are net of an assumed contribution to an EIFD.

Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

Table 2
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
EIFD Revenue Summary for Fiscal Years 2021-22 through 2060-61 (Real $)

Fiscal Year Ending	Annual EIFD Revenue (Fiscal Years 2021-22 through 2060-61)			
	Lathrop [1]	Manteca [1]	Stockton [1]	**Total**
2021	$0	$0	$0	$0
2022	$0	$0	$0	$0
2023	$507,063	$268,832	$129,406	$905,301
2024	$954,579	$770,889	$273,414	$1,998,882
2025	$1,320,436	$1,184,477	$380,432	$2,885,345
2026	$1,726,942	$1,722,524	$460,687	$3,910,153
2027	$2,148,215	$2,154,898	$578,517	$4,881,630
2028	$2,603,821	$2,548,729	$711,980	$5,864,529
2029	$3,040,526	$2,944,633	$815,180	$6,800,338
2030	$3,469,486	$3,371,483	$922,655	$7,763,624
2031	$1,584,174	$1,665,506	$487,280	$3,736,961
2032	$1,721,306	$1,867,209	$539,776	$4,128,290
2033	$1,864,053	$2,077,833	$605,391	$4,547,277
2034	$1,468,340	$1,686,433	$513,201	$3,667,974
2035	$1,577,858	$1,862,613	$584,813	$4,025,284
2036	$1,684,506	$2,019,529	$659,788	$4,363,823
2037	$1,795,265	$2,167,871	$738,265	$4,701,401
2038	$1,893,923	$2,302,503	$820,385	$5,016,811
2039	$1,996,018	$2,410,775	$900,631	$5,307,424
2040	$2,101,666	$2,523,165	$980,384	$5,605,216
2041	$2,239,289	$2,636,308	$1,067,519	$5,943,116
2042	$2,383,750	$2,733,149	$1,158,529	$6,275,427
2043	$2,533,995	$2,833,121	$1,253,567	$6,620,684
2044	$2,690,243	$2,936,325	$1,353,383	$6,979,950
2045	$1,351,287	$1,441,357	$676,078	$3,468,722
2046	$1,431,308	$1,493,455	$712,380	$3,637,143
2047	$1,514,503	$1,547,236	$750,029	$3,811,769
2048	$1,600,991	$1,602,755	$787,946	$3,991,692
2049	$1,690,894	$1,660,068	$826,073	$4,177,035
2050	$1,784,339	$1,719,231	$865,556	$4,369,126
2051	$1,881,458	$1,780,306	$906,441	$4,568,205
2052	$1,981,534	$1,843,352	$949,160	$4,774,046
2053	$2,085,511	$1,908,434	$990,310	$4,984,254
2054	$2,193,531	$1,975,616	$1,032,851	$5,201,998
2055	$2,305,745	$2,044,967	$1,076,830	$5,427,542
2056	$2,422,307	$2,116,076	$1,122,295	$5,660,678
2057	$2,543,376	$2,184,395	$1,169,897	$5,897,668
2058	$2,669,118	$2,254,763	$1,215,467	$6,139,348
2059	$2,799,705	$2,327,242	$1,262,495	$6,389,442
2060	$2,935,313	$2,401,895	$1,311,028	$6,648,236
2061	$3,037,073	$2,478,788	$1,361,114	$6,876,974
Total	**$79,533,446**	**$79,468,741**	**$32,951,135**	**$191,953,322**

EIFD rev

Source: EPS.

[1] Includes both City and County EIFD revenue resulting from the tax increment of existing and new development following the base year of each jurisdiction.

Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

Table 3
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Net Fiscal Impact After EIFD Contribution (Real and Current 2020 $)

Impacts of EIFD from New Development Only

Jurisdiction / Item	Formula	Net Fiscal Impact by Fiscal Year Ending					
		2025	2030	2035	2040	2050	2060
EIFD Allocation [1]		*[1] [2]*	*13%*	*10%*	*10%*	*5%*	*5%*
Lathrop							
EIFD Allocation							
Estimated EIFD Allocation (Real $) [3]	*a*	$152,452	$396,739	$584,910	$780,116	$663,797	$1,093,301
Discount Factor	*b*	1.16	1.34	1.56	1.81	2.43	3.26
Estimated EIFD Allocation (Current 2020$)	*c = a / b*	$131,506	$295,211	$375,431	$431,931	$273,476	$335,159
Net Fiscal Impact [4]							
Net Fiscal Surplus/(Deficit) (2020$)	*d*	$264,000	$3,276,000	$4,303,000	$4,691,000	$1,568,000	($1,381,000)
Net Fiscal Surplus/(Deficit) (after EIFD Contribution) [3]	***e = d - c***	**$132,494**	**$2,980,789**	**$3,927,569**	**$4,259,069**	**$1,294,524**	**($1,716,159)**
Manteca							
EIFD Allocation							
Estimated EIFD Allocation (Real $) [3]	*f*	$80,855	$219,499	$724,777	$972,006	$666,094	$933,448
Discount Factor	*g*	1.16	1.34	1.56	1.81	2.43	3.26
Estimated EIFD Allocation (Current 2020$)	*h = f / g*	$69,746	$163,328	$465,206	$538,176	$274,422	$286,155
Net Fiscal Impact [4]							
Net Fiscal Surplus/(Deficit) (2020$)	*i*	($962,000)	$1,245,000	$3,225,000	$3,921,000	$4,777,000	$5,199,000
Net Fiscal Surplus/(Deficit) (after EIFD Contribution) [3]	***j - i - h***	**($1,031,746)**	**$1,081,672**	**$2,759,794**	**$3,382,824**	**$4,502,578**	**$4,912,845**
Stockton							
EIFD Allocation							
Estimated EIFD Allocation (Real $) [3]	*k*	$6,118	$13,783	$235,997	$395,157	$340,979	$510,750
Discount Factor	*l*	1.16	1.34	1.56	1.81	2.43	3.26
Estimated EIFD Allocation (Current 2020$)	*m = k / l*	$5,277	$10,256	$151,477	$218,789	$140,479	$156,574
Net Fiscal Impact [4]							
Net Fiscal Surplus/(Deficit) (2020$)	*n*	($1,639,000)	($920,000)	($6,000)	$1,244,000	$3,367,000	$4,238,000
Net Fiscal Surplus/(Deficit) (after EIFD Contribution) [3]	***o - n - m***	**($1,644,277)**	**($930,256)**	**($157,477)**	**$1,025,211**	**$3,226,521**	**$4,081,426**
San Joaquin County							
EIFD Allocation							
Estimated EIFD Allocation (Real $) [3]	*p*	$2,645,921	$7,129,499	$2,479,601	$3,457,937	$2,698,256	$4,110,737
Discount Factor	*q*	1.16	1.34	1.56	1.81	2.43	3.26
Estimated EIFD Allocation (Current 2020$)	*r = p / q*	$2,282,394	$5,305,017	$1,591,561	$1,914,576	$1,111,646	$1,260,175
Net Fiscal Impact [4]							
Net Fiscal Surplus/(Deficit) (2020$)	*s*	$5,962,000	$12,508,000	$17,554,000	$20,498,000	$23,825,000	$25,709,000
Net Fiscal Surplus/(Deficit) (after EIFD Contribution) [3]	***t = s - r***	**$3,679,606**	**$7,202,983**	**$15,962,439**	**$18,583,424**	**$22,713,354**	**$24,448,825**

fiscal

Source: EPS.

NOTE: All fiscal impact analysis assumptions in this analysis, including assessed values, property tax allocations, and property tax revenues for each jurisdiction, are derived from fiscal impact analyses prepared in 2021 and based on Fiscal Year (FY) 2020-21 budgets, current 2020 market-based assumptions, and the current Project boundary identified in 2019.

[1] This analysis uses annual EIFD revenue requirements provided by LWA to estimate the annual EIFD funding goals and the corresponding allocations for each affected taxing entity (ATE). The initial EIFD allocation (FY ending 2023 through 2028) are based on negotiations between all ATEs and vary by ATE. For all years following FY ending 2028, allocation rates are assumed to be consistent across all ATEs and step down over time as funding needs change. A listing of all allocation rates by ATE is provided in Table 4.

[2] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[3] The EIFD contribution omits EIFD revenue derived from growth of existing development and includes EIFD revenue derived from new development only.

[4] This analysis is an interim draft analysis. Fiscal surplus/deficit estimates are anticipated to change as additional edits are made to the Fiscal Impact Analyses completed for each jurisdiction.

Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

Table 4
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Analysis Assumptions

Item	Jurisdiction					
	Lathrop		Manteca		Stockton	
	Existing City	Annexation Areas	Existing City	Annexation Areas	Existing City	Annexation Areas
Tax Increment [1]						
Existing City General Fund Property Tax Allocation [2]	11.23%	6.94%	14.30%	6.63%	16.71%	7.23%
Initial Percentage Of City Tax Increment to EIFD	10.00%	10.00%	5.00%	5.00%	1.00%	1.00%
Percentage of City Tax Increment to EIFD beginning FY ending 2030	13.00%	13.00%	13.00%	13.00%	13.00%	13.00%
Percentage of City Tax Increment to EIFD beginning FY ending 2033	9.50%	9.50%	9.50%	9.50%	9.50%	9.50%
Percentage of City Tax Increment to EIFD beginning FY ending 2044	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Existing County General Fund Property Tax Allocation [2]	18.76%	27.75%	19.84%	26.51%	20.56%	28.93%
Initial Percentage Of County Tax Increment to EIFD	45.87%	45.87%	45.87%	45.87%	45.87%	45.87%
Percentage of County Tax Increment to EIFD beginning FY ending 2030	13.00%	13.00%	13.00%	13.00%	13.00%	13.00%
Percentage of County Tax Increment to EIFD beginning FY ending 2033	9.50%	9.50%	9.50%	9.50%	9.50%	9.50%
Percentage of County Tax Increment to EIFD beginning FY ending 2044	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Assessed Value per Dwelling Unit (2020$)						
Low Density Residential	$525,000	$525,000	$500,000	$500,000	$425,000	$425,000
High Density Residential	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000
Assessed Value per Nonresidential Building Sq. Ft. (2020$)						
Retail Commercial	$250	$250	$250	$250	$250	$250
Office Commercial	$250	$250	$250	$250	$250	$250
Industrial	$100	$100	$100	$100	$100	$100
AV Annual Growth						
Existing AV Growth [3]	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
New Development Annual Sales Price Increase	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%

assumps

Source: The Gregory Group; San Joaquin County; Costar; Colliers, International; CBRE; San Joaquin County Auditor-Controller; LWA; EPS.

NOTE: All fiscal impact analysis assumptions in this analysis, including assessed values, property tax allocations, and property tax revenues for each jurisdiction, are derived from fiscal impact analyses prepared in 2021 and based on Fiscal Year (FY) 2020-21 budgets, current 2020 market-based assumptions, and the current Project boundary identified in 2019.

[1] This analysis uses annual EIFD revenue requirements provided by LWA to estimate the annual EIFD funding goals and the corresponding allocations for each ATE. The initial EIFD allocation (FY ending 2023 through 2028) are based on negotiations between all ATEs and vary by ATE. For all years following FY ending 2028, allocation rates are assumed to be consistent across all ATEs and step down over time as funding needs change.
[2] Refer to Table D-3 for details pertaining to property tax allocations for existing City and unincorporated areas.
Refer to Table D-5, Table D-6, and Table D-4 for additional details pertaining to the calculation of property tax allocations for annexation areas.
[3] Assumes 2 percent annual growth plus an additional 1 percent to account for annual turnover.

Table 5
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue Summary - Lathrop (Real $)

Lathrop
Existing City and Annexation Areas

Fiscal Year Ending	Net City Property Tax Revenue [1]			Net County Property Tax Revenue [1]			EIFD Revenue		
	Existing City Boundaries	Annexation Areas	Total	Existing City Boundaries	Annexation Areas	Total	City EIFD Revenue	County EIFD Revenue	Total
	Table 6	*Table 7*		*Table 6*	*Table 7*				
2021	$3,689,598	$0	$3,689,598	$6,162,942	$0	$6,162,942	$0	$0	$0
2022	$3,800,286	$0	$3,800,286	$6,347,830	$0	$6,347,830	$0	$0	$0
2023	$4,327,174	$0	$4,327,174	$6,877,190	$0	$6,877,190	$58,543	$448,520	$507,063
2024	$4,792,188	$0	$4,792,188	$7,344,385	$0	$7,344,385	$110,211	$844,367	$954,579
2025	$5,172,350	$0	$5,172,350	$7,726,330	$0	$7,726,330	$152,452	$1,167,984	$1,320,436
2026	$5,583,653	$4,968	$5,588,621	$8,139,562	$11,953	$8,151,516	$198,704	$1,528,238	$1,726,942
2027	$6,009,634	$10,235	$6,019,869	$8,567,542	$24,624	$8,592,165	$246,620	$1,901,595	$2,148,215
2028	$6,470,595	$15,812	$6,486,407	$9,030,664	$38,044	$9,068,708	$298,458	$2,305,363	$2,603,821
2029	$6,911,189	$21,716	$6,932,905	$9,473,325	$52,246	$9,525,572	$348,069	$2,692,457	$3,040,526
2030	$7,342,976	$27,959	$7,370,935	$9,907,137	$67,267	$9,974,405	$396,739	$3,072,747	$3,469,486
2031	$7,707,912	$33,405	$7,741,317	$12,874,957	$133,621	$13,008,578	$588,890	$995,284	$1,584,174
2032	$8,038,971	$40,142	$8,079,113	$13,427,943	$160,568	$13,588,512	$639,365	$1,081,941	$1,721,306
2033	$8,383,401	$47,253	$8,430,654	$14,003,264	$189,012	$14,192,276	$691,894	$1,172,159	$1,864,053
2034	$8,931,843	$56,957	$8,988,800	$14,919,357	$227,829	$15,147,186	$544,651	$923,689	$1,468,340
2035	$9,307,136	$65,184	$9,372,321	$15,546,231	$260,737	$15,806,969	$584,910	$992,948	$1,577,858
2036	$9,683,934	$67,140	$9,751,074	$16,175,617	$268,559	$16,444,177	$624,668	$1,059,838	$1,684,506
2037	$10,075,288	$69,154	$10,144,442	$16,829,318	$276,616	$17,105,934	$665,961	$1,129,304	$1,795,265
2038	$10,423,361	$71,229	$10,494,590	$17,410,724	$284,915	$17,695,639	$702,717	$1,191,206	$1,893,923
2039	$10,783,576	$73,366	$10,856,941	$18,012,411	$293,462	$18,305,873	$740,754	$1,255,264	$1,996,018
2040	$11,156,348	$75,566	$11,231,914	$18,635,072	$302,266	$18,937,338	$780,116	$1,321,551	$2,101,666
2041	$11,643,062	$77,833	$11,720,895	$19,448,058	$311,334	$19,759,392	$831,445	$1,407,844	$2,239,289
2042	$12,154,044	$80,168	$12,234,213	$20,301,581	$320,674	$20,622,255	$885,329	$1,498,420	$2,383,750
2043	$12,685,532	$82,574	$12,768,106	$21,189,355	$330,294	$21,519,649	$941,373	$1,592,622	$2,533,995
2044	$13,238,296	$85,051	$13,323,346	$22,112,667	$340,203	$22,452,870	$999,658	$1,690,584	$2,690,243
2045	$14,366,329	$92,442	$14,458,771	$23,996,884	$369,769	$24,366,653	$502,232	$849,054	$1,351,287
2046	$14,997,091	$95,215	$15,092,307	$25,050,481	$380,862	$25,431,343	$532,085	$899,223	$1,431,308
2047	$15,652,923	$98,072	$15,750,995	$26,145,954	$392,288	$26,538,242	$563,122	$951,381	$1,514,503
2048	$16,334,762	$101,014	$16,435,776	$27,284,867	$404,056	$27,688,924	$595,390	$1,005,601	$1,600,991
2049	$17,043,577	$104,044	$17,147,621	$28,468,841	$416,178	$28,885,019	$628,932	$1,061,962	$1,690,894
2050	$17,780,373	$107,166	$17,887,539	$29,699,554	$428,663	$30,128,217	$663,797	$1,120,542	$1,784,339
2051	$18,546,193	$110,381	$18,656,573	$30,978,744	$441,523	$31,420,267	$700,034	$1,181,424	$1,881,458
2052	$19,335,331	$113,692	$19,449,023	$32,296,887	$454,769	$32,751,656	$737,375	$1,244,159	$1,981,534
2053	$20,155,280	$117,103	$20,272,383	$33,666,494	$468,412	$34,134,906	$776,172	$1,309,339	$2,085,511
2054	$21,007,179	$120,616	$21,127,795	$35,089,467	$482,464	$35,571,932	$816,479	$1,377,052	$2,193,531
2055	$21,892,205	$124,235	$22,016,440	$36,567,776	$496,938	$37,064,715	$858,353	$1,447,392	$2,305,745
2056	$22,811,581	$127,962	$22,939,542	$38,103,461	$511,846	$38,615,307	$901,850	$1,520,457	$2,422,307
2057	$23,766,569	$131,800	$23,898,370	$39,698,632	$527,202	$40,225,834	$947,030	$1,596,346	$2,543,376
2058	$24,758,481	$135,754	$24,894,236	$41,355,478	$543,018	$41,898,496	$993,956	$1,675,162	$2,669,118
2059	$25,788,672	$139,827	$25,928,499	$43,076,263	$559,308	$43,635,571	$1,042,691	$1,757,014	$2,799,705
2060	$26,858,545	$144,022	$27,002,567	$44,863,332	$576,088	$45,439,419	$1,093,301	$1,842,012	$2,935,313
2061	$27,659,171	$148,343	$27,807,513	$46,200,662	$593,370	$46,794,032	$1,131,231	$1,905,842	$3,037,073
TOTAL	**$547,066,607**	**$3,017,401**	**$550,084,008**	**$903,007,240**	**$11,940,980**	**$914,948,220**	**$25,515,558**	**$54,017,887**	**$79,533,446**

proj lath

Source: EPS.

[1] Includes property tax revenue from parcels within the Mossdale Tract boundary only.

Table 6
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Lathrop Existing City Boundaries (Real $)

Lathrop Existing City

Fiscal Year Ending	Beginning Assessed Value	Gross Property Tax Revenue	Net City and County Property Tax Revenue						
			City	City EIFD Amount [1]	**Net City**	County	County EIFD Amount [1]	**Net County**	**Total EIFD**
Formula	*a*	*b=a*1.0%*	*c=b*11.23%*	*d*	*e=c-d*	*f=b*18.76%*	*g*	*h=f-g*	*i=d+g*
2021	$3,285,629,232	$32,856,292	$3,689,598	$0	**$3,689,598**	$6,162,942	$0	**$6,162,942**	**$0**
2022	$3,384,198,109	$33,841,981	$3,800,286	$0	**$3,800,286**	$6,347,830	$0	**$6,347,830**	**$0**
2023	$3,905,532,003	$39,055,320	$4,385,718	$58,543	**$4,327,174**	$7,325,710	$448,520	**$6,877,190**	**$507,063**
2024	$4,365,643,245	$43,656,432	$4,902,400	$110,211	**$4,792,188**	$8,188,753	$844,367	**$7,344,385**	**$954,579**
2025	$4,741,797,337	$47,417,973	$5,324,802	$152,452	**$5,172,350**	$8,894,315	$1,167,984	**$7,726,330**	**$1,320,436**
2026	$5,148,763,973	$51,487,640	$5,781,805	$198,152	**$5,583,653**	$9,657,673	$1,518,110	**$8,139,562**	**$1,716,262**
2027	$5,570,254,018	$55,702,540	$6,255,117	$245,483	**$6,009,634**	$10,448,273	$1,880,731	**$8,567,542**	**$2,126,214**
2028	$6,026,354,958	$60,263,550	$6,767,296	$296,701	**$6,470,595**	$11,303,793	$2,273,129	**$9,030,664**	**$2,569,830**
2029	$6,462,303,917	$64,623,039	$7,256,845	$345,656	**$6,911,189**	$12,121,514	$2,648,189	**$9,473,325**	**$2,993,845**
2030	$6,889,538,634	$68,895,386	$7,736,608	$393,632	**$7,342,976**	$12,922,890	$3,015,752	**$9,907,137**	**$3,409,385**
2031	$7,383,952,317	$73,839,523	$8,291,810	$583,898	**$7,707,912**	$13,850,275	$975,318	**$12,874,957**	**$1,559,216**
2032	$7,722,816,475	$77,228,165	$8,672,338	$633,367	**$8,038,971**	$14,485,891	$1,057,948	**$13,427,943**	**$1,691,315**
2033	$8,075,366,926	$80,753,669	$9,068,234	$684,833	**$8,383,401**	$15,147,179	$1,143,915	**$14,003,264**	**$1,828,749**
2034	$8,433,602,373	$84,336,024	$9,470,515	$538,672	**$8,931,843**	$15,819,131	$899,774	**$14,919,357**	**$1,438,445**
2035	$8,802,887,679	$88,028,877	$9,885,204	$578,067	**$9,307,136**	$16,511,809	$965,578	**$15,546,231**	**$1,543,645**
2036	$9,173,652,934	$91,736,529	$10,301,555	$617,621	**$9,683,934**	$17,207,264	$1,031,646	**$16,175,617**	**$1,649,267**
2037	$9,558,741,506	$95,587,415	$10,733,990	$658,702	**$10,075,288**	$17,929,584	$1,100,267	**$16,829,318**	**$1,758,969**
2038	$9,901,242,319	$99,012,423	$11,118,601	$695,240	**$10,423,361**	$18,572,022	$1,161,298	**$17,410,724**	**$1,856,538**
2039	$10,255,690,313	$102,556,903	$11,516,629	$733,053	**$10,783,576**	$19,236,870	$1,224,459	**$18,012,411**	**$1,957,511**
2040	$10,622,494,068	$106,224,941	$11,928,531	$772,183	**$11,156,348**	$19,924,893	$1,289,821	**$18,635,072**	**$2,062,004**
2041	$11,101,416,110	$111,014,161	$12,466,336	$823,275	**$11,643,062**	$20,823,220	$1,375,162	**$19,448,058**	**$2,198,437**
2042	$11,604,218,379	$116,042,184	$13,030,958	$876,914	**$12,154,044**	$21,766,339	$1,464,758	**$20,301,581**	**$2,341,672**
2043	$12,127,197,510	$121,271,975	$13,618,238	$932,705	**$12,685,532**	$22,747,305	$1,557,950	**$21,189,355**	**$2,490,656**
2044	$12,671,111,592	$126,711,116	$14,229,026	$990,730	**$13,238,296**	$23,767,539	$1,654,872	**$22,112,667**	**$2,645,603**
2045	$13,236,746,041	$132,367,460	$14,864,205	$497,876	**$14,366,329**	$24,828,515	$831,631	**$23,996,884**	**$1,329,507**
2046	$13,824,914,557	$138,249,146	$15,524,689	$527,598	**$14,997,091**	$25,931,758	$881,277	**$25,050,481**	**$1,408,875**
2047	$14,436,460,113	$144,364,601	$16,211,424	$558,501	**$15,652,923**	$27,078,850	$932,896	**$26,145,954**	**$1,491,397**
2048	$15,072,255,978	$150,722,560	$16,925,391	$590,630	**$16,334,762**	$28,271,429	$986,562	**$27,284,867**	**$1,577,192**
2049	$15,733,206,782	$157,332,068	$17,667,606	$624,029	**$17,043,577**	$29,511,192	$1,042,351	**$28,468,841**	**$1,666,381**
2050	$16,420,249,603	$164,202,496	$18,439,121	$658,748	**$17,780,373**	$30,799,897	$1,100,343	**$29,699,554**	**$1,759,091**
2051	$17,134,355,108	$171,343,551	$19,241,026	$694,833	**$18,546,193**	$32,139,363	$1,160,619	**$30,978,744**	**$1,855,452**
2052	$17,870,205,389	$178,702,054	$20,067,349	$732,018	**$19,335,331**	$33,519,617	$1,222,730	**$32,296,887**	**$1,954,748**
2053	$18,634,785,769	$186,347,858	$20,925,935	$770,654	**$20,155,280**	$34,953,761	$1,287,267	**$33,666,494**	**$2,057,921**
2054	$19,429,157,786	$194,291,578	$21,817,975	$810,796	**$21,007,179**	$36,443,785	$1,354,318	**$35,089,467**	**$2,165,114**
2055	$20,254,420,817	$202,544,208	$22,744,704	$852,499	**$21,892,205**	$37,991,753	$1,423,977	**$36,567,776**	**$2,276,475**
2056	$21,111,713,387	$211,117,134	$23,707,401	$895,820	**$22,811,581**	$39,599,799	$1,496,339	**$38,103,461**	**$2,392,159**
2057	$22,002,214,534	$220,022,145	$24,707,389	$940,820	**$23,766,569**	$41,270,136	$1,571,504	**$39,698,632**	**$2,512,323**
2058	$22,927,145,207	$229,271,452	$25,746,040	$987,559	**$24,758,481**	$43,005,053	$1,649,575	**$41,355,478**	**$2,637,134**
2059	$23,887,769,727	$238,877,697	$26,824,774	$1,036,102	**$25,788,672**	$44,806,922	$1,730,659	**$43,076,263**	**$2,766,761**
2060	$24,885,397,288	$248,853,973	$27,945,059	$1,086,515	**$26,858,545**	$46,678,198	$1,814,867	**$44,863,332**	**$2,901,381**
2061	$25,631,959,206	$256,319,592	$28,783,411	$1,124,241	**$27,659,171**	$48,078,544	$1,877,882	**$46,200,662**	**$3,002,123**

pt lath ex

Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] Refer to Table A-2 for details.

Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

Table 7
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Lathrop Annexation Area (Real $)

Lathrop Annexation Area

Fiscal Year Ending	Beginning Assessed Value [1]	Gross Property Tax Revenue	Net City and County Property Tax Revenue						
			City	City EIFD Amount [2]	**Net City**	County	County EIFD Amount [2]	**Net County**	**Total EIFD**
Formula	*a*	*b=a*1.0%*	*c=b*6.94%*	*d*	*e=c-d*	*f=b*27.75%*	*g*	*h=f-g*	*d+g*
2021	$0	$0	$0	$0	**$0**	$0	$0	**$0**	**$0**
2022	$0	$0	$0	$0	**$0**	$0	$0	**$0**	**$0**
2023	$0	$0	$0	$0	**$0**	$0	$0	**$0**	**$0**
2024	$0	$0	$0	$0	**$0**	$0	$0	**$0**	**$0**
2025	$0	$0	$0	$0	**$0**	$0	$0	**$0**	**$0**
2026	$7,956,388	$79,564	$5,520	$552	**$4,968**	$22,081	$10,128	**$11,953**	**$10,680**
2027	$16,390,159	$163,902	$11,372	$1,137	**$10,235**	$45,487	$20,863	**$24,624**	**$22,000**
2028	$25,322,795	$253,228	$17,569	$1,757	**$15,812**	$70,277	$32,234	**$38,044**	**$33,991**
2029	$34,776,639	$347,766	$24,129	$2,413	**$21,716**	$96,514	$44,268	**$52,246**	**$46,681**
2030	$44,774,923	$447,749	$31,066	$3,107	**$27,959**	$124,262	$56,995	**$67,267**	**$60,101**
2031	$55,341,805	$553,418	$38,397	$4,992	**$33,405**	$153,588	$19,966	**$133,621**	**$24,958**
2032	$66,502,402	$665,024	$46,140	$5,998	**$40,142**	$184,561	$23,993	**$160,568**	**$29,991**
2033	$78,282,827	$782,828	$54,314	$7,061	**$47,253**	$217,255	$28,243	**$189,012**	**$35,304**
2034	$90,710,226	$907,102	$62,936	$5,979	**$56,957**	$251,744	$23,916	**$227,829**	**$29,895**
2035	$103,812,814	$1,038,128	$72,027	$6,843	**$65,184**	$288,107	$27,370	**$260,737**	**$34,213**
2036	$106,927,199	$1,069,272	$74,188	$7,048	**$67,140**	$296,751	$28,191	**$268,559**	**$35,239**
2037	$110,135,015	$1,101,350	$76,413	$7,259	**$69,154**	$305,653	$29,037	**$276,616**	**$36,296**
2038	$113,439,065	$1,134,391	$78,706	$7,477	**$71,229**	$314,823	$29,908	**$284,915**	**$37,385**
2039	$116,842,237	$1,168,422	$81,067	$7,701	**$73,366**	$324,268	$30,805	**$293,462**	**$38,507**
2040	$120,347,504	$1,203,475	$83,499	$7,932	**$75,566**	$333,996	$31,730	**$302,266**	**$39,662**
2041	$123,957,929	$1,239,579	$86,004	$8,170	**$77,833**	$344,015	$32,681	**$311,334**	**$40,852**
2042	$127,676,667	$1,276,767	$88,584	$8,415	**$80,168**	$354,336	$33,662	**$320,674**	**$42,077**
2043	$131,506,967	$1,315,070	$91,241	$8,668	**$82,574**	$364,966	$34,672	**$330,294**	**$43,340**
2044	$135,452,176	$1,354,522	$93,979	$8,928	**$85,051**	$375,915	$35,712	**$340,203**	**$44,640**
2045	$139,515,742	$1,395,157	$96,798	$4,356	**$92,442**	$387,192	$17,424	**$369,769**	**$21,780**
2046	$143,701,214	$1,437,012	$99,702	$4,487	**$95,215**	$398,808	$17,946	**$380,862**	**$22,433**
2047	$148,012,250	$1,480,123	$102,693	$4,621	**$98,072**	$410,772	$18,485	**$392,288**	**$23,106**
2048	$152,452,618	$1,524,526	$105,774	$4,760	**$101,014**	$423,096	$19,039	**$404,056**	**$23,799**
2049	$157,026,196	$1,570,262	$108,947	$4,903	**$104,044**	$435,788	$19,610	**$416,178**	**$24,513**
2050	$161,736,982	$1,617,370	$112,216	$5,050	**$107,166**	$448,862	$20,199	**$428,663**	**$25,248**
2051	$166,589,092	$1,665,891	$115,582	$5,201	**$110,381**	$462,328	$20,805	**$441,523**	**$26,006**
2052	$171,586,764	$1,715,868	$119,049	$5,357	**$113,692**	$476,198	$21,429	**$454,769**	**$26,786**
2053	$176,734,367	$1,767,344	$122,621	$5,518	**$117,103**	$490,484	$22,072	**$468,412**	**$27,590**
2054	$182,036,398	$1,820,364	$126,300	$5,683	**$120,616**	$505,198	$22,734	**$482,464**	**$28,417**
2055	$187,497,490	$1,874,975	$130,089	$5,854	**$124,235**	$520,354	$23,416	**$496,938**	**$29,270**
2056	$193,122,415	$1,931,224	$133,991	$6,030	**$127,962**	$535,965	$24,118	**$511,846**	**$30,148**
2057	$198,916,087	$1,989,161	$138,011	$6,210	**$131,800**	$552,044	$24,842	**$527,202**	**$31,052**
2058	$204,883,570	$2,048,836	$142,151	$6,397	**$135,754**	$568,605	$25,587	**$543,018**	**$31,984**
2059	$211,030,077	$2,110,301	$146,416	$6,589	**$139,827**	$585,663	$26,355	**$559,308**	**$32,944**
2060	$217,360,979	$2,173,610	$150,808	$6,786	**$144,022**	$603,233	$27,145	**$576,088**	**$33,932**
2061	$223,881,809	$2,238,818	$155,333	$6,990	**$148,343**	$621,330	$27,960	**$593,370**	**$34,950**

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Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs.
[2] Refer to Table A-3 for details.

Table 8
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue Summary - Manteca (Real $)

Manteca
Existing City and
Annexation Areas

Fiscal Year Ending	Net City Property Tax Revenue [1]			Net County Property Tax Revenue [1]			EIFD Revenue		
	Existing City Boundaries	Annexation Areas	Total	Existing City Boundaries	Annexation Areas	Total	City EIFD Revenue	County EIFD Revenue	Total
	Table 9	*Table 10*		*Table 9*	*Table 10*				
2021	$1,545,190	$0	$1,545,190	$2,144,610	$0	$2,144,610	$0	$0	$0
2022	$1,591,546	$0	$1,591,546	$2,208,948	$0	$2,208,948	$0	$0	$0
2023	$1,872,151	$0	$1,872,151	$2,376,326	$0	$2,376,326	$19,577	$249,255	$268,832
2024	$2,488,437	$28,555	$2,516,992	$2,863,732	$65,085	$2,928,816	$53,516	$717,373	$770,889
2025	$2,977,611	$58,823	$3,036,434	$3,250,607	$134,075	$3,384,682	$80,855	$1,103,621	$1,184,477
2026	$3,634,077	$90,881	$3,724,959	$3,769,791	$207,145	$3,976,937	$117,093	$1,605,431	$1,722,524
2027	$4,139,196	$124,810	$4,264,006	$4,169,278	$284,480	$4,453,757	$145,464	$2,009,434	$2,154,898
2028	$4,585,619	$160,693	$4,746,312	$4,522,343	$366,268	$4,888,611	$170,849	$2,377,880	$2,548,729
2029	$5,029,311	$198,616	$5,227,927	$4,873,249	$452,707	$5,325,956	$196,197	$2,748,436	$2,944,633
2030	$5,509,972	$238,671	$5,748,643	$5,253,392	$544,003	$5,797,395	$223,603	$3,147,880	$3,371,483
2031	$5,629,134	$257,290	$5,886,425	$7,812,824	$1,029,162	$8,841,986	$655,415	$1,010,091	$1,665,506
2032	$6,108,893	$298,135	$6,407,028	$8,478,694	$1,192,541	$9,671,236	$733,207	$1,134,002	$1,867,209
2033	$6,606,429	$342,433	$6,948,861	$9,169,237	$1,369,730	$10,538,967	$814,170	$1,263,663	$2,077,833
2034	$7,354,920	$416,964	$7,771,884	$10,208,088	$1,667,855	$11,875,943	$658,355	$1,028,078	$1,686,433
2035	$7,923,591	$481,044	$8,404,634	$10,997,361	$1,924,175	$12,921,536	$724,777	$1,137,837	$1,862,613
2036	$8,408,147	$548,593	$8,956,741	$11,669,890	$2,194,373	$13,864,263	$782,732	$1,236,797	$2,019,529
2037	$8,850,919	$619,763	$9,470,682	$12,284,425	$2,479,051	$14,763,476	$836,682	$1,331,189	$2,167,871
2038	$9,231,086	$694,709	$9,925,794	$12,812,068	$2,778,835	$15,590,902	$884,456	$1,418,046	$2,302,503
2039	$9,619,385	$715,550	$10,334,935	$13,350,999	$2,862,200	$16,213,198	$927,405	$1,483,370	$2,410,775
2040	$10,022,802	$737,016	$10,759,819	$13,910,913	$2,948,066	$16,858,978	$972,006	$1,551,159	$2,523,165
2041	$10,427,875	$759,127	$11,187,002	$14,473,123	$3,036,507	$17,509,631	$1,016,848	$1,619,460	$2,636,308
2042	$10,766,523	$781,901	$11,548,423	$14,943,141	$3,127,603	$18,070,744	$1,054,788	$1,678,361	$2,733,149
2043	$11,116,232	$805,358	$11,921,590	$15,428,513	$3,221,431	$18,649,944	$1,093,960	$1,739,161	$2,833,121
2044	$11,477,363	$829,518	$12,306,882	$15,929,736	$3,318,074	$19,247,810	$1,134,405	$1,801,921	$2,936,325
2045	$12,422,114	$901,609	$13,323,723	$17,240,981	$3,606,434	$20,847,415	$557,130	$884,227	$1,441,357
2046	$12,828,486	$928,657	$13,757,143	$17,804,996	$3,714,628	$21,519,623	$577,553	$915,902	$1,493,455
2047	$13,248,122	$956,517	$14,204,638	$18,387,419	$3,826,066	$22,213,485	$598,639	$948,597	$1,547,236
2048	$13,681,451	$985,212	$14,666,663	$18,988,847	$3,940,848	$22,929,695	$620,410	$982,345	$1,602,755
2049	$14,128,916	$1,014,768	$15,143,685	$19,609,897	$4,059,074	$23,668,971	$642,887	$1,017,180	$1,660,068
2050	$14,590,978	$1,045,212	$15,636,189	$20,251,204	$4,180,846	$24,432,050	$666,094	$1,053,137	$1,719,231
2051	$15,068,107	$1,076,568	$16,144,675	$20,913,425	$4,306,271	$25,219,696	$690,055	$1,090,251	$1,780,306
2052	$15,560,794	$1,108,865	$16,669,659	$21,597,237	$4,435,460	$26,032,697	$714,792	$1,128,560	$1,843,352
2053	$16,069,541	$1,142,131	$17,211,672	$22,303,341	$4,568,523	$26,871,864	$740,332	$1,168,102	$1,908,434
2054	$16,594,869	$1,176,395	$17,771,263	$23,032,457	$4,705,579	$27,738,036	$766,700	$1,208,916	$1,975,616
2055	$17,137,314	$1,211,687	$18,349,001	$23,785,332	$4,846,746	$28,632,078	$793,923	$1,251,044	$2,044,967
2056	$17,693,168	$1,248,037	$18,941,205	$24,556,815	$4,992,149	$29,548,964	$821,828	$1,294,248	$2,116,076
2057	$18,221,937	$1,285,478	$19,507,416	$25,290,709	$5,141,913	$30,432,622	$848,508	$1,335,886	$2,184,395
2058	$18,766,570	$1,324,043	$20,090,613	$26,046,619	$5,296,171	$31,342,790	$875,989	$1,378,774	$2,254,763
2059	$19,327,542	$1,363,764	$20,691,306	$26,825,207	$5,455,056	$32,280,263	$904,294	$1,422,948	$2,327,242
2060	$19,905,343	$1,404,677	$21,310,020	$27,627,152	$5,618,707	$33,245,860	$933,448	$1,468,447	$2,401,895
2061	$20,500,478	$1,446,817	$21,947,295	$28,453,156	$5,787,269	$34,240,425	$963,476	$1,515,312	$2,478,788
TOTAL	**$432,662,140**	**$28,808,884**	**$461,471,024**	**$589,616,081**	**$113,685,104**	**$703,301,186**	**$26,012,419**	**$53,456,322**	**$79,468,741**

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Source: EPS.

[1] Includes property tax revenue from parcels within the Mossdale Tract boundary only.

Table 9
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Manteca Existing City Boundaries (Real $)

Manteca Existing City

Fiscal Year Ending	Beginning Assessed Value	Gross Property Tax Revenue	Net City and County Property Tax Revenue						
			City	City EIFD Amount [1]	Net City	County	County EIFD Amount [1]	Net County	Total EIFD
Formula	*a*	*b=a*1.0%*	*c=b*14.30%*	*d*	*e=c-d*	*f=b*19.84%*	*g*	*h=f-g*	*d+g*
2021	$1,080,794,449	$10,807,944	$1,545,190	$0	**$1,545,190**	$2,144,610	$0	**$2,144,610**	**$0**
2022	$1,113,218,282	$11,132,183	$1,591,546	$0	**$1,591,546**	$2,208,948	$0	**$2,208,948**	**$0**
2023	$1,323,183,556	$13,231,836	$1,891,729	$19,577	**$1,872,151**	$2,625,580	$249,255	**$2,376,326**	**$268,832**
2024	$1,776,936,999	$17,769,370	$2,540,451	$52,013	**$2,488,437**	$3,525,959	$662,227	**$2,863,732**	**$714,241**
2025	$2,137,101,205	$21,371,012	$3,055,370	$77,759	**$2,977,611**	$4,240,629	$990,022	**$3,250,607**	**$1,067,781**
2026	$2,620,438,428	$26,204,384	$3,746,388	$112,310	**$3,634,077**	$5,199,711	$1,429,919	**$3,769,791**	**$1,542,229**
2027	$2,992,342,428	$29,923,424	$4,278,091	$138,895	**$4,139,196**	$5,937,676	$1,768,398	**$4,169,278**	**$1,907,294**
2028	$3,321,031,032	$33,210,310	$4,748,011	$162,391	**$4,585,619**	$6,589,890	$2,067,546	**$4,522,343**	**$2,229,938**
2029	$3,647,708,289	$36,477,083	$5,215,055	$185,744	**$5,029,311**	$7,238,112	$2,364,863	**$4,873,249**	**$2,550,607**
2030	$4,001,605,060	$40,016,051	$5,721,014	$211,041	**$5,509,972**	$7,940,346	$2,686,954	**$5,253,392**	**$2,897,995**
2031	$4,368,883,384	$43,688,834	$6,246,104	$616,970	**$5,629,134**	$8,669,133	$856,308	**$7,812,824**	**$1,473,278**
2032	$4,754,596,962	$47,545,970	$6,797,551	$688,658	**$6,108,893**	$9,434,501	$955,806	**$8,478,694**	**$1,644,464**
2033	$5,154,602,486	$51,546,025	$7,369,431	$763,002	**$6,606,429**	$10,228,228	$1,058,991	**$9,169,237**	**$1,821,993**
2034	$5,574,329,203	$55,743,292	$7,969,505	$614,585	**$7,354,920**	$11,061,087	$852,999	**$10,208,088**	**$1,467,585**
2035	$6,013,844,087	$60,138,441	$8,597,871	$674,280	**$7,923,591**	$11,933,212	$935,851	**$10,997,361**	**$1,610,132**
2036	$6,388,348,913	$63,883,489	$9,133,293	$725,145	**$8,408,147**	$12,676,339	$1,006,448	**$11,669,890**	**$1,731,594**
2037	$6,730,558,822	$67,305,588	$9,622,543	$771,624	**$8,850,919**	$13,355,382	$1,070,958	**$12,284,425**	**$1,842,582**
2038	$7,024,382,180	$70,243,822	$10,042,617	$811,531	**$9,231,086**	$13,938,413	$1,126,345	**$12,812,068**	**$1,937,877**
2039	$7,324,491,381	$73,244,914	$10,471,677	$852,292	**$9,619,385**	$14,533,917	$1,182,918	**$13,350,999**	**$2,035,210**
2040	$7,636,285,190	$76,362,852	$10,917,442	$894,639	**$10,022,802**	$15,152,606	$1,241,694	**$13,910,913**	**$2,136,333**
2041	$7,949,357,918	$79,493,579	$11,365,036	$937,161	**$10,427,875**	$15,773,834	$1,300,710	**$14,473,123**	**$2,237,871**
2042	$8,211,092,338	$82,110,923	$11,739,232	$972,710	**$10,766,523**	$16,293,191	$1,350,049	**$14,943,141**	**$2,322,759**
2043	$8,481,376,401	$84,813,764	$12,125,652	$1,009,419	**$11,116,232**	$16,829,513	$1,401,000	**$15,428,513**	**$2,410,419**
2044	$8,760,487,524	$87,604,875	$12,524,691	$1,047,328	**$11,477,363**	$17,383,350	$1,453,614	**$15,929,736**	**$2,500,943**
2045	$9,048,712,076	$90,487,121	$12,936,760	$514,646	**$12,422,114**	$17,955,271	$714,291	**$17,240,981**	**$1,228,937**
2046	$9,346,345,662	$93,463,457	$13,362,281	$533,794	**$12,828,486**	$18,545,863	$740,867	**$17,804,996**	**$1,274,662**
2047	$9,653,693,423	$96,536,934	$13,801,690	$553,568	**$13,248,122**	$19,155,730	$768,311	**$18,387,419**	**$1,321,879**
2048	$9,971,070,338	$99,710,703	$14,255,437	$573,986	**$13,681,451**	$19,785,498	$796,651	**$18,988,847**	**$1,370,637**
2049	$10,298,801,545	$102,988,015	$14,723,988	$595,071	**$14,128,916**	$20,435,812	$825,915	**$19,609,897**	**$1,420,986**
2050	$10,637,222,660	$106,372,227	$15,207,821	$616,844	**$14,590,978**	$21,107,338	$856,134	**$20,251,204**	**$1,472,977**
2051	$10,986,680,120	$109,866,801	$15,707,434	$639,326	**$15,068,107**	$21,800,763	$887,338	**$20,913,425**	**$1,526,664**
2052	$11,347,531,528	$113,475,315	$16,223,336	$662,542	**$15,560,794**	$22,516,797	$919,559	**$21,597,237**	**$1,582,101**
2053	$11,720,146,009	$117,201,460	$16,756,055	$686,514	**$16,069,541**	$23,256,172	$952,831	**$22,303,341**	**$1,639,345**
2054	$12,104,904,579	$121,049,046	$17,306,136	$711,268	**$16,594,869**	$24,019,645	$987,187	**$23,032,457**	**$1,698,455**
2055	$12,502,200,533	$125,022,005	$17,874,142	$736,828	**$17,137,314**	$24,807,995	$1,022,663	**$23,785,332**	**$1,759,491**
2056	$12,909,316,442	$129,093,164	$18,456,188	$763,020	**$17,693,168**	$25,615,831	$1,059,016	**$24,556,815**	**$1,822,036**
2057	$13,296,595,936	$132,965,959	$19,009,873	$787,936	**$18,221,937**	$26,384,306	$1,093,597	**$25,290,709**	**$1,881,533**
2058	$13,695,493,814	$136,954,938	$19,580,170	$813,599	**$18,766,570**	$27,175,835	$1,129,216	**$26,046,619**	**$1,942,815**
2059	$14,106,358,628	$141,063,586	$20,167,575	$840,033	**$19,327,542**	$27,991,110	$1,165,903	**$26,825,207**	**$2,005,936**
2060	$14,529,549,387	$145,295,494	$20,772,602	$867,259	**$19,905,343**	$28,830,844	$1,203,691	**$27,627,152**	**$2,070,950**
2061	$14,965,435,868	$149,654,359	$21,395,780	$895,302	**$20,500,478**	$29,695,769	$1,242,613	**$28,453,156**	**$2,137,915**

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Source: San Joaquin County; City of Manteca; LWA; EPS.

[1] Refer to Table B-2 for details.

Table 10
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Manteca Annexation Area (Real $)

Manteca Annexation Area

Fiscal Year Ending	Beginning Assessed Value [1]	Gross Property Tax Revenue	Net City and County Property Tax Revenue						
			City	City EIFD Amount [2]	Net City	County	County EIFD Amount [2]	Net County	Total EIFD
Formula	*a*	*b=a*1.0%*	*c=b*6.63%*	*d*	*e=c-d*	*f=b*26.51%*	*g*	*h=f-g*	*d+g*
2021	$0	$0	$0	$0	**$0**	$0	$0	**$0**	**$0**
2022	$0	$0	$0	$0	**$0**	$0	$0	**$0**	**$0**
2023	$0	$0	$0	$0	**$0**	$0	$0	**$0**	**$0**
2024	$45,348,171	$453,482	$30,058	$1,503	**$28,555**	$120,230	$55,145	**$65,085**	**$56,648**
2025	$93,417,231	$934,172	$61,919	$3,096	**$58,823**	$247,674	$113,600	**$134,075**	**$116,696**
2026	$144,329,622	$1,443,296	$95,664	$4,783	**$90,881**	$382,657	$175,511	**$207,145**	**$180,295**
2027	$198,212,681	$1,982,127	$131,379	$6,569	**$124,810**	$525,516	$241,036	**$284,480**	**$247,605**
2028	$255,198,827	$2,551,988	$169,150	$8,458	**$160,693**	$676,601	$310,334	**$366,268**	**$318,791**
2029	$315,425,750	$3,154,258	$209,070	$10,453	**$198,616**	$836,279	$383,572	**$452,707**	**$394,026**
2030	$379,036,610	$3,790,366	$251,232	$12,562	**$238,671**	$1,004,929	$460,926	**$544,003**	**$473,488**
2031	$446,180,238	$4,461,802	$295,736	$38,446	**$257,290**	$1,182,945	$153,783	**$1,029,162**	**$192,229**
2032	$517,011,351	$5,170,114	$342,684	$44,549	**$298,135**	$1,370,737	$178,196	**$1,192,541**	**$222,745**
2033	$593,829,409	$5,938,294	$393,601	$51,168	**$342,433**	$1,574,403	$204,672	**$1,369,730**	**$255,840**
2034	$695,113,398	$6,951,134	$460,734	$43,770	**$416,964**	$1,842,934	$175,079	**$1,667,855**	**$218,848**
2035	$801,939,980	$8,019,400	$531,540	$50,496	**$481,044**	$2,126,160	$201,985	**$1,924,175**	**$252,482**
2036	$914,550,555	$9,145,506	$606,180	$57,587	**$548,593**	$2,424,721	$230,349	**$2,194,373**	**$287,936**
2037	$1,033,196,018	$10,331,960	$684,821	$65,058	**$619,763**	$2,739,283	$260,232	**$2,479,051**	**$325,290**
2038	$1,158,137,113	$11,581,371	$767,634	$72,925	**$694,709**	$3,070,535	$291,701	**$2,778,835**	**$364,626**
2039	$1,192,881,227	$11,928,812	$790,663	$75,113	**$715,550**	$3,162,651	$300,452	**$2,862,200**	**$375,565**
2040	$1,228,667,663	$12,286,677	$814,383	$77,366	**$737,016**	$3,257,531	$309,465	**$2,948,066**	**$386,832**
2041	$1,265,527,693	$12,655,277	$838,814	$79,687	**$759,127**	$3,355,257	$318,749	**$3,036,507**	**$398,437**
2042	$1,303,493,524	$13,034,935	$863,979	$82,078	**$781,901**	$3,455,915	$328,312	**$3,127,603**	**$410,390**
2043	$1,342,598,330	$13,425,983	$889,898	$84,540	**$805,358**	$3,559,592	$338,161	**$3,221,431**	**$422,702**
2044	$1,382,876,280	$13,828,763	$916,595	$87,077	**$829,518**	$3,666,380	$348,306	**$3,318,074**	**$435,383**
2045	$1,424,362,568	$14,243,626	$944,093	$42,484	**$901,609**	$3,776,371	$169,937	**$3,606,434**	**$212,421**
2046	$1,467,093,445	$14,670,934	$972,416	$43,759	**$928,657**	$3,889,662	$175,035	**$3,714,628**	**$218,794**
2047	$1,511,106,248	$15,111,062	$1,001,588	$45,071	**$956,517**	$4,006,352	$180,286	**$3,826,066**	**$225,357**
2048	$1,556,439,436	$15,564,394	$1,031,636	$46,424	**$985,212**	$4,126,543	$185,694	**$3,940,848**	**$232,118**
2049	$1,603,132,619	$16,031,326	$1,062,585	$47,816	**$1,014,768**	$4,250,339	$191,265	**$4,059,074**	**$239,082**
2050	$1,651,226,598	$16,512,266	$1,094,462	$49,251	**$1,045,212**	$4,377,849	$197,003	**$4,180,846**	**$246,254**
2051	$1,700,763,395	$17,007,634	$1,127,296	$50,728	**$1,076,568**	$4,509,185	$202,913	**$4,306,271**	**$253,642**
2052	$1,751,786,297	$17,517,863	$1,161,115	$52,250	**$1,108,865**	$4,644,460	$209,001	**$4,435,460**	**$261,251**
2053	$1,804,339,886	$18,043,399	$1,195,949	$53,818	**$1,142,131**	$4,783,794	$215,271	**$4,568,523**	**$269,088**
2054	$1,858,470,083	$18,584,701	$1,231,827	$55,432	**$1,176,395**	$4,927,308	$221,729	**$4,705,579**	**$277,161**
2055	$1,914,224,185	$19,142,242	$1,268,782	$57,095	**$1,211,687**	$5,075,127	$228,381	**$4,846,746**	**$285,476**
2056	$1,971,650,911	$19,716,509	$1,306,845	$58,808	**$1,248,037**	$5,227,381	$235,232	**$4,992,149**	**$294,040**
2057	$2,030,800,438	$20,308,004	$1,346,051	$60,572	**$1,285,478**	$5,384,202	$242,289	**$5,141,913**	**$302,861**
2058	$2,091,724,451	$20,917,245	$1,386,432	$62,389	**$1,324,043**	$5,545,728	$249,558	**$5,296,171**	**$311,947**
2059	$2,154,476,185	$21,544,762	$1,428,025	$64,261	**$1,363,764**	$5,712,100	$257,045	**$5,455,056**	**$321,306**
2060	$2,219,110,470	$22,191,105	$1,470,866	$66,189	**$1,404,677**	$5,883,463	$264,756	**$5,618,707**	**$330,945**
2061	$2,285,683,785	$22,856,838	$1,514,992	$68,175	**$1,446,817**	$6,059,967	$272,699	**$5,787,269**	**$340,873**

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Source: San Joaquin County; City of Manteca; LWA; EPS.

[1] Prior to annexation of the annexation area to the City, the City recieves no property tax revenue for these TRAs.
[2] Refer to Table B-3 for details.

Table 11
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue Summary - Stockton (Real $)

Stockton
Existing City and
Annexation Areas

Fiscal Year Ending	Net City Property Tax Revenue [1]			Net County Property Tax Revenue [1]			EIFD Revenue		
	Existing City Boundaries	Annexation Areas	Total	Existing City Boundaries	Annexation Areas	Total	City EIFD Revenue	County EIFD Revenue	Total
	Table 12	*Table 13*		*Table 12*	*Table 13*				
2021	$2,398,072	$0	$2,398,072	$2,950,394	$0	$2,950,394	$0	$0	$0
2022	$2,470,014	$0	$2,470,014	$3,038,906	$0	$3,038,906	$0	$0	$0
2023	$2,685,463	$2,374	$2,687,837	$3,183,848	$5,192	$3,189,040	$2,200	$127,206	$129,406
2024	$2,902,067	$12,224	$2,914,292	$3,329,567	$26,737	$3,356,304	$4,488	$268,927	$273,414
2025	$3,053,016	$22,664	$3,075,680	$3,431,116	$49,570	$3,480,687	$6,118	$374,315	$380,432
2026	$3,155,853	$33,719	$3,189,571	$3,500,299	$73,750	$3,574,049	$7,268	$453,419	$460,687
2027	$3,321,397	$45,416	$3,366,814	$3,611,667	$99,335	$3,711,003	$9,059	$569,458	$578,517
2028	$3,494,056	$63,289	$3,557,345	$3,727,822	$138,427	$3,866,249	$10,983	$700,996	$711,980
2029	$3,611,235	$82,193	$3,693,429	$3,806,654	$179,774	$3,986,428	$12,358	$802,822	$815,180
2030	$3,732,323	$102,175	$3,834,498	$3,888,114	$223,478	$4,111,592	$13,783	$908,872	$922,655
2031	$3,689,274	$108,338	$3,797,612	$4,538,985	$433,353	$4,972,338	$198,377	$288,904	$487,280
2032	$3,802,897	$127,918	$3,930,815	$4,678,778	$511,673	$5,190,451	$218,281	$321,495	$539,776
2033	$3,953,472	$148,576	$4,102,048	$4,864,034	$594,303	$5,458,337	$243,867	$361,524	$605,391
2034	$4,264,761	$177,211	$4,441,972	$5,247,018	$708,844	$5,955,862	$207,001	$306,200	$513,201
2035	$4,517,103	$201,089	$4,718,192	$5,557,479	$804,358	$6,361,837	$235,997	$348,816	$584,813
2036	$4,780,958	$226,241	$5,007,199	$5,882,106	$904,964	$6,787,070	$266,334	$393,454	$659,788
2037	$5,056,790	$252,721	$5,309,511	$6,221,467	$1,010,883	$7,232,351	$298,069	$440,196	$738,265
2038	$5,345,081	$280,586	$5,625,667	$6,576,157	$1,122,343	$7,698,500	$331,256	$489,129	$820,385
2039	$5,622,127	$309,895	$5,932,022	$6,917,012	$1,239,580	$8,156,593	$363,415	$537,216	$900,631
2040	$5,893,694	$340,711	$6,234,404	$7,251,126	$1,362,842	$8,613,968	$395,157	$585,227	$980,384
2041	$6,176,706	$380,484	$6,557,190	$7,599,321	$1,521,936	$9,121,257	$429,041	$638,479	$1,067,519
2042	$6,471,605	$422,337	$6,893,942	$7,962,142	$1,689,349	$9,651,491	$464,390	$694,139	$1,158,529
2043	$6,778,851	$466,359	$7,245,210	$8,340,152	$1,865,437	$10,205,589	$501,264	$752,304	$1,253,567
2044	$7,098,918	$513,763	$7,612,681	$8,733,937	$2,055,052	$10,788,989	$539,838	$813,545	$1,353,383
2045	$7,592,240	$584,736	$8,176,976	$9,340,880	$2,338,945	$11,679,825	$268,914	$407,164	$676,078
2046	$7,837,557	$629,392	$8,466,949	$9,642,699	$2,517,569	$12,160,267	$282,578	$429,802	$712,380
2047	$8,090,860	$676,201	$8,767,061	$9,954,342	$2,704,805	$12,659,147	$296,719	$453,310	$750,029
2048	$8,352,407	$720,470	$9,072,877	$10,276,129	$2,881,879	$13,158,008	$311,130	$476,816	$787,946
2049	$8,622,466	$761,836	$9,384,302	$10,608,387	$3,047,343	$13,655,731	$325,804	$500,269	$826,073
2050	$8,901,311	$805,035	$9,706,346	$10,951,456	$3,220,142	$14,171,598	$340,979	$524,577	$865,556
2051	$9,189,226	$850,141	$10,039,368	$11,305,684	$3,400,566	$14,706,250	$356,671	$549,770	$906,441
2052	$9,490,146	$897,229	$10,387,376	$11,675,912	$3,588,917	$15,264,829	$373,069	$576,091	$949,160
2053	$9,771,516	$946,377	$10,717,893	$12,022,086	$3,785,509	$15,807,595	$388,644	$601,666	$990,310
2054	$10,061,327	$997,667	$11,058,994	$12,378,646	$3,990,666	$16,369,313	$404,716	$628,134	$1,032,851
2055	$10,359,832	$1,051,181	$11,411,014	$12,745,903	$4,204,726	$16,950,629	$421,304	$655,526	$1,076,830
2056	$10,667,293	$1,107,009	$11,774,302	$13,124,178	$4,428,038	$17,552,216	$438,422	$683,873	$1,122,295
2057	$10,983,977	$1,167,793	$12,151,770	$13,513,801	$4,671,173	$18,184,973	$456,208	$713,689	$1,169,897
2058	$11,310,162	$1,215,713	$12,525,875	$13,915,112	$4,862,852	$18,777,964	$473,836	$741,631	$1,215,467
2059	$11,646,132	$1,265,457	$12,911,589	$14,328,463	$5,061,827	$19,390,290	$492,011	$770,484	$1,262,495
2060	$11,992,182	$1,317,091	$13,309,273	$14,754,214	$5,268,365	$20,022,580	$510,750	$800,278	$1,311,028
2061	$12,348,613	$1,370,685	$13,719,298	$15,192,738	$5,482,739	$20,675,478	$530,071	$831,043	$1,361,114
TOTAL	**$271,492,983**	**$20,684,298**	**$292,177,281**	**$330,568,736**	**$82,077,239**	**$412,645,975**	**$11,430,371**	**$21,520,764**	**$32,951,135**

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Source: EPS.

[1] Includes property tax revenue from parcels within the Mossdale Tract boundary only.

Table 12
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Stockton Existing City Boundaries (Real $)

Stockton Existing City

Fiscal Year Ending	Beginning Assessed Value	Gross Property Tax Revenue	Net City and County Property Tax Revenue						
			City	City EIFD Amount [1]	**Net City**	County	County EIFD Amount [1]	**Net County**	**Total EIFD**
Formula	*a*	*b=a*1.0%*	*c=b*16.71%*	*d*	*e=c-d*	*f=b*20.56%*	*g*	*h=f-g*	*d+g*
2021	$1,435,013,097	$14,350,131	$2,398,072	$0	**$2,398,072**	$2,950,394	$0	**$2,950,394**	**$0**
2022	$1,478,063,490	$14,780,635	$2,470,014	$0	**$2,470,014**	$3,038,906	$0	**$3,038,906**	**$0**
2023	$1,608,291,217	$16,082,912	$2,687,639	$2,176	**$2,685,463**	$3,306,655	$122,807	**$3,183,848**	**$124,983**
2024	$1,739,217,044	$17,392,170	$2,906,432	$4,364	**$2,902,067**	$3,575,839	$246,273	**$3,329,567**	**$250,637**
2025	$1,830,457,715	$18,304,577	$3,058,905	$5,889	**$3,053,016**	$3,763,431	$332,314	**$3,431,116**	**$338,203**
2026	$1,892,616,910	$18,926,169	$3,162,780	$6,928	**$3,155,853**	$3,891,230	$390,932	**$3,500,299**	**$397,859**
2027	$1,992,679,813	$19,926,798	$3,329,997	$8,600	**$3,321,397**	$4,096,960	$485,293	**$3,611,667**	**$493,893**
2028	$2,097,043,135	$20,970,431	$3,504,400	$10,344	**$3,494,056**	$4,311,532	$583,709	**$3,727,822**	**$594,053**
2029	$2,167,871,742	$21,678,717	$3,622,763	$11,527	**$3,611,235**	$4,457,156	$650,502	**$3,806,654**	**$662,029**
2030	$2,241,062,727	$22,410,627	$3,745,073	$12,751	**$3,732,323**	$4,607,637	$719,522	**$3,888,114**	**$732,273**
2031	$2,316,694,086	$23,166,941	$3,871,462	$182,188	**$3,689,274**	$4,763,135	$224,150	**$4,538,985**	**$406,338**
2032	$2,394,846,370	$23,948,464	$4,002,064	$199,166	**$3,802,897**	$4,923,817	$245,038	**$4,678,778**	**$444,205**
2033	$2,498,414,941	$24,984,149	$4,175,139	$221,666	**$3,953,472**	$5,136,754	$272,720	**$4,864,034**	**$494,386**
2034	$2,664,783,613	$26,647,836	$4,453,160	$188,399	**$4,264,761**	$5,478,809	$231,791	**$5,247,018**	**$420,190**
2035	$2,831,636,745	$28,316,367	$4,731,990	$214,888	**$4,517,103**	$5,821,860	$264,381	**$5,557,479**	**$479,268**
2036	$3,006,102,761	$30,061,028	$5,023,543	$242,585	**$4,780,958**	$6,180,563	$298,457	**$5,882,106**	**$541,043**
2037	$3,188,488,264	$31,884,883	$5,328,330	$271,540	**$5,056,790**	$6,555,549	$334,081	**$6,221,467**	**$605,621**
2038	$3,379,111,404	$33,791,114	$5,646,884	$301,803	**$5,345,081**	$6,947,471	$371,314	**$6,576,157**	**$673,116**
2039	$3,562,299,423	$35,622,994	$5,953,012	$330,885	**$5,622,127**	$7,324,106	$407,094	**$6,917,012**	**$737,979**
2040	$3,741,864,383	$37,418,644	$6,253,086	$359,392	**$5,893,694**	$7,693,293	$442,167	**$7,251,126**	**$801,559**
2041	$3,928,997,171	$39,289,972	$6,565,806	$389,100	**$6,176,706**	$8,078,039	$478,718	**$7,599,321**	**$867,818**
2042	$4,123,990,249	$41,239,902	$6,891,662	$420,057	**$6,471,605**	$8,478,945	$516,804	**$7,962,142**	**$936,860**
2043	$4,327,146,813	$43,271,468	$7,231,160	$452,309	**$6,778,851**	$8,896,636	$556,484	**$8,340,152**	**$1,008,793**
2044	$4,538,781,180	$45,387,812	$7,584,825	$485,907	**$7,098,918**	$9,331,758	$597,821	**$8,733,937**	**$1,083,728**
2045	$4,687,649,579	$46,876,496	$7,833,601	$241,361	**$7,592,240**	$9,637,832	$296,952	**$9,340,880**	**$538,313**
2046	$4,841,365,178	$48,413,652	$8,090,478	$252,921	**$7,837,557**	$9,953,872	$311,173	**$9,642,699**	**$564,094**
2047	$5,000,084,829	$50,000,848	$8,355,717	$264,857	**$8,090,860**	$10,280,201	$325,858	**$9,954,342**	**$590,715**
2048	$5,163,970,430	$51,639,704	$8,629,588	$277,181	**$8,352,407**	$10,617,150	$341,021	**$10,276,129**	**$618,202**
2049	$5,333,189,091	$53,331,891	$8,912,372	$289,906	**$8,622,466**	$10,965,065	$356,677	**$10,608,387**	**$646,583**
2050	$5,507,913,298	$55,079,133	$9,204,356	$303,045	**$8,901,311**	$11,324,298	$372,843	**$10,951,456**	**$675,888**
2051	$5,688,321,088	$56,883,211	$9,505,838	$316,612	**$9,189,226**	$11,695,218	$389,534	**$11,305,684**	**$706,146**
2052	$5,876,877,546	$58,768,775	$9,820,938	$330,792	**$9,490,146**	$12,082,891	$406,979	**$11,675,912**	**$737,771**
2053	$6,053,183,872	$60,531,839	$10,115,566	$344,050	**$9,771,516**	$12,445,378	$423,291	**$12,022,086**	**$767,341**
2054	$6,234,779,388	$62,347,794	$10,419,033	$357,706	**$10,061,327**	$12,818,739	$440,092	**$12,378,646**	**$797,798**
2055	$6,421,822,770	$64,218,228	$10,731,604	$371,772	**$10,359,832**	$13,203,301	$457,398	**$12,745,903**	**$829,169**
2056	$6,614,477,453	$66,144,775	$11,053,552	$386,259	**$10,667,293**	$13,599,400	$475,222	**$13,124,178**	**$861,481**
2057	$6,812,911,777	$68,129,118	$11,385,159	$401,182	**$10,983,977**	$14,007,382	$493,581	**$13,513,801**	**$894,763**
2058	$7,017,299,130	$70,172,991	$11,726,713	$416,551	**$11,310,162**	$14,427,604	$512,491	**$13,915,112**	**$929,043**
2059	$7,227,818,104	$72,278,181	$12,078,515	$432,383	**$11,646,132**	$14,860,432	$531,969	**$14,328,463**	**$964,351**
2060	$7,444,652,647	$74,446,526	$12,440,870	$448,689	**$11,992,182**	$15,306,245	$552,030	**$14,754,214**	**$1,000,719**
2061	$7,667,992,226	$76,679,922	$12,814,096	$465,484	**$12,348,613**	$15,765,432	$572,694	**$15,192,738**	**$1,038,177**

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Source: San Joaquin County; City of Stockton; LWA; EPS.

[1] Refer to Table C-2 for details.

Table 13
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Stockton Annexation Area (Real $)

Stockton Annexation Area

Fiscal Year Ending	Beginning Assessed Value [1]	Gross Property Tax Revenue	Net City and County Property Tax Revenue						
			City	City EIFD Amount [2]	Net City	County	County EIFD Amount [2]	Net County	Total EIFD
Formula	*a*	*b=a*1.0%*	*c=b*7.23%*	*d*	*e=c-d*	*f=b*28.93%*	*g*	*h=f-g*	*e+h*
2021	$0	$0	$0	$0	**$0**	$0	$0	**$0**	**$0**
2022	$0	$0	$0	$0	**$0**	$0	$0	**$0**	**$0**
2023	$3,315,313	$33,153	$2,398	$24	**$2,374**	$9,590	$4,399	**$5,192**	**$7,565**
2024	$17,073,859	$170,739	$12,348	$123	**$12,224**	$49,391	$22,654	**$26,737**	**$38,961**
2025	$31,654,935	$316,549	$22,893	$229	**$22,664**	$91,571	$42,000	**$49,570**	**$72,234**
2026	$47,095,509	$470,955	$34,059	$341	**$33,719**	$136,237	$62,487	**$73,750**	**$107,469**
2027	$63,434,028	$634,340	$45,875	$459	**$45,416**	$183,501	$84,166	**$99,335**	**$144,752**
2028	$88,397,184	$883,972	$63,928	$639	**$63,289**	$255,714	$117,287	**$138,427**	**$201,716**
2029	$114,801,039	$1,148,010	$83,024	$830	**$82,193**	$332,095	$152,320	**$179,774**	**$261,968**
2030	$142,709,567	$1,427,096	$103,207	$1,032	**$102,175**	$412,828	$189,350	**$223,478**	**$325,653**
2031	$172,189,286	$1,721,893	$124,527	$16,188	**$108,338**	$498,106	$64,754	**$433,353**	**$541,691**
2032	$203,309,350	$2,033,093	$147,033	$19,114	**$127,918**	$588,130	$76,457	**$511,673**	**$639,591**
2033	$236,141,647	$2,361,416	$170,777	$22,201	**$148,576**	$683,107	$88,804	**$594,303**	**$742,879**
2034	$270,760,903	$2,707,609	$195,813	$18,602	**$177,211**	$783,253	$74,409	**$708,844**	**$886,055**
2035	$307,244,788	$3,072,448	$222,198	$21,109	**$201,089**	$888,793	$84,435	**$804,358**	**$1,005,447**
2036	$345,674,021	$3,456,740	$249,990	$23,749	**$226,241**	$999,960	$94,996	**$904,964**	**$1,131,205**
2037	$386,132,487	$3,861,325	$279,249	$26,529	**$252,721**	$1,116,998	$106,115	**$1,010,883**	**$1,263,604**
2038	$428,707,355	$4,287,074	$310,039	$29,454	**$280,586**	$1,240,158	$117,815	**$1,122,343**	**$1,402,929**
2039	$473,489,195	$4,734,892	$342,426	$32,530	**$309,895**	$1,369,702	$130,122	**$1,239,580**	**$1,549,475**
2040	$520,572,110	$5,205,721	$376,476	$35,765	**$340,711**	$1,505,903	$143,061	**$1,362,842**	**$1,703,553**
2041	$581,342,054	$5,813,421	$420,424	$39,940	**$380,484**	$1,681,697	$159,761	**$1,521,936**	**$1,902,420**
2042	$645,289,680	$6,452,897	$466,671	$44,334	**$422,337**	$1,866,684	$177,335	**$1,689,349**	**$2,111,686**
2043	$712,550,955	$7,125,510	$515,314	$48,955	**$466,359**	$2,061,256	$195,819	**$1,865,437**	**$2,331,796**
2044	$784,979,233	$7,849,792	$567,694	$53,931	**$513,763**	$2,270,776	$215,724	**$2,055,052**	**$2,568,815**
2045	$846,643,499	$8,466,435	$612,289	$27,553	**$584,736**	$2,449,157	$110,212	**$2,338,945**	**$2,923,681**
2046	$911,301,141	$9,113,011	$659,049	$29,657	**$629,392**	$2,636,198	$118,629	**$2,517,569**	**$3,146,961**
2047	$979,076,261	$9,790,763	$708,064	$31,863	**$676,201**	$2,832,256	$127,452	**$2,704,805**	**$3,381,006**
2048	$1,043,172,849	$10,431,728	$754,418	$33,949	**$720,470**	$3,017,674	$135,795	**$2,881,879**	**$3,602,348**
2049	$1,103,067,131	$11,030,671	$797,734	$35,898	**$761,836**	$3,190,935	$143,592	**$3,047,343**	**$3,809,179**
2050	$1,165,616,213	$11,656,162	$842,969	$37,934	**$805,035**	$3,371,876	$151,734	**$3,220,142**	**$4,025,177**
2051	$1,230,925,481	$12,309,255	$890,200	$40,059	**$850,141**	$3,560,802	$160,236	**$3,400,566**	**$4,250,707**
2052	$1,299,104,249	$12,991,042	$939,507	$42,278	**$897,229**	$3,758,028	$169,111	**$3,588,917**	**$4,486,146**
2053	$1,370,265,911	$13,702,659	$990,971	$44,594	**$946,377**	$3,963,884	$178,375	**$3,785,509**	**$4,731,886**
2054	$1,444,528,079	$14,445,281	$1,044,677	$47,010	**$997,667**	$4,178,708	$188,042	**$3,990,666**	**$4,988,333**
2055	$1,522,012,738	$15,220,127	$1,100,714	$49,532	**$1,051,181**	$4,402,854	$198,128	**$4,204,726**	**$5,255,907**
2056	$1,602,846,401	$16,028,464	$1,159,172	$52,163	**$1,107,009**	$4,636,689	$208,651	**$4,428,038**	**$5,535,047**
2057	$1,690,855,577	$16,908,556	$1,222,820	$55,027	**$1,167,793**	$4,891,280	$220,108	**$4,671,173**	**$5,838,966**
2058	$1,760,238,911	$17,602,389	$1,272,998	$57,285	**$1,215,713**	$5,091,991	$229,140	**$4,862,852**	**$6,078,565**
2059	$1,832,263,475	$18,322,635	$1,325,086	$59,629	**$1,265,457**	$5,300,343	$238,515	**$5,061,827**	**$6,327,284**
2060	$1,907,025,298	$19,070,253	$1,379,153	$62,062	**$1,317,091**	$5,516,613	$248,248	**$5,268,365**	**$6,585,456**
2061	$1,984,623,793	$19,846,238	$1,435,272	$64,587	**$1,370,685**	$5,741,088	$258,349	**$5,482,739**	**$6,853,424**

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Source: San Joaquin County; City of Stockton; LWA; EPS.

[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs.
[2] Refer to Table C-3 for details.

APPENDICES:

Appendix A: City of Lathrop EIFD Revenue-Estimating Tables

Appendix B: City of Manteca EIFD Revenue-Estimating Tables

Appendix C: City of Stockton EIFD Revenue-Estimating Tables

Appendix D: Supporting Tables for EIFD Revenue Analysis

APPENDIX A:

City of Lathrop EIFD
Revenue-Estimating Tables

Table A-1	Projected Tax Increment to EIFD—Lathrop	E-14
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Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

Table A-1
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Lathrop (Real $)

Lathrop
Existing City and Annexation Areas

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV *starting in 2022*	Gross Tax Increment	Net Tax Increment				
							City [1]	City EIFD [3]	County [1]	County EIFD [3]	Total EIFD
Formula	*a*	*b=a*3.0%*	*c*	*d=a+b+c*	*e*	*f=e*1.0%*	*[4]*	*h=g*[3]*	*[4]*	*j=i*[3]*	*h+j*
2020	$3,189,931,293	$95,697,939	$0	$3,285,629,232	$0	$0	$0	$0	$0	$0	**$0**
2021	$3,285,629,232	$98,568,877	$0	$3,384,198,109	$0	$0	$0	$0	$0	$0	**$0**
2022	$3,384,198,109	$101,525,943	$419,807,951	$3,905,532,003	$521,333,894	$5,213,339	$585,432	$58,543	$977,880	$448,520	**$507,063**
2023	$3,905,532,003	$117,165,960	$342,945,282	$4,365,643,245	$981,445,136	$9,814,451	$1,102,114	$110,211	$1,840,923	$844,367	**$954,579**
2024	$4,365,643,245	$130,969,297	$245,184,795	$4,741,797,337	$1,357,599,228	$13,575,992	$1,524,516	$152,452	$2,546,485	$1,167,984	**$1,320,436**
2025	$4,741,797,337	$142,253,920	$272,669,104	$5,156,720,361	$1,772,522,252	$17,725,223	$1,987,040	$198,704	$3,331,924	$1,528,238	**$1,726,942**
2026	$5,156,720,361	$154,701,611	$275,222,206	$5,586,644,177	$2,202,446,068	$22,024,461	$2,466,203	$246,620	$4,145,930	$1,901,595	**$2,148,215**
2027	$5,586,644,177	$167,599,325	$297,434,251	$6,051,677,753	$2,667,479,644	$26,674,796	$2,984,580	$298,458	$5,026,241	$2,305,363	**$2,603,821**
2028	$6,051,677,753	$181,550,333	$263,852,471	$6,497,080,556	$3,112,882,447	$31,128,824	$3,480,688	$348,069	$5,870,199	$2,692,457	**$3,040,526**
2029	$6,497,080,556	$194,912,417	$242,320,584	$6,934,313,557	$3,550,115,448	$35,501,154	$3,967,388	$396,739	$6,699,322	$3,072,747	**$3,469,486**
2030	$6,934,313,557	$208,029,407	$296,951,158	$7,439,294,122	$4,055,096,013	$40,550,960	$4,529,921	$588,890	$7,656,033	$995,284	**$1,584,174**
2031	$7,439,294,122	$223,178,824	$126,845,932	$7,789,318,877	$4,405,120,769	$44,051,208	$4,918,192	$639,365	$8,322,623	$1,081,941	**$1,721,306**
2032	$7,789,318,877	$233,679,566	$130,651,310	$8,153,649,753	$4,769,451,645	$47,694,516	$5,322,262	$691,894	$9,016,605	$1,172,159	**$1,864,053**
2033	$8,153,649,753	$244,609,493	$126,053,354	$8,524,312,599	$5,140,114,491	$51,401,145	$5,733,165	$544,651	$9,723,046	$923,689	**$1,468,340**
2034	$8,524,312,599	$255,729,378	$126,658,516	$8,906,700,493	$5,522,502,384	$55,225,024	$6,156,945	$584,910	$10,452,087	$992,948	**$1,577,858**
2035	$8,906,700,493	$267,201,015	$106,678,625	$9,280,580,133	$5,896,382,024	$58,963,820	$6,575,457	$624,668	$11,156,184	$1,059,838	**$1,684,506**
2036	$9,280,580,133	$278,417,404	$109,878,984	$9,668,876,521	$6,284,678,412	$62,846,784	$7,010,117	$665,961	$11,887,408	$1,129,304	**$1,795,265**
2037	$9,668,876,521	$290,066,296	$55,738,567	$10,014,681,384	$6,630,483,275	$66,304,833	$7,397,021	$702,717	$12,539,015	$1,191,206	**$1,893,923**
2038	$10,014,681,384	$300,440,442	$57,410,725	$10,372,532,550	$6,988,334,441	$69,883,344	$7,797,410	$740,754	$13,213,307	$1,255,264	**$1,996,018**
2039	$10,372,532,550	$311,175,976	$59,133,046	$10,742,841,573	$7,358,643,464	$73,586,435	$8,211,744	$780,116	$13,911,059	$1,321,551	**$2,101,666**
2040	$10,742,841,573	$322,285,247	$160,247,219	$11,225,374,039	$7,841,175,930	$78,411,759	$8,752,055	$831,445	$14,819,405	$1,407,844	**$2,239,289**
2041	$11,225,374,039	$336,761,221	$169,759,786	$11,731,895,046	$8,347,696,937	$83,476,969	$9,319,257	$885,329	$15,772,845	$1,498,420	**$2,383,750**
2042	$11,731,895,046	$351,956,851	$174,852,579	$12,258,704,477	$8,874,506,368	$88,745,064	$9,909,194	$941,373	$16,764,441	$1,592,622	**$2,533,995**
2043	$12,258,704,477	$367,761,134	$180,098,157	$12,806,563,768	$9,422,365,660	$94,223,657	$10,522,719	$999,658	$17,795,624	$1,690,584	**$2,690,243**
2044	$12,806,563,768	$384,196,913	$185,501,102	$13,376,261,783	$9,992,063,674	$99,920,637	$11,160,718	$502,232	$18,867,877	$849,054	**$1,351,287**
2045	$13,376,261,783	$401,287,853	$191,066,135	$13,968,615,771	$10,584,417,662	$105,844,177	$11,824,106	$532,085	$19,982,736	$899,223	**$1,431,308**
2046	$13,968,615,771	$419,058,473	$196,798,119	$14,584,472,363	$11,200,274,254	$112,002,743	$12,513,832	$563,122	$21,141,793	$951,381	**$1,514,503**
2047	$14,584,472,363	$437,534,171	$202,702,062	$15,224,708,596	$11,840,510,487	$118,405,105	$13,230,880	$595,390	$22,346,695	$1,005,601	**$1,600,991**
2048	$15,224,708,596	$456,741,258	$208,783,124	$15,890,232,978	$12,506,034,869	$125,060,349	$13,976,268	$628,932	$23,599,151	$1,061,962	**$1,690,894**
2049	$15,890,232,978	$476,706,989	$215,046,618	$16,581,986,585	$13,197,788,476	$131,977,885	$14,751,051	$663,797	$24,900,929	$1,120,542	**$1,784,339**
2050	$16,581,986,585	$497,459,598	$221,498,016	$17,300,944,199	$13,916,746,090	$139,167,461	$15,556,322	$700,034	$26,253,861	$1,181,424	**$1,881,458**
2051	$17,300,944,199	$519,028,326	$221,819,629	$18,041,792,154	$14,657,594,045	$146,575,940	$16,386,113	$737,375	$27,647,985	$1,244,159	**$1,981,534**
2052	$18,041,792,154	$541,253,765	$228,474,217	$18,811,520,136	$15,427,322,027	$154,273,220	$17,248,270	$776,172	$29,096,414	$1,309,339	**$2,085,511**
2053	$18,811,520,136	$564,345,604	$235,328,444	$19,611,194,184	$16,226,996,075	$162,269,961	$18,143,989	$816,479	$30,601,154	$1,377,052	**$2,193,531**
2054	$19,611,194,184	$588,335,826	$242,388,297	$20,441,918,307	$17,057,720,198	$170,577,202	$19,074,507	$858,353	$32,164,277	$1,447,392	**$2,305,745**
2055	$20,441,918,307	$613,257,549	$249,659,946	$21,304,835,802	$17,920,637,693	$179,206,377	$20,041,106	$901,850	$33,787,934	$1,520,457	**$2,422,307**
2056	$21,304,835,802	$639,145,074	$257,149,745	$22,201,130,621	$18,816,932,512	$188,169,325	$21,045,114	$947,030	$35,474,350	$1,596,346	**$2,543,376**
2057	$22,201,130,621	$666,033,919	$264,864,237	$23,132,028,777	$19,747,830,668	$197,478,307	$22,087,906	$993,956	$37,225,828	$1,675,162	**$2,669,118**
2058	$23,132,028,777	$693,960,863	$272,810,164	$24,098,799,804	$20,714,601,695	$207,146,017	$23,170,904	$1,042,691	$39,044,755	$1,757,014	**$2,799,705**
2059	$24,098,799,804	$722,963,994	$280,994,469	$25,102,758,267	$21,718,560,158	$217,185,602	$24,295,582	$1,093,301	$40,933,601	$1,842,012	**$2,935,313**
2060	$25,102,758,267	$753,082,748	$0	$25,855,841,015	$22,471,642,906	$224,716,429	$25,138,458	$1,131,231	$42,352,044	$1,905,842	**$3,037,073**
2061	$25,855,841,015	$775,675,230	$0	$26,631,516,246	$23,247,318,137	$232,473,181	$26,006,620	$1,170,298	$43,813,040	$1,971,587	**$3,141,885**

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Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] See Table D-1 for Fiscal Year 2020-21 beginning assessed value.
[2] See Table A-4 for new AV added to roll from 2021-22 on. It is assumed that new AV is added to roll in year after development occurs.
In 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.
[3] This analysis uses annual EIFD revenue requirements provided by LWA to estimate the annual EIFD funding goals and the corresponding allocations for each ATE. The initial EIFD allocation (FY ending 2023 through 2028) are based on negotiations between all ATEs and vary by ATE. For all years following FY ending 2028, allocation rates are assumed to be consistent across all ATEs and step down over time as funding needs change. A listing of all allocation rates by ATE is provided in Table 4.
[4] The City and County tax allocation rates vary between TRAs within the existing City boundaries and the annexation area. See Table A-2 and Table A-3 for more details.

Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

Table A-2
Mossdale Tract Infrastructure Finance Plar
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Lathrop Existing City Boundaries (Real $

Lathrop
Existing City

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV *starting in 2022*	Gross Tax Increment	Net Tax Increment						
							City [1]	City EIFD Allocation [3]	City EIFD	County [1]	County EIFD Allocation [3]	County EIFD	Total EIFD
Formula	*a*	*b=a*3.0%*	*c*	*d=a+b+c*	*e*	*f=e*1.0%*	*g=f*11.23%*	*h*	*i=g*h*	*j=f*18.76%*	*k*	*l=j*k*	*m=i+l*
2020	$3,189,931,293	$95,697,939	$0	$3,285,629,232	$0	$0	$0	0%	$0	$0	0%	$0	**$0**
2021	$3,285,629,232	$98,568,877	$0	$3,384,198,109	$0	$0	$0	10%	$0	$0	46%	$0	**$0**
2022	$3,384,198,109	$101,525,943	$419,807,951	$3,905,532,003	$521,333,894	$5,213,339	$585,432	10%	$58,543	$977,880	46%	$448,520	**$507,063**
2023	$3,905,532,003	$117,165,960	$342,945,282	$4,365,643,245	$981,445,136	$9,814,451	$1,102,114	10%	$110,211	$1,840,923	46%	$844,367	**$954,579**
2024	$4,365,643,245	$130,969,297	$245,184,795	$4,741,797,337	$1,357,599,228	$13,575,992	$1,524,516	10%	$152,452	$2,546,485	46%	$1,167,984	**$1,320,436**
2025	$4,741,797,337	$142,253,920	$264,712,716	$5,148,763,973	$1,764,565,864	$17,645,659	$1,981,519	10%	$198,152	$3,309,843	46%	$1,518,110	**$1,716,262**
2026	$5,148,763,973	$154,462,919	$267,027,126	$5,570,254,018	$2,186,055,910	$21,860,559	$2,454,832	10%	$245,483	$4,100,443	46%	$1,880,731	**$2,126,214**
2027	$5,570,254,018	$167,107,621	$288,993,319	$6,026,354,958	$2,642,156,849	$26,421,568	$2,967,010	10%	$296,701	$4,955,964	46%	$2,273,129	**$2,569,830**
2028	$6,026,354,958	$180,790,649	$255,158,311	$6,462,303,917	$3,078,105,808	$30,781,058	$3,456,559	10%	$345,656	$5,773,685	46%	$2,648,189	**$2,993,845**
2029	$6,462,303,917	$193,869,118	$233,365,599	$6,889,538,634	$3,505,340,525	$35,053,405	$3,936,323	10%	$393,632	$6,575,060	46%	$3,015,752	**$3,409,385**
2030	$6,889,538,634	$206,686,159	$287,727,524	$7,383,952,317	$3,999,754,208	$39,997,542	$4,491,524	13%	$583,898	$7,502,445	13%	$975,318	**$1,559,216**
2031	$7,383,952,317	$221,518,570	$117,345,589	$7,722,816,475	$4,338,618,367	$43,386,184	$4,872,052	13%	$633,367	$8,138,061	13%	$1,057,948	**$1,691,315**
2032	$7,722,816,475	$231,684,494	$120,865,956	$8,075,366,926	$4,691,168,817	$46,911,688	$5,267,949	13%	$684,833	$8,799,349	13%	$1,143,915	**$1,828,749**
2033	$8,075,366,926	$242,261,008	$115,974,440	$8,433,602,373	$5,049,404,265	$50,494,043	$5,670,229	10%	$538,672	$9,471,301	10%	$899,774	**$1,438,445**
2034	$8,433,602,373	$253,008,071	$116,277,234	$8,802,887,679	$5,418,689,570	$54,186,896	$6,084,918	10%	$578,067	$10,163,979	10%	$965,578	**$1,543,645**
2035	$8,802,887,679	$264,086,630	$106,678,625	$9,173,652,934	$5,789,454,826	$57,894,548	$6,501,269	10%	$617,621	$10,859,434	10%	$1,031,646	**$1,649,267**
2036	$9,173,652,934	$275,209,588	$109,878,984	$9,558,741,506	$6,174,543,397	$61,745,434	$6,933,704	10%	$658,702	$11,581,754	10%	$1,100,267	**$1,758,969**
2037	$9,558,741,506	$286,762,245	$55,738,567	$9,901,242,319	$6,517,044,210	$65,170,442	$7,318,315	10%	$695,240	$12,224,192	10%	$1,161,298	**$1,856,538**
2038	$9,901,242,319	$297,037,270	$57,410,725	$10,255,690,313	$6,871,492,204	$68,714,922	$7,716,343	10%	$733,053	$12,889,040	10%	$1,224,459	**$1,957,511**
2039	$10,255,690,313	$307,670,709	$59,133,046	$10,622,494,068	$7,238,295,960	$72,382,960	$8,128,245	10%	$772,183	$13,577,063	10%	$1,289,821	**$2,062,004**
2040	$10,622,494,068	$318,674,822	$160,247,219	$11,101,416,110	$7,717,218,001	$77,172,180	$8,666,051	10%	$823,275	$14,475,390	10%	$1,375,162	**$2,198,437**
2041	$11,101,416,110	$333,042,483	$169,759,786	$11,604,218,379	$8,220,020,270	$82,200,203	$9,230,673	10%	$876,914	$15,418,510	10%	$1,464,758	**$2,341,672**
2042	$11,604,218,379	$348,126,551	$174,852,579	$12,127,197,510	$8,742,999,401	$87,429,994	$9,817,952	10%	$932,705	$16,399,475	10%	$1,557,950	**$2,490,656**
2043	$12,127,197,510	$363,815,925	$180,098,157	$12,671,111,592	$9,286,913,483	$92,869,135	$10,428,740	10%	$990,730	$17,419,709	10%	$1,654,872	**$2,645,603**
2044	$12,671,111,592	$380,133,348	$185,501,102	$13,236,746,041	$9,852,547,933	$98,525,479	$11,063,920	5%	$497,876	$18,480,685	5%	$831,631	**$1,329,507**
2045	$13,236,746,041	$397,102,381	$191,066,135	$13,824,914,557	$10,440,716,449	$104,407,164	$11,724,404	5%	$527,598	$19,583,928	5%	$881,277	**$1,408,875**
2046	$13,824,914,557	$414,747,437	$196,798,119	$14,436,460,113	$11,052,262,004	$110,522,620	$12,411,139	5%	$558,501	$20,731,020	5%	$932,896	**$1,491,397**
2047	$14,436,460,113	$433,093,803	$202,702,062	$15,072,255,978	$11,688,057,870	$116,880,579	$13,125,106	5%	$590,630	$21,923,599	5%	$986,562	**$1,577,192**
2048	$15,072,255,978	$452,167,679	$208,783,124	$15,733,206,782	$12,349,008,673	$123,490,087	$13,867,321	5%	$624,029	$23,163,362	5%	$1,042,351	**$1,666,381**
2049	$15,733,206,782	$471,996,203	$215,046,618	$16,420,249,603	$13,036,051,494	$130,360,515	$14,638,835	5%	$658,748	$24,452,067	5%	$1,100,343	**$1,759,091**
2050	$16,420,249,603	$492,607,488	$221,498,016	$17,134,355,108	$13,750,156,999	$137,501,570	$15,440,740	5%	$694,833	$25,791,533	5%	$1,160,619	**$1,855,452**
2051	$17,134,355,108	$514,030,653	$221,819,629	$17,870,205,389	$14,486,007,281	$144,860,073	$16,267,063	5%	$732,018	$27,171,787	5%	$1,222,730	**$1,954,748**
2052	$17,870,205,389	$536,106,162	$228,474,217	$18,634,785,769	$15,250,587,660	$152,505,877	$17,125,649	5%	$770,654	$28,605,931	5%	$1,287,267	**$2,057,921**
2053	$18,634,785,769	$559,043,573	$235,328,444	$19,429,157,786	$16,044,959,677	$160,449,597	$18,017,689	5%	$810,796	$30,095,955	5%	$1,354,318	**$2,165,114**
2054	$19,429,157,786	$582,874,734	$242,388,297	$20,254,420,817	$16,870,222,708	$168,702,227	$18,944,418	5%	$852,499	$31,643,923	5%	$1,423,977	**$2,276,475**
2055	$20,254,420,817	$607,632,624	$249,659,946	$21,111,713,387	$17,727,515,279	$177,275,153	$19,907,115	5%	$895,820	$33,251,969	5%	$1,496,339	**$2,392,159**
2056	$21,111,713,387	$633,351,402	$257,149,745	$22,002,214,534	$18,618,016,425	$186,180,164	$20,907,103	5%	$940,820	$34,922,306	5%	$1,571,504	**$2,512,323**
2057	$22,002,214,534	$660,066,436	$264,864,237	$22,927,145,207	$19,542,947,098	$195,429,471	$21,945,754	5%	$987,559	$36,657,223	5%	$1,649,575	**$2,637,134**
2058	$22,927,145,207	$687,814,356	$272,810,164	$23,887,769,727	$20,503,571,618	$205,035,716	$23,024,488	5%	$1,036,102	$38,459,092	5%	$1,730,659	**$2,766,761**
2059	$23,887,769,727	$716,633,092	$280,994,469	$24,885,397,288	$21,501,199,179	$215,011,992	$24,144,774	5%	$1,086,515	$40,330,368	5%	$1,814,867	**$2,901,381**
2060	$24,885,397,288	$746,561,919	$0	$25,631,959,206	$22,247,761,098	$222,477,611	$24,983,126	5%	$1,124,241	$41,730,714	5%	$1,877,882	**$3,002,123**
2061	$25,631,959,206	$768,958,776	$0	$26,400,917,983	$23,016,719,874	$230,167,199	$25,846,628	5%	$1,163,098	$43,173,070	5%	$1,942,788	**$3,105,886**

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Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] See Table D-1 for Fiscal Year 2020-21 beginning assessed value

[2] See Table A-4 for new AV added to roll from 2021-22 on. It is assumed that new AV is added to roll in year after development occurs
In 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value

[3] This analysis uses annual EIFD revenue requirements provided by LWA to estimate the annual EIFD funding goals and the corresponding allocations for each ATE. The initial EIFD allocation (FY ending 2023 through 2028) are based on negotiations between all ATEs and vary by ATE. For all years following FY ending 2028, allocation rates are assumed to be consistent across all ATEs and step down over time as funding needs change. A listing of all allocation rates by ATE is provided in Table 4.

Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

Table A-3
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Lathrop Annexation Area (Real $)

Lathrop Annexation Area

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2] [3]	Ending AV	Cumulative Growth in AV starting in 2022	Gross Tax Increment	Net Tax Increment						
							City [1]	City EIFD Allocation [4]	City EIFD	County [1]	County EIFD Allocation [4]	County EIFD	Total EIFD
Formula	*a*	*b=a*3.0%*	*c*	*d=a+b+c*	*e*	*f=e*1.0%*	*g=f^6.94%*	*h*	*i=g*h*	*j=f^27.75%*	*k*	*l=j*k*	*m=i+l*
2020	$0	$0	$0	$0	$0	$0	$0	0%	$0	$0	0%	$0	**$0**
2021	$0	$0	$0	$0	$0	$0	$0	10%	$0	$0	46%	$0	**$0**
2022	$0	$0	$0	$0	$0	$0	$0	10%	$0	$0	46%	$0	**$0**
2023	$0	$0	$0	$0	$0	$0	$0	10%	$0	$0	46%	$0	**$0**
2024	$0	$0	$0	$0	$0	$0	$0	10%	$0	$0	46%	$0	**$0**
2025	$0	$0	$7,956,388	$7,956,388	$7,956,388	$79,564	$5,520	10%	$552	$22,081	46%	$10,128	**$10,680**
2026	$7,956,388	$238,692	$8,195,079	$16,390,159	$16,390,159	$163,902	$11,372	10%	$1,137	$45,487	46%	$20,863	**$22,000**
2027	$16,390,159	$491,705	$8,440,932	$25,322,795	$25,322,795	$253,228	$17,569	10%	$1,757	$70,277	46%	$32,234	**$33,991**
2028	$25,322,795	$759,684	$8,694,160	$34,776,639	$34,776,639	$347,766	$24,129	10%	$2,413	$96,514	46%	$44,268	**$46,681**
2029	$34,776,639	$1,043,299	$8,954,985	$44,774,923	$44,774,923	$447,749	$31,066	10%	$3,107	$124,262	46%	$56,995	**$60,101**
2030	$44,774,923	$1,343,248	$9,223,634	$55,341,805	$55,341,805	$553,418	$38,397	13%	$4,992	$153,588	13%	$19,966	**$24,958**
2031	$55,341,805	$1,660,254	$9,500,343	$66,502,402	$66,502,402	$665,024	$46,140	13%	$5,998	$184,561	13%	$23,993	**$29,991**
2032	$66,502,402	$1,995,072	$9,785,353	$78,282,827	$78,282,827	$782,828	$54,314	13%	$7,061	$217,255	13%	$28,243	**$35,304**
2033	$78,282,827	$2,348,485	$10,078,914	$90,710,226	$90,710,226	$907,102	$62,936	10%	$5,979	$251,744	10%	$23,916	**$29,895**
2034	$90,710,226	$2,721,307	$10,381,281	$103,812,814	$103,812,814	$1,038,128	$72,027	10%	$6,843	$288,107	10%	$27,370	**$34,213**
2035	$103,812,814	$3,114,384	$0	$106,927,199	$106,927,199	$1,069,272	$74,188	10%	$7,048	$296,751	10%	$28,191	**$35,239**
2036	$106,927,199	$3,207,816	$0	$110,135,015	$110,135,015	$1,101,350	$76,413	10%	$7,259	$305,653	10%	$29,037	**$36,296**
2037	$110,135,015	$3,304,050	$0	$113,439,065	$113,439,065	$1,134,391	$78,706	10%	$7,477	$314,823	10%	$29,908	**$37,385**
2038	$113,439,065	$3,403,172	$0	$116,842,237	$116,842,237	$1,168,422	$81,067	10%	$7,701	$324,268	10%	$30,805	**$38,507**
2039	$116,842,237	$3,505,267	$0	$120,347,504	$120,347,504	$1,203,475	$83,499	10%	$7,932	$333,996	10%	$31,730	**$39,662**
2040	$120,347,504	$3,610,425	$0	$123,957,929	$123,957,929	$1,239,579	$86,004	10%	$8,170	$344,015	10%	$32,681	**$40,852**
2041	$123,957,929	$3,718,738	$0	$127,676,667	$127,676,667	$1,276,767	$88,584	10%	$8,415	$354,336	10%	$33,662	**$42,077**
2042	$127,676,667	$3,830,300	$0	$131,506,967	$131,506,967	$1,315,070	$91,241	10%	$8,668	$364,966	10%	$34,672	**$43,340**
2043	$131,506,967	$3,945,209	$0	$135,452,176	$135,452,176	$1,354,522	$93,979	10%	$8,928	$375,915	10%	$35,712	**$44,640**
2044	$135,452,176	$4,063,565	$0	$139,515,742	$139,515,742	$1,395,157	$96,798	5%	$4,356	$387,192	5%	$17,424	**$21,780**
2045	$139,515,742	$4,185,472	$0	$143,701,214	$143,701,214	$1,437,012	$99,702	5%	$4,487	$398,808	5%	$17,946	**$22,433**
2046	$143,701,214	$4,311,036	$0	$148,012,250	$148,012,250	$1,480,123	$102,693	5%	$4,621	$410,772	5%	$18,485	**$23,106**
2047	$148,012,250	$4,440,368	$0	$152,452,618	$152,452,618	$1,524,526	$105,774	5%	$4,760	$423,096	5%	$19,039	**$23,799**
2048	$152,452,618	$4,573,579	$0	$157,026,196	$157,026,196	$1,570,262	$108,947	5%	$4,903	$435,788	5%	$19,610	**$24,513**
2049	$157,026,196	$4,710,786	$0	$161,736,982	$161,736,982	$1,617,370	$112,216	5%	$5,050	$448,862	5%	$20,199	**$25,248**
2050	$161,736,982	$4,852,109	$0	$166,589,092	$166,589,092	$1,665,891	$115,582	5%	$5,201	$462,328	5%	$20,805	**$26,006**
2051	$166,589,092	$4,997,673	$0	$171,586,764	$171,586,764	$1,715,868	$119,049	5%	$5,357	$476,198	5%	$21,429	**$26,786**
2052	$171,586,764	$5,147,603	$0	$176,734,367	$176,734,367	$1,767,344	$122,621	5%	$5,518	$490,484	5%	$22,072	**$27,590**
2053	$176,734,367	$5,302,031	$0	$182,036,398	$182,036,398	$1,820,364	$126,300	5%	$5,683	$505,198	5%	$22,734	**$28,417**
2054	$182,036,398	$5,461,092	$0	$187,497,490	$187,497,490	$1,874,975	$130,089	5%	$5,854	$520,354	5%	$23,416	**$29,270**
2055	$187,497,490	$5,624,925	$0	$193,122,415	$193,122,415	$1,931,224	$133,991	5%	$6,030	$535,965	5%	$24,118	**$30,148**
2056	$193,122,415	$5,793,672	$0	$198,916,087	$198,916,087	$1,989,161	$138,011	5%	$6,210	$552,044	5%	$24,842	**$31,052**
2057	$198,916,087	$5,967,483	$0	$204,883,570	$204,883,570	$2,048,836	$142,151	5%	$6,397	$568,605	5%	$25,587	**$31,984**
2058	$204,883,570	$6,146,507	$0	$211,030,077	$211,030,077	$2,110,301	$146,416	5%	$6,589	$585,663	5%	$26,355	**$32,944**
2059	$211,030,077	$6,330,902	$0	$217,360,979	$217,360,979	$2,173,610	$150,808	5%	$6,786	$603,233	5%	$27,145	**$33,932**
2060	$217,360,979	$6,520,829	$0	$223,881,809	$223,881,809	$2,238,818	$155,333	5%	$6,990	$621,330	5%	$27,960	**$34,950**
2061	$223,881,809	$6,716,454	$0	$230,598,263	$230,598,263	$2,305,983	$159,992	5%	$7,200	$639,970	5%	$28,799	**$35,998**

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Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs.
[2] See Table A-5 for new AV added to roll from 2021-22 on. It is assumed that new AV is added to roll in year after development occurs.
In 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.
[3] As a conservative assumption, this analysis excludes incremental growth of the existing land value of parcels annexed into the City until the time that the parcel develops. The growth of existing value for these parcels will be included in the EIFD and a method for estimating incremental AV growth/revenue to the EIFD will be determined at the time of EIFD formation. Refer to Table D-2 for the anticipated value of parcels annexed into the City in the first year of development.
[4] This analysis uses annual EIFD revenue requirements provided by LWA to estimate the annual EIFD funding goals and the corresponding allocations for each ATE. The initial EIFD allocation (FY ending 2023 through 2028) are based on negotiations between all ATEs and vary by ATE. For all years following FY ending 2028, allocation rates are assumed to be consistent across all ATEs and step down over time as funding needs change. A listing of all allocation rates by ATE is provided in Table 4.

Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

Table A-4
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Assessed Value of New Development - Lathrop Existing City (2020 and Real $)

Lathrop
Existing City

Fiscal Year Ending	Assessed Value of New Development [1]									
	Low Density Residential	High Density Residential	**Subtotal Residential**	Retail	Office	Industrial	**Subtotal Nonres.**	**Total (2020$)**	Escalation Factor [2]	**Total with Annual Sales Price Increase**
	AV per Dwelling Unit			*AV per Bldg. Sq. Ft.*						
Assumption	*$ 525,000*	*$ 200,000*		*$ 250*	*$ 250*	*$ 100*				
2020	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.000	**$0**
2021	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.030	**$0**
2022	$282,187,500	$12,800,000	**$294,987,500**	$32,767,650	$21,845,100	$46,109,007	**$100,721,757**	**$395,709,257**	1.061	**$419,807,951**
2023	$75,600,000	$36,800,000	**$112,400,000**	$65,535,300	$43,690,200	$92,218,014	**$201,443,514**	**$313,843,514**	1.093	**$342,945,282**
2024	$0	$16,400,000	**$16,400,000**	$65,535,300	$43,690,200	$92,218,014	**$201,443,514**	**$217,843,514**	1.126	**$245,184,795**
2025	$10,500,000	$16,400,000	**$26,900,000**	$65,535,300	$43,690,200	$92,218,014	**$201,443,514**	**$228,343,514**	1.159	**$264,712,716**
2026	$10,500,000	$16,400,000	**$26,900,000**	$62,707,800	$41,805,200	$92,218,014	**$196,731,014**	**$223,631,014**	1.194	**$267,027,126**
2027	$10,500,000	$16,000,000	**$26,500,000**	$62,707,800	$41,805,200	$103,965,014	**$208,478,014**	**$234,978,014**	1.230	**$288,993,319**
2028	$10,500,000	$0	**$10,500,000**	$62,707,800	$41,805,200	$86,411,327	**$190,924,327**	**$201,424,327**	1.267	**$255,158,311**
2029	$10,500,000	$0	**$10,500,000**	$62,707,800	$41,805,200	$63,842,300	**$168,355,300**	**$178,855,300**	1.305	**$233,365,599**
2030	$10,500,000	$5,800,000	**$16,300,000**	$80,372,400	$53,581,600	$63,842,300	**$197,796,300**	**$214,096,300**	1.344	**$287,727,524**
2031	$10,500,000	$5,800,000	**$16,300,000**	$20,233,650	$13,489,100	$34,750,200	**$68,472,950**	**$84,772,950**	1.384	**$117,345,589**
2032	$10,500,000	$5,800,000	**$16,300,000**	$20,233,650	$13,489,100	$34,750,200	**$68,472,950**	**$84,772,950**	1.426	**$120,865,956**
2033	$10,500,000	$0	**$10,500,000**	$20,233,650	$13,489,100	$34,750,200	**$68,472,950**	**$78,972,950**	1.469	**$115,974,440**
2034	$8,400,000	$0	**$8,400,000**	$20,233,650	$13,489,100	$34,750,200	**$68,472,950**	**$76,872,950**	1.513	**$116,277,234**
2035	$0	$0	**$0**	$20,233,650	$13,489,100	$34,750,200	**$68,472,950**	**$68,472,950**	1.558	**$106,678,625**
2036	$0	$0	**$0**	$20,233,650	$13,489,100	$34,750,200	**$68,472,950**	**$68,472,950**	1.605	**$109,878,984**
2037	$0	$0	**$0**	$20,233,650	$13,489,100	$0	**$33,722,750**	**$33,722,750**	1.653	**$55,738,567**
2038	$0	$0	**$0**	$20,233,650	$13,489,100	$0	**$33,722,750**	**$33,722,750**	1.702	**$57,410,725**
2039	$0	$0	**$0**	$20,233,650	$13,489,100	$0	**$33,722,750**	**$33,722,750**	1.754	**$59,133,046**
2040	$88,725,000	$0	**$88,725,000**	$0	$0	$0	**$0**	**$88,725,000**	1.806	**$160,247,219**
2041	$88,725,000	$0	**$88,725,000**	$1,517,550	$1,011,700	$0	**$2,529,250**	**$91,254,250**	1.860	**$169,759,786**
2042	$88,725,000	$0	**$88,725,000**	$1,517,550	$1,011,700	$0	**$2,529,250**	**$91,254,250**	1.916	**$174,852,579**
2043	$88,725,000	$0	**$88,725,000**	$1,517,550	$1,011,700	$0	**$2,529,250**	**$91,254,250**	1.974	**$180,098,157**
2044	$88,725,000	$0	**$88,725,000**	$1,517,550	$1,011,700	$0	**$2,529,250**	**$91,254,250**	2.033	**$185,501,102**
2045	$88,725,000	$0	**$88,725,000**	$1,517,550	$1,011,700	$0	**$2,529,250**	**$91,254,250**	2.094	**$191,066,135**
2046	$88,725,000	$0	**$88,725,000**	$1,517,550	$1,011,700	$0	**$2,529,250**	**$91,254,250**	2.157	**$196,798,119**
2047	$88,725,000	$0	**$88,725,000**	$1,517,550	$1,011,700	$0	**$2,529,250**	**$91,254,250**	2.221	**$202,702,062**
2048	$88,725,000	$0	**$88,725,000**	$1,517,550	$1,011,700	$0	**$2,529,250**	**$91,254,250**	2.288	**$208,783,124**
2049	$88,725,000	$0	**$88,725,000**	$1,517,550	$1,011,700	$0	**$2,529,250**	**$91,254,250**	2.357	**$215,046,618**
2050	$88,725,000	$0	**$88,725,000**	$1,517,550	$1,011,700	$0	**$2,529,250**	**$91,254,250**	2.427	**$221,498,016**
2051	$88,725,000	$0	**$88,725,000**	$0	$0	$0	**$0**	**$88,725,000**	2.500	**$221,819,629**
2052	$88,725,000	$0	**$88,725,000**	$0	$0	$0	**$0**	**$88,725,000**	2.575	**$228,474,217**
2053	$88,725,000	$0	**$88,725,000**	$0	$0	$0	**$0**	**$88,725,000**	2.652	**$235,328,444**
2054	$88,725,000	$0	**$88,725,000**	$0	$0	$0	**$0**	**$88,725,000**	2.732	**$242,388,297**
2055	$88,725,000	$0	**$88,725,000**	$0	$0	$0	**$0**	**$88,725,000**	2.814	**$249,659,946**
2056	$88,725,000	$0	**$88,725,000**	$0	$0	$0	**$0**	**$88,725,000**	2.898	**$257,149,745**
2057	$88,725,000	$0	**$88,725,000**	$0	$0	$0	**$0**	**$88,725,000**	2.985	**$264,864,237**
2058	$88,725,000	$0	**$88,725,000**	$0	$0	$0	**$0**	**$88,725,000**	3.075	**$272,810,164**
2059	$88,725,000	$0	**$88,725,000**	$0	$0	$0	**$0**	**$88,725,000**	3.167	**$280,994,469**
2060	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.262	**$0**

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Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] Calculated as annual projected dwelling units/bldg. sq. ft. multiplied by AV per dwelling unit/bldg. sq. ft. See Table A-6 for development projections.
[2] Based on a 3 percent annual growth factor.

Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

Table A-5
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Assessed Value of New Development - Lathrop Annexation Areas (2020 and Real $)

Lathrop Annexation Area

Fiscal Year Ending	Assessed Value of New Development [1]									
	Low Density Residential	High Density Residential	**Subtotal Residential**	Retail	Office	Industrial	**Subtotal Nonres.**	**Total (2020$)**	Escalation Factor [2]	**Total with Annual Sales Price Increase**
	AV per Dwelling Unit			*AV per Bldg. Sq. Ft.*						
Assumption	*$ 525,000*	*$ 200,000*		*$ 250*	*$ 250*	*$ 100*				
2020	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.000	**$0**
2021	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.030	**$0**
2022	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.061	**$0**
2023	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.093	**$0**
2024	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.126	**$0**
2025	$0	$0	**$0**	$6,863,250	$0	$0	**$6,863,250**	**$6,863,250**	1.159	**$7,956,388**
2026	$0	$0	**$0**	$6,863,250	$0	$0	**$6,863,250**	**$6,863,250**	1.194	**$8,195,079**
2027	$0	$0	**$0**	$6,863,250	$0	$0	**$6,863,250**	**$6,863,250**	1.230	**$8,440,932**
2028	$0	$0	**$0**	$6,863,250	$0	$0	**$6,863,250**	**$6,863,250**	1.267	**$8,694,160**
2029	$0	$0	**$0**	$6,863,250	$0	$0	**$6,863,250**	**$6,863,250**	1.305	**$8,954,985**
2030	$0	$0	**$0**	$6,863,250	$0	$0	**$6,863,250**	**$6,863,250**	1.344	**$9,223,634**
2031	$0	$0	**$0**	$6,863,250	$0	$0	**$6,863,250**	**$6,863,250**	1.384	**$9,500,343**
2032	$0	$0	**$0**	$6,863,250	$0	$0	**$6,863,250**	**$6,863,250**	1.426	**$9,785,353**
2033	$0	$0	**$0**	$6,863,250	$0	$0	**$6,863,250**	**$6,863,250**	1.469	**$10,078,914**
2034	$0	$0	**$0**	$6,863,250	$0	$0	**$6,863,250**	**$6,863,250**	1.513	**$10,381,281**
2035	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.558	**$0**
2036	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.605	**$0**
2037	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.653	**$0**
2038	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.702	**$0**
2039	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.754	**$0**
2040	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.806	**$0**
2041	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.860	**$0**
2042	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.916	**$0**
2043	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.974	**$0**
2044	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.033	**$0**
2045	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.094	**$0**
2046	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.157	**$0**
2047	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.221	**$0**
2048	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.288	**$0**
2049	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.357	**$0**
2050	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.427	**$0**
2051	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.500	**$0**
2052	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.575	**$0**
2053	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.652	**$0**
2054	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.732	**$0**
2055	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.814	**$0**
2056	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.898	**$0**
2057	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.985	**$0**
2058	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.075	**$0**
2059	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.167	**$0**
2060	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.262	**$0**

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Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] Calculated as annual projected dwelling units/bldg. sq. ft. multiplied by AV per dwelling unit/bldg. sq. ft. See Table A-6 for development projections.
[2] Based on a 3 percent annual growth factor.

Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

Table A-6
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Incremental Development Projections - Lathrop

Lathrop
Existing City

	Existing City						
	Dwelling Units			Building Square Feet			
Fiscal Year Ending	Single Family Residential	Multifamily Residential	TOTAL	Retail	Office	Industrial	Total
2020	-	-	-	-	-	-	-
2021	-	-	-	-	-	-	-
2022	538	64	602	131,071	87,380	461,090	679,541
2023	144	184	328	262,141	174,761	922,180	1,359,082
2024	-	82	82	262,141	174,761	922,180	1,359,082
2025	20	82	102	262,141	174,761	922,180	1,359,082
2026	20	82	102	250,831	167,221	922,180	1,340,232
2027	20	80	100	250,831	167,221	1,039,650	1,457,702
2028	20	-	20	250,831	167,221	864,113	1,282,165
2029	20	-	20	250,831	167,221	638,423	1,056,475
2030	20	29	49	321,490	214,326	638,423	1,174,239
2031	20	29	49	80,935	53,956	347,502	482,393
2032	20	29	49	80,935	53,956	347,502	482,393
2033	20	-	20	80,935	53,956	347,502	482,393
2034	16	-	16	80,935	53,956	347,502	482,393
2035	-	-	-	80,935	53,956	347,502	482,393
2036	-	-	-	80,935	53,956	347,502	482,393
2037	-	-	-	80,935	53,956	-	134,891
2038	-	-	-	80,935	53,956	-	134,891
2039	-	-	-	80,935	53,956	-	134,891
2040	169	-	169	-	-	-	-
2041	169	-	169	6,070	4,047	-	10,117
2042	169	-	169	6,070	4,047	-	10,117
2043	169	-	169	6,070	4,047	-	10,117
2044	169	-	169	6,070	4,047	-	10,117
2045	169	-	169	6,070	4,047	-	10,117
2046	169	-	169	6,070	4,047	-	10,117
2047	169	-	169	6,070	4,047	-	10,117
2048	169	-	169	6,070	4,047	-	10,117
2049	169	-	169	6,070	4,047	-	10,117
2050	169	-	169	6,070	4,047	-	10,117
2051	169	-	169	-	-	-	-
2052	169	-	169	-	-	-	-
2053	169	-	169	-	-	-	-
2054	169	-	169	-	-	-	-
2055	169	-	169	-	-	-	-
2056	169	-	169	-	-	-	-
2057	169	-	169	-	-	-	-
2058	169	-	169	-	-	-	-
2059	169	-	169	-	-	-	-
2060	-	-	-	-	-	-	-
Total	4,258	661	4,919	3,031,422	2,020,948	9,415,432	14,467,802

Source: San Joaquin County; City of Lathrop; LWA; EPS.

Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

Table A-6
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Incremental Development Projections - Lathrop

Lathrop
Annexation Areas

	Annexation Area						
	Dwelling Units			Building Square Feet			
Fiscal Year Ending	Single Family Residential	Multifamily Residential	TOTAL	Retail	Office	Industrial	Total
2020	-	-	-	-	-	-	-
2021	-	-	-	-	-	-	-
2022	-	-	-	-	-	-	-
2023	-	-	-	-	-	-	-
2024	-	-	-	-	-	-	-
2025	-	-	-	27,453	-	-	27,453
2026	-	-	-	27,453	-	-	27,453
2027	-	-	-	27,453	-	-	27,453
2028	-	-	-	27,453	-	-	27,453
2029	-	-	-	27,453	-	-	27,453
2030	-	-	-	27,453	-	-	27,453
2031	-	-	-	27,453	-	-	27,453
2032	-	-	-	27,453	-	-	27,453
2033	-	-	-	27,453	-	-	27,453
2034	-	-	-	27,453	-	-	27,453
2035	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-
2057	-	-	-	-	-	-	-
2058	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-
Total	**-**	**-**	**-**	**274,530**	**-**	**-**	**274,530**

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Source: San Joaquin County; City of Lathrop; LWA; EPS.

APPENDIX B:

City of Manteca EIFD
Revenue-Estimating Tables

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Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

Table B-1
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Manteca (Real $)

Manteca
Existing City and Annexation Areas

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV starting in 2022	Gross Tax Increment	Net Tax Increment				
							City [1]	City EIFD [3]	County [1]	County EIFD [3]	Total EIFD
Formula	*a*	*b=a*3.0%*	*c*	*d=a+b+c*	*e*	*f=e*1.0%*	*[4]*	*h=g*[3]*	*[4]*	*j=i*[3]*	*h+j*
2020	$1,049,314,999	$31,479,450	$0	$1,080,794,449	$0	$0	$0	$0	$0	$0	**$0**
2021	$1,080,794,449	$32,423,833	$0	$1,113,218,282	$0	$0	$0	$0	$0	$0	**$0**
2022	$1,113,218,282	$33,396,548	$176,568,725	$1,323,183,556	$209,965,274	$2,099,653	$391,544	$19,577	$543,435	$249,255	**$268,832**
2023	$1,323,183,556	$39,695,507	$459,406,107	$1,822,285,170	$709,066,887	$7,090,669	$1,070,324	$53,516	$1,564,044	$717,373	**$770,889**
2024	$1,822,285,170	$54,668,555	$353,564,711	$2,230,518,436	$1,117,300,154	$11,173,002	$1,617,104	$80,855	$2,406,158	$1,103,621	**$1,184,477**
2025	$2,230,518,436	$66,915,553	$467,334,061	$2,764,768,051	$1,651,549,768	$16,515,498	$2,341,868	$117,093	$3,500,222	$1,605,431	**$1,722,524**
2026	$2,764,768,051	$82,943,042	$342,844,017	$3,190,555,109	$2,077,336,827	$20,773,368	$2,909,286	$145,464	$4,381,046	$2,009,434	**$2,154,898**
2027	$3,190,555,109	$95,716,653	$289,958,096	$3,576,229,859	$2,463,011,576	$24,630,116	$3,416,977	$170,849	$5,184,345	$2,377,880	**$2,548,729**
2028	$3,576,229,859	$107,286,896	$279,617,285	$3,963,134,039	$2,849,915,757	$28,499,158	$3,923,940	$196,197	$5,992,246	$2,748,436	**$2,944,633**
2029	$3,963,134,039	$118,894,021	$298,613,609	$4,380,641,670	$3,267,423,387	$32,674,234	$4,472,061	$223,603	$6,863,129	$3,147,880	**$3,371,483**
2030	$4,380,641,670	$131,419,250	$303,002,702	$4,815,063,622	$3,701,845,339	$37,018,453	$5,041,656	$655,415	$7,769,932	$1,010,091	**$1,665,506**
2031	$4,815,063,622	$144,451,909	$312,092,783	$5,271,608,313	$4,158,390,031	$41,583,900	$5,640,051	$733,207	$8,723,092	$1,134,002	**$1,867,209**
2032	$5,271,608,313	$158,148,249	$318,675,333	$5,748,431,895	$4,635,213,613	$46,352,136	$6,262,847	$814,170	$9,720,485	$1,263,663	**$2,077,833**
2033	$5,748,431,895	$172,452,957	$348,557,750	$6,269,442,602	$5,156,224,319	$51,562,243	$6,930,054	$658,355	$10,821,876	$1,028,078	**$1,686,433**
2034	$6,269,442,602	$188,083,278	$358,258,187	$6,815,784,067	$5,702,565,785	$57,025,658	$7,629,227	$724,777	$11,977,227	$1,137,837	**$1,862,613**
2035	$6,815,784,067	$204,473,522	$282,641,879	$7,302,899,468	$6,189,681,185	$61,896,812	$8,239,289	$782,732	$13,018,914	$1,236,797	**$2,019,529**
2036	$7,302,899,468	$219,086,984	$241,768,389	$7,763,754,840	$6,650,536,558	$66,505,366	$8,807,180	$836,682	$14,012,520	$1,331,189	**$2,167,871**
2037	$7,763,754,840	$232,912,645	$185,851,807	$8,182,519,293	$7,069,301,010	$70,693,010	$9,310,066	$884,456	$14,926,803	$1,418,046	**$2,302,503**
2038	$8,182,519,293	$245,475,579	$89,377,736	$8,517,372,607	$7,404,154,325	$74,041,543	$9,762,155	$927,405	$15,614,423	$1,483,370	**$2,410,775**
2039	$8,517,372,607	$255,521,178	$92,059,068	$8,864,952,853	$7,751,734,571	$77,517,346	$10,231,640	$972,006	$16,327,992	$1,551,159	**$2,523,165**
2040	$8,864,952,853	$265,948,586	$83,984,172	$9,214,885,611	$8,101,667,329	$81,016,673	$10,703,666	$1,016,848	$17,046,945	$1,619,460	**$2,636,308**
2041	$9,214,885,611	$276,446,568	$23,253,682	$9,514,585,862	$8,401,367,579	$84,013,676	$11,103,026	$1,054,788	$17,666,960	$1,678,361	**$2,733,149**
2042	$9,514,585,862	$285,437,576	$23,951,293	$9,823,974,730	$8,710,756,448	$87,107,564	$11,515,365	$1,093,960	$18,306,959	$1,739,161	**$2,833,121**
2043	$9,823,974,730	$294,719,242	$24,669,831	$10,143,363,804	$9,030,145,521	$90,301,455	$11,941,102	$1,134,405	$18,967,584	$1,801,921	**$2,936,325**
2044	$10,143,363,804	$304,300,914	$25,409,926	$10,473,074,644	$9,359,856,362	$93,598,564	$12,380,668	$557,130	$19,649,497	$884,227	**$1,441,357**
2045	$10,473,074,644	$314,192,239	$26,172,224	$10,813,439,108	$9,700,220,825	$97,002,208	$12,834,512	$577,553	$20,353,380	$915,902	**$1,493,455**
2046	$10,813,439,108	$324,403,173	$26,957,391	$11,164,799,672	$10,051,581,389	$100,515,814	$13,303,093	$598,639	$21,079,937	$948,597	**$1,547,236**
2047	$11,164,799,672	$334,943,990	$27,766,113	$11,527,509,774	$10,414,291,492	$104,142,915	$13,786,888	$620,410	$21,829,895	$982,345	**$1,602,755**
2048	$11,527,509,774	$345,825,293	$28,599,096	$11,901,934,164	$10,788,715,881	$107,887,159	$14,286,388	$642,887	$22,604,005	$1,017,180	**$1,660,068**
2049	$11,901,934,164	$357,058,025	$29,457,069	$12,288,449,257	$11,175,230,975	$111,752,310	$14,802,099	$666,094	$23,403,041	$1,053,137	**$1,719,231**
2050	$12,288,449,257	$368,653,478	$30,340,781	$12,687,443,516	$11,574,225,233	$115,742,252	$15,334,545	$690,055	$24,227,802	$1,090,251	**$1,780,306**
2051	$12,687,443,516	$380,623,305	$31,251,004	$13,099,317,826	$11,986,099,543	$119,860,995	$15,884,266	$714,792	$25,079,111	$1,128,560	**$1,843,352**
2052	$13,099,317,826	$392,979,535	$32,188,534	$13,524,485,895	$12,411,267,612	$124,112,676	$16,451,819	$740,332	$25,957,820	$1,168,102	**$1,908,434**
2053	$13,524,485,895	$405,734,577	$33,154,190	$13,963,374,662	$12,850,156,380	$128,501,564	$17,037,779	$766,700	$26,864,807	$1,208,916	**$1,975,616**
2054	$13,963,374,662	$418,901,240	$34,148,816	$14,416,424,718	$13,303,206,436	$133,032,064	$17,642,740	$793,923	$27,800,977	$1,251,044	**$2,044,967**
2055	$14,416,424,718	$432,492,742	$32,049,893	$14,880,967,353	$13,767,749,071	$137,677,491	$18,262,849	$821,828	$28,761,067	$1,294,248	**$2,116,076**
2056	$14,880,967,353	$446,429,021	$0	$15,327,396,374	$14,214,178,091	$142,141,781	$18,855,740	$848,508	$29,686,363	$1,335,886	**$2,184,395**
2057	$15,327,396,374	$459,821,891	$0	$15,787,218,265	$14,673,999,983	$146,740,000	$19,466,417	$875,989	$30,639,418	$1,378,774	**$2,254,763**
2058	$15,787,218,265	$473,616,548	$0	$16,260,834,813	$15,147,616,530	$151,476,165	$20,095,415	$904,294	$31,621,065	$1,422,948	**$2,327,242**
2059	$16,260,834,813	$487,825,044	$0	$16,748,659,857	$15,635,441,575	$156,354,416	$20,743,283	$933,448	$32,632,161	$1,468,447	**$2,401,895**
2060	$16,748,659,857	$502,459,796	$0	$17,251,119,653	$16,137,901,371	$161,379,014	$21,410,587	$963,476	$33,673,591	$1,515,312	**$2,478,788**
2061	$17,251,119,653	$517,533,590	$0	$17,768,653,243	$16,655,434,960	$166,554,350	$22,097,911	$994,406	$34,746,263	$1,563,582	**$2,557,988**

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Source: San Joaquin County; City of Manteca; LWA; EPS.

[1] See Table D-1 for Fiscal Year 2020-21 beginning assessed value.
[2] See Table B-4 for new AV added to roll from 2021-22 on. It is assumed that new AV is added to roll in year after development occurs.
In 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.
[3] This analysis uses annual EIFD revenue requirements provided by LWA to estimate the annual EIFD funding goals and the corresponding allocations for each ATE. The initial EIFD allocation (FY ending 2023 through 2028) are based on negotiations between all ATEs and vary by ATE. For all years following FY ending 2028, allocation rates are assumed to be consistent across all ATEs and step down over time as funding needs change. A listing of all allocation rates by ATE is provided in Table 4.
[4] The City and County tax allocation rates vary between TRAs within the existing City boundaries and the annexation area. See Table B-2 and Table B-3 for more details.

Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

Table B-2
Mossdale Tract Infrastructure Finance Plar
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Manteca Existing City Boundaries (Real $

Manteca
Existing City

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV *starting in 2022*	Gross Tax Increment	Net Tax Increment						
							City [1]	City EIFD Allocation [3]	City EIFD	County [1]	County EIFD Allocation [3]	County EIFD	Total EIFD
Formula	*a*	*b=a*3.0%*	*c*	*d=a+b+c*	*e*	*f=e*1.0%*	*g=f*14.30%*	*h*	*i=g*h*	*j=f*19.84%*	*k*	*l=j*k*	*m=i+l*
2020	$1,049,314,999	$31,479,450	$0	$1,080,794,449	$0	$0	$0	0%	$0	$0	0%	$0	**$0**
2021	$1,080,794,449	$32,423,833	$0	$1,113,218,282	$0	$0	$0	5%	$0	$0	46%	$0	**$0**
2022	$1,113,218,282	$33,396,548	$176,568,725	$1,323,183,556	$273,868,557	$2,738,686	$391,544	5%	$19,577	$543,435	46%	$249,255	**$268,832**
2023	$1,323,183,556	$39,695,507	$414,057,936	$1,776,936,999	$727,622,000	$7,276,220	$1,040,266	5%	$52,013	$1,443,813	46%	$662,227	**$714,241**
2024	$1,776,936,999	$53,308,110	$306,856,096	$2,137,101,205	$1,087,786,206	$10,877,862	$1,555,186	5%	$77,759	$2,158,484	46%	$990,022	**$1,067,781**
2025	$2,137,101,205	$64,113,036	$419,224,187	$2,620,438,428	$1,571,123,429	$15,711,234	$2,246,203	5%	$112,310	$3,117,565	46%	$1,429,919	**$1,542,229**
2026	$2,620,438,428	$78,613,153	$293,290,847	$2,992,342,428	$1,943,027,429	$19,430,274	$2,777,907	5%	$138,895	$3,855,530	46%	$1,768,398	**$1,907,294**
2027	$2,992,342,428	$89,770,273	$238,918,331	$3,321,031,032	$2,271,716,033	$22,717,160	$3,247,826	5%	$162,391	$4,507,744	46%	$2,067,546	**$2,229,938**
2028	$3,321,031,032	$99,630,931	$227,046,326	$3,647,708,289	$2,598,393,290	$25,983,933	$3,714,870	5%	$185,744	$5,155,967	46%	$2,364,863	**$2,550,607**
2029	$3,647,708,289	$109,431,249	$244,465,522	$4,001,605,060	$2,952,290,061	$29,522,901	$4,220,829	5%	$211,041	$5,858,200	46%	$2,686,954	**$2,897,995**
2030	$4,001,605,060	$120,048,152	$247,230,172	$4,368,883,384	$3,319,568,385	$33,195,684	$4,745,920	13%	$616,970	$6,586,987	13%	$856,308	**$1,473,278**
2031	$4,368,883,384	$131,066,502	$254,647,077	$4,754,596,962	$3,705,281,963	$37,052,820	$5,297,366	13%	$688,658	$7,352,355	13%	$955,806	**$1,644,464**
2032	$4,754,596,962	$142,637,909	$257,367,615	$5,154,602,486	$4,105,287,487	$41,052,875	$5,869,246	13%	$763,002	$8,146,082	13%	$1,058,991	**$1,821,993**
2033	$5,154,602,486	$154,638,075	$265,088,643	$5,574,329,203	$4,525,014,204	$45,250,142	$6,469,321	10%	$614,585	$8,978,942	10%	$852,999	**$1,467,585**
2034	$5,574,329,203	$167,229,876	$272,285,007	$6,013,844,087	$4,964,529,088	$49,645,291	$7,097,686	10%	$674,280	$9,851,067	10%	$935,851	**$1,610,132**
2035	$6,013,844,087	$180,415,323	$194,089,503	$6,388,348,913	$5,339,033,914	$53,390,339	$7,633,108	10%	$725,145	$10,594,193	10%	$1,006,448	**$1,731,594**
2036	$6,388,348,913	$191,650,467	$150,559,442	$6,730,558,822	$5,681,243,823	$56,812,438	$8,122,359	10%	$771,624	$11,273,237	10%	$1,070,958	**$1,842,582**
2037	$6,730,558,822	$201,916,765	$91,906,593	$7,024,382,180	$5,975,067,181	$59,750,672	$8,542,432	10%	$811,531	$11,856,268	10%	$1,126,345	**$1,937,877**
2038	$7,024,382,180	$210,731,465	$89,377,736	$7,324,491,381	$6,275,176,382	$62,751,764	$8,971,492	10%	$852,292	$12,451,772	10%	$1,182,918	**$2,035,210**
2039	$7,324,491,381	$219,734,741	$92,059,068	$7,636,285,190	$6,586,970,191	$65,869,702	$9,417,258	10%	$894,639	$13,070,461	10%	$1,241,694	**$2,136,333**
2040	$7,636,285,190	$229,088,556	$83,984,172	$7,949,357,918	$6,900,042,919	$69,000,429	$9,864,851	10%	$937,161	$13,691,688	10%	$1,300,710	**$2,237,871**
2041	$7,949,357,918	$238,480,738	$23,253,682	$8,211,092,338	$7,161,777,339	$71,617,773	$10,239,048	10%	$972,710	$14,211,045	10%	$1,350,049	**$2,322,759**
2042	$8,211,092,338	$246,332,770	$23,951,293	$8,481,376,401	$7,432,061,402	$74,320,614	$10,625,467	10%	$1,009,419	$14,747,367	10%	$1,401,000	**$2,410,419**
2043	$8,481,376,401	$254,441,292	$24,669,831	$8,760,487,524	$7,711,172,525	$77,111,725	$11,024,507	10%	$1,047,328	$15,301,205	10%	$1,453,614	**$2,500,943**
2044	$8,760,487,524	$262,814,626	$25,409,926	$9,048,712,076	$7,999,397,077	$79,993,971	$11,436,576	5%	$514,646	$15,873,126	5%	$714,291	**$1,228,937**
2045	$9,048,712,076	$271,461,362	$26,172,224	$9,346,345,662	$8,297,030,663	$82,970,307	$11,862,096	5%	$533,794	$16,463,717	5%	$740,867	**$1,274,662**
2046	$9,346,345,662	$280,390,370	$26,957,391	$9,653,693,423	$8,604,378,424	$86,043,784	$12,301,505	5%	$553,568	$17,073,584	5%	$768,311	**$1,321,879**
2047	$9,653,693,423	$289,610,803	$27,766,113	$9,971,070,338	$8,921,755,339	$89,217,553	$12,755,253	5%	$573,986	$17,703,352	5%	$796,651	**$1,370,637**
2048	$9,971,070,338	$299,132,110	$28,599,096	$10,298,801,545	$9,249,486,546	$92,494,865	$13,223,803	5%	$595,071	$18,353,666	5%	$825,915	**$1,420,986**
2049	$10,298,801,545	$308,964,046	$29,457,069	$10,637,222,660	$9,587,907,661	$95,879,077	$13,707,637	5%	$616,844	$19,025,192	5%	$856,134	**$1,472,977**
2050	$10,637,222,660	$319,116,680	$30,340,781	$10,986,680,120	$9,937,365,121	$99,373,651	$14,207,249	5%	$639,326	$19,718,617	5%	$887,338	**$1,526,664**
2051	$10,986,680,120	$329,600,404	$31,251,004	$11,347,531,528	$10,298,216,529	$102,982,165	$14,723,151	5%	$662,542	$20,434,651	5%	$919,559	**$1,582,101**
2052	$11,347,531,528	$340,425,946	$32,188,534	$11,720,146,009	$10,670,831,010	$106,708,310	$15,255,871	5%	$686,514	$21,174,026	5%	$952,831	**$1,639,345**
2053	$11,720,146,009	$351,604,380	$33,154,190	$12,104,904,579	$11,055,589,580	$110,555,896	$15,805,952	5%	$711,268	$21,937,499	5%	$987,187	**$1,698,455**
2054	$12,104,904,579	$363,147,137	$34,148,816	$12,502,200,533	$11,452,885,534	$114,528,855	$16,373,958	5%	$736,828	$22,725,849	5%	$1,022,663	**$1,759,491**
2055	$12,502,200,533	$375,066,016	$32,049,893	$12,909,316,442	$11,860,001,443	$118,600,014	$16,956,003	5%	$763,020	$23,533,686	5%	$1,059,016	**$1,822,036**
2056	$12,909,316,442	$387,279,493	$0	$13,296,595,936	$12,247,280,937	$122,472,809	$17,509,689	5%	$787,936	$24,302,161	5%	$1,093,597	**$1,881,533**
2057	$13,296,595,936	$398,897,878	$0	$13,695,493,814	$12,646,178,815	$126,461,788	$18,079,985	5%	$813,599	$25,093,690	5%	$1,129,216	**$1,942,815**
2058	$13,695,493,814	$410,864,814	$0	$14,106,358,628	$13,057,043,629	$130,570,436	$18,667,390	5%	$840,033	$25,908,965	5%	$1,165,903	**$2,005,936**
2059	$14,106,358,628	$423,190,759	$0	$14,529,549,387	$13,480,234,388	$134,802,344	$19,272,418	5%	$867,259	$26,748,698	5%	$1,203,691	**$2,070,950**
2060	$14,529,549,387	$435,886,482	$0	$14,965,435,868	$13,916,120,869	$139,161,209	$19,895,596	5%	$895,302	$27,613,623	5%	$1,242,613	**$2,137,915**
2061	$14,965,435,868	$448,963,076	$0	$15,414,398,945	$14,365,083,946	$143,650,839	$20,537,469	5%	$924,186	$28,504,496	5%	$1,282,702	**$2,206,888**

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Source: San Joaquin County; City of Manteca; LWA; EPS.

[1] See Table D-1 for Fiscal Year 2020-21 beginning assessed value

[2] See Table B-4 for new AV added to roll from 2020-21 on. It is assumed that new AV is added to roll in year after development occurs
In 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value

[3] This analysis uses annual EIFD revenue requirements provided by LWA to estimate the annual EIFD funding goals and the corresponding allocations for each ATE. The initial EIFD allocation (FY ending 2023 through 2028) are based on negotiations between all ATEs and vary by ATE. For all years following FY ending 2028, allocation rates are assumed to be consistent across all ATEs and step down over time as funding needs change. A listing of all allocation rates by ATE is provided in Table 4.

Table B-3
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Manteca Annexation Area (Real $)

Manteca Annexation Area

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2] [3]	Ending AV	Cumulative Growth in AV starting in 2022	Gross Tax Increment	Net Tax Increment						
							City [1]	City EIFD Allocation [4]	City EIFD	County [1]	County EIFD Allocation [4]	County EIFD	Total EIFD
Formula	*a*	*b=a*3.0%*	*c*	*d=a+b+c*	*e*	*f=e*1.0%*	*g=f^6.63%*	*h*	*i=g*h*	*j=f^26.51%*	*k*	*l=j*k*	*m=i+l*
2020	$0	$0	$0	$0	$0	$0	$0	0%	$0	$0	0%	$0	**$0**
2021	$0	$0	$0	$0	$0	$0	$0	5%	$0	$0	46%	$0	**$0**
2022	$0	$0	$0	$0	$0	$0	$0	5%	$0	$0	46%	$0	**$0**
2023	$0	$0	$45,348,171	$45,348,171	$45,348,171	$453,482	$30,058	5%	$1,503	$120,230	46%	$55,145	**$56,648**
2024	$45,348,171	$1,360,445	$46,708,616	$93,417,231	$93,417,231	$934,172	$61,919	5%	$3,096	$247,674	46%	$113,600	**$116,696**
2025	$93,417,231	$2,802,517	$48,109,874	$144,329,622	$144,329,622	$1,443,296	$95,664	5%	$4,783	$382,657	46%	$175,511	**$180,295**
2026	$144,329,622	$4,329,889	$49,553,170	$198,212,681	$198,212,681	$1,982,127	$131,379	5%	$6,569	$525,516	46%	$241,036	**$247,605**
2027	$198,212,681	$5,946,380	$51,039,765	$255,198,827	$255,198,827	$2,551,988	$169,150	5%	$8,458	$676,601	46%	$310,334	**$318,791**
2028	$255,198,827	$7,655,965	$52,570,958	$315,425,750	$315,425,750	$3,154,258	$209,070	5%	$10,453	$836,279	46%	$383,572	**$394,026**
2029	$315,425,750	$9,462,773	$54,148,087	$379,036,610	$379,036,610	$3,790,366	$251,232	5%	$12,562	$1,004,929	46%	$460,926	**$473,488**
2030	$379,036,610	$11,371,098	$55,772,530	$446,180,238	$446,180,238	$4,461,802	$295,736	13%	$38,446	$1,182,945	13%	$153,783	**$192,229**
2031	$446,180,238	$13,385,407	$57,445,706	$517,011,351	$517,011,351	$5,170,114	$342,684	13%	$44,549	$1,370,737	13%	$178,196	**$222,745**
2032	$517,011,351	$15,510,341	$61,307,718	$593,829,409	$593,829,409	$5,938,294	$393,601	13%	$51,168	$1,574,403	13%	$204,672	**$255,840**
2033	$593,829,409	$17,814,882	$83,469,107	$695,113,398	$695,113,398	$6,951,134	$460,734	10%	$43,770	$1,842,934	10%	$175,079	**$218,848**
2034	$695,113,398	$20,853,402	$85,973,180	$801,939,980	$801,939,980	$8,019,400	$531,540	10%	$50,496	$2,126,160	10%	$201,985	**$252,482**
2035	$801,939,980	$24,058,199	$88,552,375	$914,550,555	$914,550,555	$9,145,506	$606,180	10%	$57,587	$2,424,721	10%	$230,349	**$287,936**
2036	$914,550,555	$27,436,517	$91,208,946	$1,033,196,018	$1,033,196,018	$10,331,960	$684,821	10%	$65,058	$2,739,283	10%	$260,232	**$325,290**
2037	$1,033,196,018	$30,995,881	$93,945,215	$1,158,137,113	$1,158,137,113	$11,581,371	$767,634	10%	$72,925	$3,070,535	10%	$291,701	**$364,626**
2038	$1,158,137,113	$34,744,113	$0	$1,192,881,227	$1,192,881,227	$11,928,812	$790,663	10%	$75,113	$3,162,651	10%	$300,452	**$375,565**
2039	$1,192,881,227	$35,786,437	$0	$1,228,667,663	$1,228,667,663	$12,286,677	$814,383	10%	$77,366	$3,257,531	10%	$309,465	**$386,832**
2040	$1,228,667,663	$36,860,030	$0	$1,265,527,693	$1,265,527,693	$12,655,277	$838,814	10%	$79,687	$3,355,257	10%	$318,749	**$398,437**
2041	$1,265,527,693	$37,965,831	$0	$1,303,493,524	$1,303,493,524	$13,034,935	$863,979	10%	$82,078	$3,455,915	10%	$328,312	**$410,390**
2042	$1,303,493,524	$39,104,806	$0	$1,342,598,330	$1,342,598,330	$13,425,983	$889,898	10%	$84,540	$3,559,592	10%	$338,161	**$422,702**
2043	$1,342,598,330	$40,277,950	$0	$1,382,876,280	$1,382,876,280	$13,828,763	$916,595	10%	$87,077	$3,666,380	10%	$348,306	**$435,383**
2044	$1,382,876,280	$41,486,288	$0	$1,424,362,568	$1,424,362,568	$14,243,626	$944,093	5%	$42,484	$3,776,371	5%	$169,937	**$212,421**
2045	$1,424,362,568	$42,730,877	$0	$1,467,093,445	$1,467,093,445	$14,670,934	$972,416	5%	$43,759	$3,889,662	5%	$175,035	**$218,794**
2046	$1,467,093,445	$44,012,803	$0	$1,511,106,248	$1,511,106,248	$15,111,062	$1,001,588	5%	$45,071	$4,006,352	5%	$180,286	**$225,357**
2047	$1,511,106,248	$45,333,187	$0	$1,556,439,436	$1,556,439,436	$15,564,394	$1,031,636	5%	$46,424	$4,126,543	5%	$185,694	**$232,118**
2048	$1,556,439,436	$46,693,183	$0	$1,603,132,619	$1,603,132,619	$16,031,326	$1,062,585	5%	$47,816	$4,250,339	5%	$191,265	**$239,082**
2049	$1,603,132,619	$48,093,979	$0	$1,651,226,598	$1,651,226,598	$16,512,266	$1,094,462	5%	$49,251	$4,377,849	5%	$197,003	**$246,254**
2050	$1,651,226,598	$49,536,798	$0	$1,700,763,395	$1,700,763,395	$17,007,634	$1,127,296	5%	$50,728	$4,509,185	5%	$202,913	**$253,642**
2051	$1,700,763,395	$51,022,902	$0	$1,751,786,297	$1,751,786,297	$17,517,863	$1,161,115	5%	$52,250	$4,644,460	5%	$209,001	**$261,251**
2052	$1,751,786,297	$52,553,589	$0	$1,804,339,886	$1,804,339,886	$18,043,399	$1,195,949	5%	$53,818	$4,783,794	5%	$215,271	**$269,088**
2053	$1,804,339,886	$54,130,197	$0	$1,858,470,083	$1,858,470,083	$18,584,701	$1,231,827	5%	$55,432	$4,927,308	5%	$221,729	**$277,161**
2054	$1,858,470,083	$55,754,102	$0	$1,914,224,185	$1,914,224,185	$19,142,242	$1,268,782	5%	$57,095	$5,075,127	5%	$228,381	**$285,476**
2055	$1,914,224,185	$57,426,726	$0	$1,971,650,911	$1,971,650,911	$19,716,509	$1,306,845	5%	$58,808	$5,227,381	5%	$235,232	**$294,040**
2056	$1,971,650,911	$59,149,527	$0	$2,030,800,438	$2,030,800,438	$20,308,004	$1,346,051	5%	$60,572	$5,384,202	5%	$242,289	**$302,861**
2057	$2,030,800,438	$60,924,013	$0	$2,091,724,451	$2,091,724,451	$20,917,245	$1,386,432	5%	$62,389	$5,545,728	5%	$249,558	**$311,947**
2058	$2,091,724,451	$62,751,734	$0	$2,154,476,185	$2,154,476,185	$21,544,762	$1,428,025	5%	$64,261	$5,712,100	5%	$257,045	**$321,306**
2059	$2,154,476,185	$64,634,286	$0	$2,219,110,470	$2,219,110,470	$22,191,105	$1,470,866	5%	$66,189	$5,883,463	5%	$264,756	**$330,945**
2060	$2,219,110,470	$66,573,314	$0	$2,285,683,785	$2,285,683,785	$22,856,838	$1,514,992	5%	$68,175	$6,059,967	5%	$272,699	**$340,873**
2061	$2,285,683,785	$68,570,514	$0	$2,354,254,298	$2,354,254,298	$23,542,543	$1,560,442	5%	$70,220	$6,241,766	5%	$280,879	**$351,099**
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Source: San Joaquin County; City of Manteca; LWA; EPS.

[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs.
[2] See Table B-5 for new AV added to roll from 2021-22 on. It is assumed that new AV is added to roll in year after development occurs.
In 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.
[3] As a conservative assumption, this analysis excludes incremental growth of the existing land value of parcels annexed into the City until the time that the parcel develops. The growth of existing value for these parcels will be included in the EIFD and a method for estimating incremental AV growth/revenue to the EIFD will be determined at the time of EIFD formation. Refer to Table D-2 for the anticipated value of parcels annexed into the City in the first year of development.
[4] This analysis uses annual EIFD revenue requirements provided by LWA to estimate the annual EIFD funding goals and the corresponding allocations for each ATE. The initial EIFD allocation (FY ending 2023 through 2028) are based on negotiations between all ATEs and vary by ATE. For all years following FY ending 2028, allocation rates are assumed to be consistent across all ATEs and step down over time as funding needs change. A listing of all allocation rates by ATE is provided in Table 4.

Table B-4
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Assessed Value of New Development - Manteca Existing City (2020 and Real $)

Manteca
Existing City

Fiscal Year Ending	Assessed Value of New Development [1]									
	Single Family Low Density	Multifamily	**Subtotal Residential**	Retail	Office	Industrial	**Subtotal Nonres.**	**Total (2020$)**	Escalation Factor [2]	**Total with Annual Sales Price Increase**
	AV per Dwelling Unit			*AV per Bldg. Sq. Ft.*						
Assumption	*$ 500,000*	*$ 200,000*		*$ 250*	*$ 250*	*$ 100*				
2020	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.000	**$0**
2021	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.030	**$0**
2022	$82,375,000	$5,000,000	**$87,375,000**	$16,529,467	$4,132,367	$58,396,125	**$79,057,958**	**$166,432,958**	1.061	**$176,568,725**
2023	$187,250,000	$26,000,000	**$213,250,000**	$43,058,933	$10,764,733	$111,848,000	**$165,671,667**	**$378,921,667**	1.093	**$414,057,936**
2024	$99,000,000	$26,000,000	**$125,000,000**	$43,058,933	$10,764,733	$93,814,000	**$147,637,667**	**$272,637,667**	1.126	**$306,856,096**
2025	$160,000,000	$36,800,000	**$196,800,000**	$53,058,933	$13,264,733	$98,502,800	**$164,826,467**	**$361,626,467**	1.159	**$419,224,187**
2026	$139,000,000	$21,800,000	**$160,800,000**	$53,058,933	$13,264,733	$18,502,800	**$84,826,467**	**$245,626,467**	1.194	**$293,290,847**
2027	$109,000,000	$10,800,000	**$119,800,000**	$55,818,933	$13,954,733	$4,688,800	**$74,462,467**	**$194,262,467**	1.230	**$238,918,331**
2028	$101,500,000	$10,800,000	**$112,300,000**	$49,794,933	$12,448,733	$4,688,800	**$66,932,467**	**$179,232,467**	1.267	**$227,046,326**
2029	$102,500,000	$10,400,000	**$112,900,000**	$55,818,933	$13,954,733	$4,688,800	**$74,462,467**	**$187,362,467**	1.305	**$244,465,522**
2030	$109,500,000	$0	**$109,500,000**	$55,818,933	$13,954,733	$4,688,800	**$74,462,467**	**$183,962,467**	1.344	**$247,230,172**
2031	$109,500,000	$0	**$109,500,000**	$55,818,933	$13,954,733	$4,688,800	**$74,462,467**	**$183,962,467**	1.384	**$254,647,077**
2032	$109,500,000	$0	**$109,500,000**	$53,058,933	$13,264,733	$4,688,800	**$71,012,467**	**$180,512,467**	1.426	**$257,367,615**
2033	$109,500,000	$0	**$109,500,000**	$53,058,933	$13,264,733	$4,688,800	**$71,012,467**	**$180,512,467**	1.469	**$265,088,643**
2034	$109,000,000	$0	**$109,000,000**	$53,058,933	$13,264,733	$4,688,800	**$71,012,467**	**$180,012,467**	1.513	**$272,285,007**
2035	$58,000,000	$0	**$58,000,000**	$53,262,933	$13,315,733	$0	**$66,578,667**	**$124,578,667**	1.558	**$194,089,503**
2036	$40,000,000	$0	**$40,000,000**	$43,058,933	$10,764,733	$0	**$53,823,667**	**$93,823,667**	1.605	**$150,559,442**
2037	$40,000,000	$0	**$40,000,000**	$12,484,000	$3,121,000	$0	**$15,605,000**	**$55,605,000**	1.653	**$91,906,593**
2038	$40,000,000	$0	**$40,000,000**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$52,500,000**	1.702	**$89,377,736**
2039	$40,000,000	$0	**$40,000,000**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$52,500,000**	1.754	**$92,059,068**
2040	$34,000,000	$0	**$34,000,000**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$46,500,000**	1.806	**$83,984,172**
2041	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	1.860	**$23,253,682**
2042	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	1.916	**$23,951,293**
2043	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	1.974	**$24,669,831**
2044	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	2.033	**$25,409,926**
2045	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	2.094	**$26,172,224**
2046	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	2.157	**$26,957,391**
2047	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	2.221	**$27,766,113**
2048	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	2.288	**$28,599,096**
2049	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	2.357	**$29,457,069**
2050	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	2.427	**$30,340,781**
2051	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	2.500	**$31,251,004**
2052	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	2.575	**$32,188,534**
2053	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	2.652	**$33,154,190**
2054	$0	$0	**$0**	$10,000,000	$2,500,000	$0	**$12,500,000**	**$12,500,000**	2.732	**$34,148,816**
2055	$0	$0	**$0**	$9,112,000	$2,278,000	$0	**$11,390,000**	**$11,390,000**	2.814	**$32,049,893**
2056	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.898	**$0**
2057	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.985	**$0**
2058	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.075	**$0**
2059	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.167	**$0**
2060	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.262	**$0**

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Source: San Joaquin County; City of Manteca; LWA; EPS.

[1] Calculated as annual projected dwelling units/bldg. sq. ft. multiplied by AV per dwelling unit/bldg. sq. ft. See Table B-6 for development projections.
[2] Based on a 3 percent annual growth factor.

Table B-5
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Assessed Value of New Development - Manteca Annexation Areas (2020 and Real $)

Manteca Annexation Area

Fiscal Year Ending	Assessed Value of New Development [1]									
	Low Density Residential	High Density Residential	**Subtotal Residential**	Retail	Office	Industrial	**Subtotal Nonres.**	**Total (2020$)**	Escalation Factor [2]	**Total with Annual Sales Price Increase**
	AV per Dwelling Unit			*AV per Bldg. Sq. Ft.*						
Assumption	*$ 500,000*	*$ 200,000*		*$ 250*	*$ 250*	*$ 100*				
2020	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.000	**$0**
2021	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.030	**$0**
2022	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.061	**$0**
2023	$41,500,000	$0	**$41,500,000**	$0	$0	$0	**$0**	**$41,500,000**	1.093	**$45,348,171**
2024	$41,500,000	$0	**$41,500,000**	$0	$0	$0	**$0**	**$41,500,000**	1.126	**$46,708,616**
2025	$41,500,000	$0	**$41,500,000**	$0	$0	$0	**$0**	**$41,500,000**	1.159	**$48,109,874**
2026	$41,500,000	$0	**$41,500,000**	$0	$0	$0	**$0**	**$41,500,000**	1.194	**$49,553,170**
2027	$41,500,000	$0	**$41,500,000**	$0	$0	$0	**$0**	**$41,500,000**	1.230	**$51,039,765**
2028	$41,500,000	$0	**$41,500,000**	$0	$0	$0	**$0**	**$41,500,000**	1.267	**$52,570,958**
2029	$41,500,000	$0	**$41,500,000**	$0	$0	$0	**$0**	**$41,500,000**	1.305	**$54,148,087**
2030	$41,500,000	$0	**$41,500,000**	$0	$0	$0	**$0**	**$41,500,000**	1.344	**$55,772,530**
2031	$41,500,000	$0	**$41,500,000**	$0	$0	$0	**$0**	**$41,500,000**	1.384	**$57,445,706**
2032	$43,000,000	$0	**$43,000,000**	$0	$0	$0	**$0**	**$43,000,000**	1.426	**$61,307,718**
2033	$0	$0	**$0**	$19,125,000	$0	$37,713,400	**$56,838,400**	**$56,838,400**	1.469	**$83,469,107**
2034	$0	$0	**$0**	$19,125,000	$0	$37,713,400	**$56,838,400**	**$56,838,400**	1.513	**$85,973,180**
2035	$0	$0	**$0**	$19,125,000	$0	$37,713,400	**$56,838,400**	**$56,838,400**	1.558	**$88,552,375**
2036	$0	$0	**$0**	$19,125,000	$0	$37,713,400	**$56,838,400**	**$56,838,400**	1.605	**$91,208,946**
2037	$0	$0	**$0**	$19,125,000	$0	$37,713,400	**$56,838,400**	**$56,838,400**	1.653	**$93,945,215**
2038	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.702	**$0**
2039	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.754	**$0**
2040	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.806	**$0**
2041	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.860	**$0**
2042	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.916	**$0**
2043	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.974	**$0**
2044	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.033	**$0**
2045	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.094	**$0**
2046	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.157	**$0**
2047	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.221	**$0**
2048	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.288	**$0**
2049	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.357	**$0**
2050	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.427	**$0**
2051	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.500	**$0**
2052	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.575	**$0**
2053	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.652	**$0**
2054	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.732	**$0**
2055	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.814	**$0**
2056	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.898	**$0**
2057	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.985	**$0**
2058	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.075	**$0**
2059	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.167	**$0**
2060	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.262	**$0**

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Source: San Joaquin County; City of Manteca; LWA; EPS.

[1] Calculated as annual projected dwelling units/bldg. sq. ft. multiplied by AV per dwelling unit/bldg. sq. ft. See Table B-6 for development projections.
[2] Based on a 3 percent annual growth factor.

Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

Table B-6
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Incremental Development Projections - Manteca

Manteca
Existing City and Annexation Areas

Fiscal Year Ending	Existing City							Annexation Area						
	Dwelling Units			Building Square Feet				Dwelling Units			Building Square Feet			
	Low Density Residential	High Density Residential	TOTAL	Retail	Office	Industrial	Total	Low Density Residential	High Density Residential	TOTAL	Retail	Office	Industrial	Total
2020	-	-	**-**	-	-	-	**-**	-	-	**-**	-	-	-	**-**
2021	-	-	**-**	-	-	-	**-**	-	-	**-**	-	-	-	**-**
2022	165	25	**190**	66,118	16,529	583,961	**666,609**	-	-	**-**	-	-	-	**-**
2023	375	130	**505**	172,236	43,059	1,118,480	**1,333,775**	83	-	**83**	-	-	-	**-**
2024	198	130	**328**	172,236	43,059	938,140	**1,153,435**	83	-	**83**	-	-	-	**-**
2025	320	184	**504**	212,236	53,059	985,028	**1,250,323**	83	-	**83**	-	-	-	**-**
2026	278	109	**387**	212,236	53,059	185,028	**450,323**	83	-	**83**	-	-	-	**-**
2027	218	54	**272**	223,276	55,819	46,888	**325,983**	83	-	**83**	-	-	-	**-**
2028	203	54	**257**	199,180	49,795	46,888	**295,863**	83	-	**83**	-	-	-	**-**
2029	205	52	**257**	223,276	55,819	46,888	**325,983**	83	-	**83**	-	-	-	**-**
2030	219	-	**219**	223,276	55,819	46,888	**325,983**	83	-	**83**	-	-	-	**-**
2031	219	-	**219**	223,276	55,819	46,888	**325,983**	83	-	**83**	-	-	-	**-**
2032	219	-	**219**	212,236	53,059	46,888	**312,183**	86	-	**86**	-	-	-	**-**
2033	219	-	**219**	212,236	53,059	46,888	**312,183**	-	-	**-**	76,500	-	377,134	**453,634**
2034	218	-	**218**	212,236	53,059	46,888	**312,183**	-	-	**-**	76,500	-	377,134	**453,634**
2035	116	-	**116**	213,052	53,263	-	**266,315**	-	-	**-**	76,500	-	377,134	**453,634**
2036	80	-	**80**	172,236	43,059	-	**215,295**	-	-	**-**	76,500	-	377,134	**453,634**
2037	80	-	**80**	49,936	12,484	-	**62,420**	-	-	**-**	76,500	-	377,134	**453,634**
2038	80	-	**80**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2039	80	-	**80**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2040	68	-	**68**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2041	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2042	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2043	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2044	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2045	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2046	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2047	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2048	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2049	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2050	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2051	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2052	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2053	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2054	-	-	**-**	40,000	10,000	-	**50,000**	-	-	**-**	-	-	-	**-**
2055	-	-	**-**	36,448	9,112	-	**45,560**	-	-	**-**	-	-	-	**-**
2056	-	-	**-**	-	-	-	**-**	-	-	**-**	-	-	-	**-**
2057	-	-	**-**	-	-	-	**-**	-	-	**-**	-	-	-	**-**
2058	-	-	**-**	-	-	-	**-**	-	-	**-**	-	-	-	**-**
2059	-	-	**-**	-	-	-	**-**	-	-	**-**	-	-	-	**-**
2060	-	-	**-**	-	-	-	**-**	-	-	**-**	-	-	-	**-**
Total	**3,559**	**738**	**4,297**	**3,715,722**	**928,931**	**4,185,741**	**8,830,394**	**833**	**-**	**833**	**382,500**	**-**	**1,885,670**	**2,268,170**

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Source: San Joaquin County; City of Manteca; LWA; EPS.

APPENDIX C:

City of Stockton EIFD
Revenue-Estimating Tables

Table C-1	Projected Tax Increment to EIFD—Stockton	E-27
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Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

Table C-1
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Stockton (Real $)

Stockton
Existing City and Annexation Areas

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV starting in 2022	Gross Tax Increment	Net Tax Increment				
							City [1]	City EIFD [3]	County [1]	County EIFD [3]	Total EIFD
Formula	*a*	*b=a*3.0%*	*c*	*d=a+b+c*	*e*	*f=e*1.0%*	*[4]*	*h=g*[3]*	*[4]*	*j=i*[3]*	*h+j*
2020	$1,393,216,599	$41,796,498	$0	$1,435,013,097	$0	$0	$0	$0	$0	$0	**$0**
2021	$1,435,013,097	$43,050,393	$0	$1,478,063,490	$0	$0	$0	$0	$0	$0	**$0**
2022	$1,478,063,490	$44,341,905	$89,201,135	$1,611,606,530	$133,543,040	$1,335,430	$220,023	$2,200	$277,339	$127,206	**$129,406**
2023	$1,611,606,530	$48,348,196	$96,336,178	$1,756,290,904	$278,227,414	$2,782,274	$448,765	$4,488	$586,324	$268,927	**$273,414**
2024	$1,756,290,904	$52,688,727	$53,133,020	$1,862,112,651	$384,049,161	$3,840,492	$611,784	$6,118	$816,095	$374,315	**$380,432**
2025	$1,862,112,651	$55,863,380	$21,736,389	$1,939,712,419	$461,648,929	$4,616,489	$726,826	$7,268	$988,561	$453,419	**$460,687**
2026	$1,939,712,419	$58,191,373	$58,210,049	$2,056,113,841	$578,050,351	$5,780,504	$905,858	$9,059	$1,241,555	$569,458	**$578,517**
2027	$2,056,113,841	$61,683,415	$67,643,063	$2,185,440,319	$707,376,829	$7,073,768	$1,098,315	$10,983	$1,528,339	$700,996	**$711,980**
2028	$2,185,440,319	$65,563,210	$31,669,252	$2,282,672,781	$804,609,291	$8,046,093	$1,235,773	$12,358	$1,750,344	$802,822	**$815,180**
2029	$2,282,672,781	$68,480,183	$32,619,330	$2,383,772,294	$905,708,804	$9,057,088	$1,378,266	$13,783	$1,981,558	$908,872	**$922,655**
2030	$2,383,772,294	$71,513,169	$33,597,909	$2,488,883,372	$1,010,819,882	$10,108,199	$1,525,975	$198,377	$2,222,335	$288,904	**$487,280**
2031	$2,488,883,372	$74,666,501	$34,605,847	$2,598,155,720	$1,120,092,230	$11,200,922	$1,679,082	$218,281	$2,473,040	$321,495	**$539,776**
2032	$2,598,155,720	$77,944,672	$58,456,196	$2,734,556,588	$1,256,493,098	$12,564,931	$1,875,901	$243,867	$2,780,955	$361,524	**$605,391**
2033	$2,734,556,588	$82,036,698	$118,951,231	$2,935,544,516	$1,457,481,026	$14,574,810	$2,178,959	$207,001	$3,223,156	$306,200	**$513,201**
2034	$2,935,544,516	$88,066,335	$115,270,681	$3,138,881,533	$1,660,818,043	$16,608,180	$2,484,175	$235,997	$3,671,747	$348,816	**$584,813**
2035	$3,138,881,533	$94,166,446	$118,728,802	$3,351,776,781	$1,873,713,291	$18,737,133	$2,803,519	$266,334	$4,141,617	$393,454	**$659,788**
2036	$3,351,776,781	$100,553,303	$122,290,666	$3,574,620,751	$2,096,557,261	$20,965,573	$3,137,566	$298,069	$4,633,640	$440,196	**$738,265**
2037	$3,574,620,751	$107,238,623	$125,959,386	$3,807,818,759	$2,329,755,269	$23,297,553	$3,486,909	$331,256	$5,148,722	$489,129	**$820,385**
2038	$3,807,818,759	$114,234,563	$113,735,297	$4,035,788,618	$2,557,725,129	$25,577,251	$3,825,423	$363,415	$5,654,902	$537,216	**$900,631**
2039	$4,035,788,618	$121,073,659	$105,574,216	$4,262,436,493	$2,784,373,003	$27,843,730	$4,159,547	$395,157	$6,160,289	$585,227	**$980,384**
2040	$4,262,436,493	$127,873,095	$120,029,637	$4,510,339,225	$3,032,275,735	$30,322,757	$4,516,216	$429,041	$6,720,830	$638,479	**$1,067,519**
2041	$4,510,339,225	$135,310,177	$123,630,526	$4,769,279,928	$3,291,216,438	$32,912,164	$4,888,319	$464,390	$7,306,723	$694,139	**$1,158,529**
2042	$4,769,279,928	$143,078,398	$127,339,442	$5,039,697,768	$3,561,634,278	$35,616,343	$5,276,460	$501,264	$7,918,986	$752,304	**$1,253,567**
2043	$5,039,697,768	$151,190,933	$132,871,712	$5,323,760,413	$3,845,696,923	$38,456,969	$5,682,505	$539,838	$8,563,627	$813,545	**$1,353,383**
2044	$5,323,760,413	$159,712,812	$50,819,853	$5,534,293,078	$4,056,229,588	$40,562,296	$5,975,877	$268,914	$9,048,083	$407,164	**$676,078**
2045	$5,534,293,078	$166,028,792	$52,344,448	$5,752,666,319	$4,274,602,829	$42,746,028	$6,279,513	$282,578	$9,551,163	$429,802	**$712,380**
2046	$5,752,666,319	$172,579,990	$53,914,782	$5,979,161,090	$4,501,097,600	$45,010,976	$6,593,767	$296,719	$10,073,551	$453,310	**$750,029**
2047	$5,979,161,090	$179,374,833	$48,607,357	$6,207,143,279	$4,729,079,790	$47,290,798	$6,913,993	$311,130	$10,595,918	$476,816	**$787,946**
2048	$6,207,143,279	$186,214,298	$42,898,644	$6,436,256,222	$4,958,192,732	$49,581,927	$7,240,092	$325,804	$11,117,094	$500,269	**$826,073**
2049	$6,436,256,222	$193,087,687	$44,185,603	$6,673,529,512	$5,195,466,022	$51,954,660	$7,577,311	$340,979	$11,657,268	$524,577	**$865,556**
2050	$6,673,529,512	$200,205,885	$45,511,171	$6,919,246,568	$5,441,183,078	$54,411,831	$7,926,025	$356,671	$12,217,113	$549,770	**$906,441**
2051	$6,919,246,568	$207,577,397	$49,157,830	$7,175,981,795	$5,697,918,305	$56,979,183	$8,290,431	$373,069	$12,802,013	$576,091	**$949,160**
2052	$7,175,981,795	$215,279,454	$32,188,534	$7,423,449,783	$5,945,386,294	$59,453,863	$8,636,523	$388,644	$13,370,355	$601,666	**$990,310**
2053	$7,423,449,783	$222,703,494	$33,154,190	$7,679,307,467	$6,201,243,978	$62,012,440	$8,993,696	$404,716	$13,958,541	$628,134	**$1,032,851**
2054	$7,679,307,467	$230,379,224	$34,148,816	$7,943,835,508	$6,465,772,018	$64,657,720	$9,362,304	$421,304	$14,567,249	$655,526	**$1,076,830**
2055	$7,943,835,508	$238,315,065	$35,173,281	$8,217,323,854	$6,739,260,364	$67,392,604	$9,742,710	$438,422	$15,197,183	$683,873	**$1,122,295**
2056	$8,217,323,854	$246,519,716	$39,923,784	$8,503,767,353	$7,025,703,863	$70,257,039	$10,137,965	$456,208	$15,859,756	$713,689	**$1,169,897**
2057	$8,503,767,353	$255,113,021	$18,657,667	$8,777,538,040	$7,299,474,551	$72,994,746	$10,529,697	$473,836	$16,480,689	$741,631	**$1,215,467**
2058	$8,777,538,040	$263,326,141	$19,217,397	$9,060,081,578	$7,582,018,089	$75,820,181	$10,933,587	$492,011	$17,121,868	$770,484	**$1,262,495**
2059	$9,060,081,578	$271,802,447	$19,793,919	$9,351,677,944	$7,873,614,455	$78,736,145	$11,350,010	$510,750	$17,783,951	$800,278	**$1,311,028**
2060	$9,351,677,944	$280,550,338	$20,387,736	$9,652,616,019	$8,174,552,529	$81,745,525	$11,779,355	$530,071	$18,467,614	$831,043	**$1,361,114**
2061	$9,652,616,019	$289,578,481	$0	$9,942,194,500	$8,464,131,010	$84,641,310	$12,206,836	$549,308	$19,112,810	$860,076	**$1,409,384**

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Source: San Joaquin County; City of Stockton; LWA; EPS.

[1] See Table D-1 for Fiscal Year 2020-21 beginning assessed value.
[2] See Table C-4 for new AV added to roll from 2021-22 on. It is assumed that new AV is added to roll in year after development occurs.
In 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.
[3] This analysis uses annual EIFD revenue requirements provided by LWA to estimate the annual EIFD funding goals and the corresponding allocations for each ATE. The initial EIFD allocation (FY ending 2023 through 2028) are based on negotiations between all ATEs and vary by ATE. For all years following FY ending 2028, allocation rates are assumed to be consistent across all ATEs and step down over time as funding needs change. A listing of all allocation rates by ATE is provided in Table 4.
[4] The City and County tax allocation rates vary between TRAs within the existing City boundaries and the annexation area. See Table C-2 and Table C-3 for more details.

Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

Table C-2
Mossdale Tract Infrastructure Finance Plar
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Stockton Existing City Boundaries (Real $

Stockton
Existing City

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV *starting in 2022*	Gross Tax Increment	Net Tax Increment						
							City [1]	City EIFD Allocation [3]	City EIFD	County [1]	County EIFD Allocation [3]	County EIFD	**Total EIFD**
Formula	*a*	*b=a*3.0%*	*c*	*d=a+b+c*	*e*	*f=e*1.0%*	*g=f*16.71%*	*h*	*i=g*h*	*j=f*20.56%*	*k*	*l=j*k*	*m=i+l*
2020	$1,393,216,599	$41,796,498	$0	$1,435,013,097	$0	$0	$0	0%	$0	$0	0%	$0	**$0**
2021	$1,435,013,097	$43,050,393	$0	$1,478,063,490	$0	$0	$0	1%	$0	$0	46%	$0	**$0**
2022	$1,478,063,490	$44,341,905	$85,885,823	$1,608,291,217	$130,227,727	$1,302,277	$217,626	1%	$2,176	$267,749	46%	$122,807	**$124,983**
2023	$1,608,291,217	$48,248,737	$82,677,091	$1,739,217,044	$261,153,555	$2,611,536	$436,418	1%	$4,364	$536,933	46%	$246,273	**$250,637**
2024	$1,739,217,044	$52,176,511	$39,064,160	$1,830,457,715	$352,394,226	$3,523,942	$588,891	1%	$5,889	$724,524	46%	$332,314	**$338,203**
2025	$1,830,457,715	$54,913,731	$7,245,463	$1,892,616,910	$414,553,420	$4,145,534	$692,766	1%	$6,928	$852,324	46%	$390,932	**$397,859**
2026	$1,892,616,910	$56,778,507	$43,284,396	$1,992,679,813	$514,616,323	$5,146,163	$859,983	1%	$8,600	$1,058,054	46%	$485,293	**$493,893**
2027	$1,992,679,813	$59,780,394	$44,582,928	$2,097,043,135	$618,979,645	$6,189,796	$1,034,386	1%	$10,344	$1,272,625	46%	$583,709	**$594,053**
2028	$2,097,043,135	$62,911,294	$7,917,313	$2,167,871,742	$689,808,252	$6,898,083	$1,152,749	1%	$11,527	$1,418,249	46%	$650,502	**$662,029**
2029	$2,167,871,742	$65,036,152	$8,154,832	$2,241,062,727	$762,999,237	$7,629,992	$1,275,059	1%	$12,751	$1,568,730	46%	$719,522	**$732,273**
2030	$2,241,062,727	$67,231,882	$8,399,477	$2,316,694,086	$838,630,596	$8,386,306	$1,401,448	13%	$182,188	$1,724,229	13%	$224,150	**$406,338**
2031	$2,316,694,086	$69,500,823	$8,651,462	$2,394,846,370	$916,782,880	$9,167,829	$1,532,050	13%	$199,166	$1,884,910	13%	$245,038	**$444,205**
2032	$2,394,846,370	$71,845,391	$31,723,180	$2,498,414,941	$1,020,351,451	$10,203,515	$1,705,125	13%	$221,666	$2,097,848	13%	$272,720	**$494,386**
2033	$2,498,414,941	$74,952,448	$91,416,224	$2,664,783,613	$1,186,720,123	$11,867,201	$1,983,146	10%	$188,399	$2,439,903	10%	$231,791	**$420,190**
2034	$2,664,783,613	$79,943,508	$86,909,624	$2,831,636,745	$1,353,573,255	$13,535,733	$2,261,977	10%	$214,888	$2,782,954	10%	$264,381	**$479,268**
2035	$2,831,636,745	$84,949,102	$89,516,913	$3,006,102,761	$1,528,039,271	$15,280,393	$2,553,529	10%	$242,585	$3,141,657	10%	$298,457	**$541,043**
2036	$3,006,102,761	$90,183,083	$92,202,420	$3,188,488,264	$1,710,424,774	$17,104,248	$2,858,316	10%	$271,540	$3,516,642	10%	$334,081	**$605,621**
2037	$3,188,488,264	$95,654,648	$94,968,493	$3,379,111,404	$1,901,047,914	$19,010,479	$3,176,870	10%	$301,803	$3,908,564	10%	$371,314	**$673,116**
2038	$3,379,111,404	$101,373,342	$81,814,677	$3,562,299,423	$2,084,235,933	$20,842,359	$3,482,998	10%	$330,885	$4,285,200	10%	$407,094	**$737,979**
2039	$3,562,299,423	$106,868,983	$72,695,977	$3,741,864,383	$2,263,800,893	$22,638,009	$3,783,072	10%	$359,392	$4,654,386	10%	$442,167	**$801,559**
2040	$3,741,864,383	$112,255,931	$74,876,857	$3,928,997,171	$2,450,933,681	$24,509,337	$4,095,792	10%	$389,100	$5,039,132	10%	$478,718	**$867,818**
2041	$3,928,997,171	$117,869,915	$77,123,162	$4,123,990,249	$2,645,926,759	$26,459,268	$4,421,648	10%	$420,057	$5,440,039	10%	$516,804	**$936,860**
2042	$4,123,990,249	$123,719,707	$79,436,857	$4,327,146,813	$2,849,083,323	$28,490,833	$4,761,146	10%	$452,309	$5,857,730	10%	$556,484	**$1,008,793**
2043	$4,327,146,813	$129,814,404	$81,819,963	$4,538,781,180	$3,060,717,690	$30,607,177	$5,114,811	10%	$485,907	$6,292,852	10%	$597,821	**$1,083,728**
2044	$4,538,781,180	$136,163,435	$12,704,963	$4,687,649,579	$3,209,586,089	$32,095,861	$5,363,587	5%	$241,361	$6,598,926	5%	$296,952	**$538,313**
2045	$4,687,649,579	$140,629,487	$13,086,112	$4,841,365,178	$3,363,301,688	$33,633,017	$5,620,464	5%	$252,921	$6,914,966	5%	$311,173	**$564,094**
2046	$4,841,365,178	$145,240,955	$13,478,695	$5,000,084,829	$3,522,021,339	$35,220,213	$5,885,703	5%	$264,857	$7,241,294	5%	$325,858	**$590,715**
2047	$5,000,084,829	$150,002,545	$13,883,056	$5,163,970,430	$3,685,906,940	$36,859,069	$6,159,574	5%	$277,181	$7,578,244	5%	$341,021	**$618,202**
2048	$5,163,970,430	$154,919,113	$14,299,548	$5,333,189,091	$3,855,125,601	$38,551,256	$6,442,358	5%	$289,906	$7,926,158	5%	$356,677	**$646,583**
2049	$5,333,189,091	$159,995,673	$14,728,534	$5,507,913,298	$4,029,849,808	$40,298,498	$6,734,342	5%	$303,045	$8,285,392	5%	$372,843	**$675,888**
2050	$5,507,913,298	$165,237,399	$15,170,390	$5,688,321,088	$4,210,257,598	$42,102,576	$7,035,824	5%	$316,612	$8,656,312	5%	$389,534	**$706,146**
2051	$5,688,321,088	$170,649,633	$17,906,825	$5,876,877,546	$4,398,814,056	$43,988,141	$7,350,924	5%	$330,792	$9,043,985	5%	$406,979	**$737,771**
2052	$5,876,877,546	$176,306,326	$0	$6,053,183,872	$4,575,120,382	$45,751,204	$7,645,552	5%	$344,050	$9,406,471	5%	$423,291	**$767,341**
2053	$6,053,183,872	$181,595,516	$0	$6,234,779,388	$4,756,715,898	$47,567,159	$7,949,019	5%	$357,706	$9,779,833	5%	$440,092	**$797,798**
2054	$6,234,779,388	$187,043,382	$0	$6,421,822,770	$4,943,759,280	$49,437,593	$8,261,590	5%	$371,772	$10,164,395	5%	$457,398	**$829,169**
2055	$6,421,822,770	$192,654,683	$0	$6,614,477,453	$5,136,413,963	$51,364,140	$8,583,538	5%	$386,259	$10,560,494	5%	$475,222	**$861,481**
2056	$6,614,477,453	$198,434,324	$0	$6,812,911,777	$5,334,848,287	$53,348,483	$8,915,145	5%	$401,182	$10,968,476	5%	$493,581	**$894,763**
2057	$6,812,911,777	$204,387,353	$0	$7,017,299,130	$5,539,235,640	$55,392,356	$9,256,699	5%	$416,551	$11,388,697	5%	$512,491	**$929,043**
2058	$7,017,299,130	$210,518,974	$0	$7,227,818,104	$5,749,754,614	$57,497,546	$9,608,501	5%	$432,383	$11,821,525	5%	$531,969	**$964,351**
2059	$7,227,818,104	$216,834,543	$0	$7,444,652,647	$5,966,589,157	$59,665,892	$9,970,856	5%	$448,689	$12,267,338	5%	$552,030	**$1,000,719**
2060	$7,444,652,647	$223,339,579	$0	$7,667,992,226	$6,189,928,736	$61,899,287	$10,344,082	5%	$465,484	$12,726,526	5%	$572,694	**$1,038,177**
2061	$7,667,992,226	$230,039,767	$0	$7,898,031,993	$6,419,968,503	$64,199,685	$10,728,505	5%	$482,783	$13,199,489	5%	$593,977	**$1,076,760**

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Source: San Joaquin County; City of Stockton; LWA; EPS.

[1] See Table D-1 for Fiscal Year 2020-21 beginning assessed value
[2] See Table C-4 for new AV added to roll from 2020-21 on. It is assumed that new AV is added to roll in year after development occurs
In 2019-20 and 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value
[3] This analysis uses annual EIFD revenue requirements provided by LWA to estimate the annual EIFD funding goals and the corresponding allocations for each ATE. The initial EIFD allocation (FY ending 2023 through 2028) are based on negotiations between all ATEs and vary by ATE. For all years following FY ending 2028, allocation rates are assumed to be consistent across all ATEs and step down over time as funding needs change. A listing of all allocation rates by ATE is provided in Table 4.

Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

Table C-3
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Stockton Annexation Area (Real $)

Stockton Annexation Area

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2] [3]	Ending AV	Cumulative Growth in AV *starting in 2022*	Gross Tax Increment	Net Tax Increment						
							City [1]	City EIFD Allocation [4]	City EIFD	County [1]	County EIFD Allocation [4]	County EIFD	**Total EIFD**
Formula	*a*	*b=a*3.0%*	*c*	*d=a+b+c*	*e*	*f=e*1.0%*	*g=f*7.23%*	*h*	*i=g*h*	*j=f*28.93%*	*k*	*l=j*k*	*m=i+l*
2020	$0	$0	$0	$0	$0	$0	$0	0%	$0	$0	0%	$0	**$0**
2021	$0	$0	$0	$0	$0	$0	$0	1%	$0	$0	46%	$0	**$0**
2022	$0	$0	$3,315,313	$3,315,313	$3,315,313	$33,153	$2,398	1%	$24	$9,590	46%	$4,399	**$4,423**
2023	$3,315,313	$99,459	$13,659,088	$17,073,859	$17,073,859	$170,739	$12,348	1%	$123	$49,391	46%	$22,654	**$22,777**
2024	$17,073,859	$512,216	$14,068,860	$31,654,935	$31,654,935	$316,549	$22,893	1%	$229	$91,571	46%	$42,000	**$42,229**
2025	$31,654,935	$949,648	$14,490,926	$47,095,509	$47,095,509	$470,955	$34,059	1%	$341	$136,237	46%	$62,487	**$62,828**
2026	$47,095,509	$1,412,865	$14,925,654	$63,434,028	$63,434,028	$634,340	$45,875	1%	$459	$183,501	46%	$84,166	**$84,624**
2027	$63,434,028	$1,903,021	$23,060,135	$88,397,184	$88,397,184	$883,972	$63,928	1%	$639	$255,714	46%	$117,287	**$117,926**
2028	$88,397,184	$2,651,916	$23,751,939	$114,801,039	$114,801,039	$1,148,010	$83,024	1%	$830	$332,095	46%	$152,320	**$153,151**
2029	$114,801,039	$3,444,031	$24,464,497	$142,709,567	$142,709,567	$1,427,096	$103,207	1%	$1,032	$412,828	46%	$189,350	**$190,382**
2030	$142,709,567	$4,281,287	$25,198,432	$172,189,286	$172,189,286	$1,721,893	$124,527	13%	$16,188	$498,106	13%	$64,754	**$80,942**
2031	$172,189,286	$5,165,679	$25,954,385	$203,309,350	$203,309,350	$2,033,093	$147,033	13%	$19,114	$588,130	13%	$76,457	**$95,571**
2032	$203,309,350	$6,099,280	$26,733,017	$236,141,647	$236,141,647	$2,361,416	$170,777	13%	$22,201	$683,107	13%	$88,804	**$111,005**
2033	$236,141,647	$7,084,249	$27,535,007	$270,760,903	$270,760,903	$2,707,609	$195,813	10%	$18,602	$783,253	10%	$74,409	**$93,011**
2034	$270,760,903	$8,122,827	$28,361,057	$307,244,788	$307,244,788	$3,072,448	$222,198	10%	$21,109	$888,793	10%	$84,435	**$105,544**
2035	$307,244,788	$9,217,344	$29,211,889	$345,674,021	$345,674,021	$3,456,740	$249,990	10%	$23,749	$999,960	10%	$94,996	**$118,745**
2036	$345,674,021	$10,370,221	$30,088,246	$386,132,487	$386,132,487	$3,861,325	$279,249	10%	$26,529	$1,116,998	10%	$106,115	**$132,644**
2037	$386,132,487	$11,583,975	$30,990,893	$428,707,355	$428,707,355	$4,287,074	$310,039	10%	$29,454	$1,240,158	10%	$117,815	**$147,269**
2038	$428,707,355	$12,861,221	$31,920,620	$473,489,195	$473,489,195	$4,734,892	$342,426	10%	$32,530	$1,369,702	10%	$130,122	**$162,652**
2039	$473,489,195	$14,204,676	$32,878,238	$520,572,110	$520,572,110	$5,205,721	$376,476	10%	$35,765	$1,505,903	10%	$143,061	**$178,826**
2040	$520,572,110	$15,617,163	$45,152,781	$581,342,054	$581,342,054	$5,813,421	$420,424	10%	$39,940	$1,681,697	10%	$159,761	**$199,702**
2041	$581,342,054	$17,440,262	$46,507,364	$645,289,680	$645,289,680	$6,452,897	$466,671	10%	$44,334	$1,866,684	10%	$177,335	**$221,669**
2042	$645,289,680	$19,358,690	$47,902,585	$712,550,955	$712,550,955	$7,125,510	$515,314	10%	$48,955	$2,061,256	10%	$195,819	**$244,774**
2043	$712,550,955	$21,376,529	$51,051,749	$784,979,233	$784,979,233	$7,849,792	$567,694	10%	$53,931	$2,270,776	10%	$215,724	**$269,655**
2044	$784,979,233	$23,549,377	$38,114,889	$846,643,499	$846,643,499	$8,466,435	$612,289	5%	$27,553	$2,449,157	5%	$110,212	**$137,765**
2045	$846,643,499	$25,399,305	$39,258,336	$911,301,141	$911,301,141	$9,113,011	$659,049	5%	$29,657	$2,636,198	5%	$118,629	**$148,286**
2046	$911,301,141	$27,339,034	$40,436,086	$979,076,261	$979,076,261	$9,790,763	$708,064	5%	$31,863	$2,832,256	5%	$127,452	**$159,314**
2047	$979,076,261	$29,372,288	$34,724,300	$1,043,172,849	$1,043,172,849	$10,431,728	$754,418	5%	$33,949	$3,017,674	5%	$135,795	**$169,744**
2048	$1,043,172,849	$31,295,185	$28,599,096	$1,103,067,131	$1,103,067,131	$11,030,671	$797,734	5%	$35,898	$3,190,935	5%	$143,592	**$179,490**
2049	$1,103,067,131	$33,092,014	$29,457,069	$1,165,616,213	$1,165,616,213	$11,656,162	$842,969	5%	$37,934	$3,371,876	5%	$151,734	**$189,668**
2050	$1,165,616,213	$34,968,486	$30,340,781	$1,230,925,481	$1,230,925,481	$12,309,255	$890,200	5%	$40,059	$3,560,802	5%	$160,236	**$200,295**
2051	$1,230,925,481	$36,927,764	$31,251,004	$1,299,104,249	$1,299,104,249	$12,991,042	$939,507	5%	$42,278	$3,758,028	5%	$169,111	**$211,389**
2052	$1,299,104,249	$38,973,127	$32,188,534	$1,370,265,911	$1,370,265,911	$13,702,659	$990,971	5%	$44,594	$3,963,884	5%	$178,375	**$222,968**
2053	$1,370,265,911	$41,107,977	$33,154,190	$1,444,528,079	$1,444,528,079	$14,445,281	$1,044,677	5%	$47,010	$4,178,708	5%	$188,042	**$235,052**
2054	$1,444,528,079	$43,335,842	$34,148,816	$1,522,012,738	$1,522,012,738	$15,220,127	$1,100,714	5%	$49,532	$4,402,854	5%	$198,128	**$247,661**
2055	$1,522,012,738	$45,660,382	$35,173,281	$1,602,846,401	$1,602,846,401	$16,028,464	$1,159,172	5%	$52,163	$4,636,689	5%	$208,651	**$260,814**
2056	$1,602,846,401	$48,085,392	$39,923,784	$1,690,855,577	$1,690,855,577	$16,908,556	$1,222,820	5%	$55,027	$4,891,280	5%	$220,108	**$275,135**
2057	$1,690,855,577	$50,725,667	$18,657,667	$1,760,238,911	$1,760,238,911	$17,602,389	$1,272,998	5%	$57,285	$5,091,991	5%	$229,140	**$286,425**
2058	$1,760,238,911	$52,807,167	$19,217,397	$1,832,263,475	$1,832,263,475	$18,322,635	$1,325,086	5%	$59,629	$5,300,343	5%	$238,515	**$298,144**
2059	$1,832,263,475	$54,967,904	$19,793,919	$1,907,025,298	$1,907,025,298	$19,070,253	$1,379,153	5%	$62,062	$5,516,613	5%	$248,248	**$310,309**
2060	$1,907,025,298	$57,210,759	$20,387,736	$1,984,623,793	$1,984,623,793	$19,846,238	$1,435,272	5%	$64,587	$5,741,088	5%	$258,349	**$322,936**
2061	$1,984,623,793	$59,538,714	$0	$2,044,162,506	$2,044,162,506	$20,441,625	$1,478,330	5%	$66,525	$5,913,321	5%	$266,099	**$332,624**

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Source: San Joaquin County; City of Stockton; LWA; EPS.

[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs.

[2] See Table C-5 for new AV added to roll from 2021-22 on. It is assumed that new AV is added to roll in year after development occurs. In 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.

[3] As a conservative assumption, this analysis excludes incremental growth of the existing land value of parcels annexed into the City until the time that the parcel develops. The growth of existing value for these parcels will be included in the EIFD and a method for estimating incremental AV growth/revenue to the EIFD will be determined at the time of EIFD formation. Refer to Table D-2 for the anticipated value of parcels annexed into the City in the first year of development.

[4] This analysis uses annual EIFD revenue requirements provided by LWA to estimate the annual EIFD funding goals and the corresponding allocations for each ATE. The initial EIFD allocation (FY ending 2023 through 2028) are based on negotiations between all ATEs and vary by ATE. For all years following FY ending 2028, allocation rates are assumed to be consistent across all ATEs and step down over time as funding needs change. A listing of all allocation rates by ATE is provided in Table 4.

Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

Table C-4
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Assessed Value of New Development - Stockton Existing City (2020 and Real $)

Stockton
Existing City

Fiscal Year Ending	Assessed Value of New Development [1]									
	Single Family Low Density	Multifamily	**Subtotal Residential**	Retail	Office	Industrial	**Subtotal Nonres.**	**Total (2020$)**	Escalation Factor [2]	**Total with Annual Sales Price Increase**
	AV per Dwelling Unit			*AV per Bldg. Sq. Ft.*						
Assumption	*$ 425,000*	*$ 200,000*		*$ 250*	*$ 250*	*$ 100*				
2020	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.000	**$0**
2021	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.030	**$0**
2022	$17,000,000	$15,000,000	**$32,000,000**	$34,268,938	$14,686,688	$0	**$48,955,625**	**$80,955,625**	1.061	**$85,885,823**
2023	$34,000,000	$0	**$34,000,000**	$29,162,875	$12,498,375	$0	**$41,661,250**	**$75,661,250**	1.093	**$82,677,091**
2024	$28,458,000	$0	**$28,458,000**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$34,708,000**	1.126	**$39,064,160**
2025	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	1.159	**$7,245,463**
2026	$0	$30,000,000	**$30,000,000**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$36,250,000**	1.194	**$43,284,396**
2027	$0	$30,000,000	**$30,000,000**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$36,250,000**	1.230	**$44,582,928**
2028	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	1.267	**$7,917,313**
2029	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	1.305	**$8,154,832**
2030	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	1.344	**$8,399,477**
2031	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	1.384	**$8,651,462**
2032	$0	$16,000,000	**$16,000,000**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$22,250,000**	1.426	**$31,723,180**
2033	$0	$16,000,000	**$16,000,000**	$4,375,000	$1,875,000	$40,000,000	**$46,250,000**	**$62,250,000**	1.469	**$91,416,224**
2034	$0	$16,000,000	**$16,000,000**	$4,375,000	$1,875,000	$35,207,500	**$41,457,500**	**$57,457,500**	1.513	**$86,909,624**
2035	$0	$16,000,000	**$16,000,000**	$4,375,000	$1,875,000	$35,207,500	**$41,457,500**	**$57,457,500**	1.558	**$89,516,913**
2036	$0	$16,000,000	**$16,000,000**	$4,375,000	$1,875,000	$35,207,500	**$41,457,500**	**$57,457,500**	1.605	**$92,202,420**
2037	$0	$16,000,000	**$16,000,000**	$4,375,000	$1,875,000	$35,207,500	**$41,457,500**	**$57,457,500**	1.653	**$94,968,493**
2038	$0	$6,600,000	**$6,600,000**	$4,375,000	$1,875,000	$35,207,500	**$41,457,500**	**$48,057,500**	1.702	**$81,814,677**
2039	$0	$0	**$0**	$4,375,000	$1,875,000	$35,207,500	**$41,457,500**	**$41,457,500**	1.754	**$72,695,977**
2040	$0	$0	**$0**	$4,375,000	$1,875,000	$35,207,500	**$41,457,500**	**$41,457,500**	1.806	**$74,876,857**
2041	$0	$0	**$0**	$4,375,000	$1,875,000	$35,207,500	**$41,457,500**	**$41,457,500**	1.860	**$77,123,162**
2042	$0	$0	**$0**	$4,375,000	$1,875,000	$35,207,500	**$41,457,500**	**$41,457,500**	1.916	**$79,436,857**
2043	$0	$0	**$0**	$4,375,000	$1,875,000	$35,207,500	**$41,457,500**	**$41,457,500**	1.974	**$81,819,963**
2044	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	2.033	**$12,704,963**
2045	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	2.094	**$13,086,112**
2046	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	2.157	**$13,478,695**
2047	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	2.221	**$13,883,056**
2048	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	2.288	**$14,299,548**
2049	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	2.357	**$14,728,534**
2050	$0	$0	**$0**	$4,375,000	$1,875,000	$0	**$6,250,000**	**$6,250,000**	2.427	**$15,170,390**
2051	$0	$0	**$0**	$5,013,750	$2,148,750	$0	**$7,162,500**	**$7,162,500**	2.500	**$17,906,825**
2052	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.575	**$0**
2053	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.652	**$0**
2054	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.732	**$0**
2055	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.814	**$0**
2056	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.898	**$0**
2057	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	2.985	**$0**
2058	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.075	**$0**
2059	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.167	**$0**
2060	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	3.262	**$0**

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Source: San Joaquin County; City of Stockton; LWA; EPS.

[1] Calculated as annual projected dwelling units/bldg. sq. ft. multiplied by AV per dwelling unit/bldg. sq. ft. See Table C-6 for development projections.
[2] Based on a 3 percent annual growth factor.

Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

Table C-5
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Assessed Value of New Development - Stockton Annexation Areas (2020 and Real $)

Stockton Annexation Area

Fiscal Year Ending	Assessed Value of New Development [1]									
	Single Family Low Density	Multifamily	**Subtotal Residential**	Retail	Office	Industrial	**Subtotal Nonres.**	**Total (2020$)**	Escalation Factor [2]	**Total with Annual Sales Price Increase**
	AV per Dwelling Unit			*AV per Bldg. Sq. Ft.*						
Assumption	*$ 425,000*	*$ 200,000*		*$ 250*	*$ 250*	*$ 100*				
2020	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.000	**$0**
2021	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	1.030	**$0**
2022	$0	$0	**$0**	$3,125,000	$0	$0	**$3,125,000**	**$3,125,000**	1.061	**$3,315,313**
2023	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	1.093	**$13,659,088**
2024	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	1.126	**$14,068,860**
2025	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	1.159	**$14,490,926**
2026	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	1.194	**$14,925,654**
2027	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.230	**$23,060,135**
2028	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.267	**$23,751,939**
2029	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.305	**$24,464,497**
2030	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.344	**$25,198,432**
2031	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.384	**$25,954,385**
2032	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.426	**$26,733,017**
2033	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.469	**$27,535,007**
2034	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.513	**$28,361,057**
2035	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.558	**$29,211,889**
2036	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.605	**$30,088,246**
2037	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.653	**$30,990,893**
2038	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.702	**$31,920,620**
2039	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	1.754	**$32,878,238**
2040	$0	$0	**$0**	$25,000,000	$0	$0	**$25,000,000**	**$25,000,000**	1.806	**$45,152,781**
2041	$0	$0	**$0**	$25,000,000	$0	$0	**$25,000,000**	**$25,000,000**	1.860	**$46,507,364**
2042	$0	$0	**$0**	$25,000,000	$0	$0	**$25,000,000**	**$25,000,000**	1.916	**$47,902,585**
2043	$0	$0	**$0**	$25,867,500	$0	$0	**$25,867,500**	**$25,867,500**	1.974	**$51,051,749**
2044	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	2.033	**$38,114,889**
2045	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	2.094	**$39,258,336**
2046	$0	$0	**$0**	$18,750,000	$0	$0	**$18,750,000**	**$18,750,000**	2.157	**$40,436,086**
2047	$0	$0	**$0**	$15,632,500	$0	$0	**$15,632,500**	**$15,632,500**	2.221	**$34,724,300**
2048	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	2.288	**$28,599,096**
2049	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	2.357	**$29,457,069**
2050	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	2.427	**$30,340,781**
2051	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	2.500	**$31,251,004**
2052	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	2.575	**$32,188,534**
2053	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	2.652	**$33,154,190**
2054	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	2.732	**$34,148,816**
2055	$0	$0	**$0**	$12,500,000	$0	$0	**$12,500,000**	**$12,500,000**	2.814	**$35,173,281**
2056	$0	$0	**$0**	$13,775,000	$0	$0	**$13,775,000**	**$13,775,000**	2.898	**$39,923,784**
2057	$0	$0	**$0**	$6,250,000	$0	$0	**$6,250,000**	**$6,250,000**	2.985	**$18,657,667**
2058	$0	$0	**$0**	$6,250,000	$0	$0	**$6,250,000**	**$6,250,000**	3.075	**$19,217,397**
2059	$0	$0	**$0**	$6,250,000	$0	$0	**$6,250,000**	**$6,250,000**	3.167	**$19,793,919**
2060	$0	$0	**$0**	$6,250,000	$0	$0	**$6,250,000**	**$6,250,000**	3.262	**$20,387,736**

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Source: San Joaquin County; City of Stockton; LWA; EPS.

[1] Calculated as annual projected dwelling units/bldg. sq. ft. multiplied by AV per dwelling unit/bldg. sq. ft. See Table C-6 for development projections.
[2] Based on a 3 percent annual growth factor.

Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

Table C-6
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Incremental Development Projections - Stockton

Stockton
Existing City and Annexation Areas

	Existing City							Annexation Area						
	Dwelling Units			Building Square Feet				Dwelling Units			Building Square Feet			
Fiscal Year Ending	Single Family Residential	Multifamily Residential	TOTAL	Retail	Office	Industrial	Total	Single Family Residential	Multifamily Residential	TOTAL	Retail	Office	Industrial	Total
2020	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2021	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2022	40	75	115	137,076	58,747	-	195,823	-	-	-	12,500	-	-	12,500
2023	80	-	80	116,652	49,994	-	166,645	-	-	-	50,000	-	-	50,000
2024	67	-	67	17,500	7,500	-	25,000	-	-	-	50,000	-	-	50,000
2025	-	-	-	17,500	7,500	-	25,000	-	-	-	50,000	-	-	50,000
2026	-	150	150	17,500	7,500	-	25,000	-	-	-	50,000	-	-	50,000
2027	-	150	150	17,500	7,500	-	25,000	-	-	-	75,000	-	-	75,000
2028	-	-	-	17,500	7,500	-	25,000	-	-	-	75,000	-	-	75,000
2029	-	-	-	17,500	7,500	-	25,000	-	-	-	75,000	-	-	75,000
2030	-	-	-	17,500	7,500	-	25,000	-	-	-	75,000	-	-	75,000
2031	-	-	-	17,500	7,500	-	25,000	-	-	-	75,000	-	-	75,000
2032	-	80	80	17,500	7,500	-	25,000	-	-	-	75,000	-	-	75,000
2033	-	80	80	17,500	7,500	400,000	425,000	-	-	-	75,000	-	-	75,000
2034	-	80	80	17,500	7,500	352,075	377,075	-	-	-	75,000	-	-	75,000
2035	-	80	80	17,500	7,500	352,075	377,075	-	-	-	75,000	-	-	75,000
2036	-	80	80	17,500	7,500	352,075	377,075	-	-	-	75,000	-	-	75,000
2037	-	80	80	17,500	7,500	352,075	377,075	-	-	-	75,000	-	-	75,000
2038	-	33	33	17,500	7,500	352,075	377,075	-	-	-	75,000	-	-	75,000
2039	-	-	-	17,500	7,500	352,075	377,075	-	-	-	75,000	-	-	75,000
2040	-	-	-	17,500	7,500	352,075	377,075	-	-	-	100,000	-	-	100,000
2041	-	-	-	17,500	7,500	352,075	377,075	-	-	-	100,000	-	-	100,000
2042	-	-	-	17,500	7,500	352,075	377,075	-	-	-	100,000	-	-	100,000
2043	-	-	-	17,500	7,500	352,075	377,075	-	-	-	103,470	-	-	103,470
2044	-	-	-	17,500	7,500	-	25,000	-	-	-	75,000	-	-	75,000
2045	-	-	-	17,500	7,500	-	25,000	-	-	-	75,000	-	-	75,000
2046	-	-	-	17,500	7,500	-	25,000	-	-	-	75,000	-	-	75,000
2047	-	-	-	17,500	7,500	-	25,000	-	-	-	62,530	-	-	62,530
2048	-	-	-	17,500	7,500	-	25,000	-	-	-	50,000	-	-	50,000
2049	-	-	-	17,500	7,500	-	25,000	-	-	-	50,000	-	-	50,000
2050	-	-	-	17,500	7,500	-	25,000	-	-	-	50,000	-	-	50,000
2051	-	-	-	20,055	8,595	-	28,650	-	-	-	50,000	-	-	50,000
2052	-	-	-	-	-	-	-	-	-	-	50,000	-	-	50,000
2053	-	-	-	-	-	-	-	-	-	-	50,000	-	-	50,000
2054	-	-	-	-	-	-	-	-	-	-	50,000	-	-	50,000
2055	-	-	-	-	-	-	-	-	-	-	50,000	-	-	50,000
2056	-	-	-	-	-	-	-	-	-	-	55,100	-	-	55,100
2057	-	-	-	-	-	-	-	-	-	-	25,000	-	-	25,000
2058	-	-	-	-	-	-	-	-	-	-	25,000	-	-	25,000
2059	-	-	-	-	-	-	-	-	-	-	25,000	-	-	25,000
2060	-	-	-	-	-	-	-	-	-	-	25,000	-	-	25,000
Total	187	888	1,075	746,282	319,835	3,920,750	4,986,868	-	-	-	2,433,600	-	-	2,433,600

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Source: San Joaquin County; City of Stockton; LWA; EPS.

APPENDIX D:

Supporting Tables for EIFD Revenue Analysis

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Table D-1
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Existing Land Use Assessed Value (2020$)

Land Use	FY 2020-21 Assessed Value [1] Existing Land Value	Existing Land Improvement Value	**Total Existing Assessed Value**
City of Lathrop	$809,546,180	$2,380,385,113	**$3,189,931,293**
City of Manteca	$331,548,841	$717,766,158	**$1,049,314,999**
City of Stockton	$406,036,852	$987,179,747	**$1,393,216,599**
Unincorporated County [2]			
Lathrop Annexation Area	$32,967,236	$19,300,492	**$52,267,728**
Manteca Annexation Area	$6,897,128	$7,918,291	**$14,815,419**
Stockton Annexation Area	$87,605,502	$112,107,786	**$199,713,288**
Total Unincorporated County	**$127,469,866**	**$139,326,569**	**$266,796,435**

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Source: San Joaquin County; City of Manteca; City of Lathrop; City of Stockton; LWA; EPS.

[1] Includes FY 2020-21 total assessed value for parcels by jurisdiction, as provided by the County Auditor-Controller. The identified parcels are contained within the Project boundary and may not align with Tax Rate Area (TRA) boundaries. Details regarding implementing the tax increment allocation by jurisdiction will be determined at the time of EIFD formation.

[2] Reflects the FY 2020-21 total assessed value for parcels that are located within the unincorporated county, as provided by the County Auditor-Controller. These parcels are anticipated to be developed between 2021-2060 and annex to a proximate jurisdiction.

Table D-2
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Estimated Annexation Assessed Value (2020 and Real $)

Jurisdiction / Project	Estimated Timing of Annexation (Fiscal Year Ending) [1]	Escalated Assessed Value of Annexed Parcels (2020$) [2]	Escalation Factor [3]	Escalated Assessed Value of Annexed Parcels (Real $)
City of Stockton	2022	$199,713,288	1.06	$211,875,827
City of Manteca	2023	$14,815,419	1.09	$16,189,208
City of Lathrop	2025	$52,267,728	1.16	$60,592,622
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Source: LWA; EPS.

[1] It is assumed that the full project acreage will be annexed into the City on the initial year of development for each project.
[2] Represents the loss of assessed value to the unincorporated San Joaquin County. Potential revenue from the newly developed TRAs within the City is calculated in the potential revenue from each jurisdiction. Refer to Table D-1 for details.
[3] Assumes a 3 percent annual escalation factor.

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Table D-3
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Gross Property Tax Revenue and Tax Allocation Percentages - Fiscal Year 2020-21

	2020-21 Gross Property Tax Revenue			Tax Allocation Percentage	
TRA [1]	City	County	Total	City	County
Lathrop					
TRA: 007-000	$82,442	$123,718	$678,334	12.15%	18.24%
TRA: 007-007	$289,047	$328,940	$2,318,678	12.47%	14.19%
TRA: 007-008	$467	$606	$3,950	11.82%	15.34%
TRA: 007-012	$39,102	$56,018	$313,134	12.49%	17.89%
TRA: 007-013	$119,036	$106,303	$661,636	17.99%	16.07%
TRA: 007-014	$1,063,665	$1,906,379	$9,853,335	10.79%	19.35%
TRA: 007-022	$85,551	$121,875	$689,323	12.41%	17.68%
TRA: 007-029	$4,350	$5,426	$37,038	11.75%	14.65%
TRA: 007-041	$88,366	$98,436	$578,696	15.27%	17.01%
TRA: 007-043	$288,792	$374,305	$2,209,023	13.07%	16.94%
TRA: 007-046	$989,152	$916,810	$5,653,075	17.50%	16.22%
TRA: 007-047	$7,017	$9,995	$56,190	12.49%	17.79%
TRA: 007-048	$189,204	$169,785	$1,065,719	17.75%	15.93%
TRA: 007-071	$802,914	$1,114,693	$6,188,351	12.97%	18.01%
TRA: 007-074	$5,570	$21,061	$102,361	5.44%	20.58%
TRA: 007-091	$181,972	$1,637,751	$6,961,184	2.61%	23.53%
TRA: 007-092	$21,321	$85,283	$414,996	5.14%	20.55%
TRA: 007-093	$272	$1,090	$5,930	4.59%	18.38%
TRA: 007-095	$0	$34,298	$129,149	0.00%	26.56%
Total Lathrop	**$4,258,238**	**$7,112,774**	**$37,920,102**	**11.23%**	**18.76%**
Manteca					
TRAs [2]					
TRA: 002-000	$6,133,116	$8,411,167	$42,568,079	14.41%	19.76%
TRA: 002-060	$111,410	$165,849	$836,788	13.31%	19.82%
TRA: 002-063	$193,705	$335,544	$1,515,697	12.78%	22.14%
TRA: 002-088	$172,456	$262,585	$1,318,366	13.08%	19.92%
Subtotal	**$6,610,686**	**$9,175,146**	**$46,238,929**	**14.30%**	**19.84%**
Total Manteca	**$6,610,686**	**$9,175,146**	**$46,238,929**		
Stockton					
TRA: 003-159	$136,444	$161,150	$799,722	17.06%	20.15%
TRA: 003-238	$2,038,727	$2,411,802	$11,974,116	17.03%	20.14%
TRA: 003-240	$123,480	$168,345	$720,887	17.13%	23.35%
TRA: 003-289	$96,770	$113,258	$564,075	17.16%	20.08%
TRA: 003-312	$6,487	$11,238	$46,985	13.81%	23.92%
TRA: 003-455	$5,051	$20,203	$89,318	5.65%	22.62%
TRA: 003-463	$25,521	$100,124	$333,024	7.66%	30.07%
TRA: 003-464	-$179	-$212	-$1,045	17.15%	20.25%
TRA: 003-479	$0	$0	$0	0.00%	0.00%
TRA: 003-481	$2,383	$9,531	$42,136	5.65%	22.62%
Total Stockton	**$2,434,684**	**$2,995,439**	**$14,569,218**	**16.71%**	**20.56%**
TOTAL	**$13,303,608**	**$19,283,358**	**$98,728,249**		

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Source: San Joaquin County Assessor; San Joaquin County Auditor-Controller; EPS.

[1] For each city, includes all TRAs in the existing city boundary within the Mossdale Tract boundary. This differs from the allocations used in the individual City fiscal impact analyses because those analyses include only the allocation for TRAs with anticipated development.

[2] City of Manteca TRA's reflect only those TRAs within the Mossdale Tract boundary that are not included in a redevelopment area.

Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

Table D-4
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Preliminary Property Tax Allocations - City of Lathrop Annexation Area

City of Lathrop Annexation Areas

Tax Code	Entity	Existing Tax Rate Area (TRA) Post-ERAF 102-100	Existing Tax Rate Area (TRA) Post-ERAF 102-121	Adjusted Existing Base Revenue [1] 102-100	Adjusted Existing Base Revenue [1] 102-121	Property Tax Sharing Agreement [2]	Post Annexation Average Base Revenue	Post Annexation Average Post-ERAF Distribution
Formula		*a*	*b*	*c*	*d*	*e*	*f = e * ($20,642 + $39,050)*	*g = f / $172,070*
Subject to Detachment								
10001	County General Fund	19.80000%	22.38190%	$12,654	$24,209	80%	$47,754	27.75259%
10527	Road District #5	3.87760%	4.26700%	$2,478	$4,615	-	-	0.00000%
14901	Lathrop-Manteca Fire District (LMFD)	8.62190%	0.00000%	$5,510	$0	-	-	0.00000%
14401	French Camp McKinley Rural Fire	0.00000%	9.45470%	$0	$10,226	-	-	0.00000%
40600	City of Lathrop	0.00000%	0.00000%	-	-	20%	$11,938	6.93815%
	Subtotal	**32.29950%**	**36.10360%**	**$20,642**	**$39,050**	**100%**	**$59,692**	**27.75259%**
Not Subject to Detachment								
10618	County Library	1.59760%	1.80310%	$1,021	$1,950	-	$2,971	1.72677%
12601	Manteca Unified School District	26.25470%	29.62960%	$16,779	$32,048	-	$48,827	28.37611%
13001	San Joaquin Delta Community College	3.55440%	4.01150%	$2,272	$4,339	-	$6,610	3.84172%
13201	San Joaquin County Office of Education	1.26400%	1.38930%	$808	$1,503	-	$2,310	1.34276%
16001	San Joaquin Flood Control	0.15580%	0.17590%	$100	$190	-	$290	0.16844%
21901	Mosquito Abatement	0.69960%	0.78940%	$447	$854	-	$1,301	0.75605%
22001	Reclamation District #17	0.00000%	0.00000%	$0	$0	-	$0	0.00000%
24601	South San Joaquin Irrigation	5.27940%	0.00000%	$3,374	$0	-	$3,374	1.96082%
25301	CSA No. 4 Lathrop	1.54290%	0.00000%	$986	$0	-	$986	0.57305%
41100	Education Revenue Augmentation Fund (ERAF)	27.35210%	26.09760%	$17,480	$28,227	-	$45,708	26.56353%
	Subtotal	**67.70050%**	**63.89640%**	**$43,267**	**$69,111**	**0%**	**$112,378**	**65.30926%**
Total		**100.00000%**	**100.00000%**	**$63,909**	**$108,161**	**100%**	**$172,070**	**100.00000%**

Source: San Joaquin County Auditor-Controller; EPS.

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[1] Provided by the San Joaquin County Auditor-Controller.
[2] Based on the most recent tax-sharing agreement between San Joaquin County and the City of Lathrop dated November 2012 related to annexed areas to the City.

Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

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Table D-5
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Preliminary Property Tax Allocations - City of Manteca Annexation Areas

City of Manteca Annexation Areas

Tax Code	Entity	Existing Tax Rate Area (TRA) Post-ERAF Distribution [1]		Gross Revenue (FY 2019-20) [1]			Property Tax Sharing Agreement [2]	Post Annexation Average	
		TRA 102-136	TRA 102-001	TRA 102-136	TRA 102-001	Total		Base Revenue	Post-ERAF Distribution
Formula		*a*	*b*	*e*	*f*	*g = e + f*	*h*	*e = d * $396,888*	*f = e / $1,197,578*
Subject to Detachment									
10001	County General	20.32600%	20.29360%	$228,594	$14,804	$243,398	80%	$317,510	26.51271%
10527	Road District 5	3.97920%	3.97840%	$44,751	$2,902	$47,653	-	-	0.00000%
14901	Lathrop-Manteca Rural Fire	8.83690%	8.84610%	$99,384	$6,453	$105,837	-	-	0.00000%
40200	City of Manteca	0.00000%	0.00000%	-	-	-	20%	$79,378	6.62818%
	Subtotal	**33.14210%**	**33.11810%**	**$372,728**	**$24,160**	**$396,888**	**100%**	**$396,888**	**33.14089%**
Not Subject to Detachment									
10618	County Library	1.63940%	1.63910%	$18,437	$1,196	$19,633	-	$19,633	1.63940%
12601	Manteca Unified Schools	26.94230%	26.93720%	$303,000	$19,651	$322,650	-	$322,650	26.94192%
13001	S.J. Delta Comm College	3.64750%	3.64670%	$41,021	$2,660	$43,681	-	$43,681	3.64745%
13201	County Office Of Education	1.28960%	1.31780%	$14,501	$961	$15,463	-	$15,463	1.29115%
16001	Sjc Flood Control	0.16000%	0.15990%	$1,799	$117	$1,916	-	$1,916	0.15997%
21901	Sjc Mosquito Abatement	0.71800%	0.71790%	$8,075	$524	$8,598	-	$8,598	0.71797%
24601	South San Joaquin Irrigation	5.41160%	5.41660%	$60,861	$3,951	$64,813	-	$64,813	5.41200%
41100	ERAF - Educational Revenue Augmentation Fund	27.04950%	27.04670%	$304,205	$19,731	$323,936	-	$323,936	27.04926%
	Subtotal	**66.85790%**	**66.88190%**	**$751,899**	**$48,791**	**$800,690**	**0%**	**$800,690**	**66.85911%**
Total		**100.00000%**	**100.00000%**	**$1,124,627**	**$72,951**	**$1,197,578**	**100%**	**$1,197,578**	**100.00000%**

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Source: San Joaquin County Auditor-Controller; EPS.

[1] Provided by the San Joaquin County Auditor-Controller.
[2] Based on the most recent tax-sharing agreement between San Joaquin County and the City of Manteca dated November 2018 related to annexed areas to the City.

Attachment E: Tax Increment Revenue Forecast - Variable Tax Rate Scenario

Table D-6
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Preliminary Property Tax Allocations - City of Stockton Annexation Area

City of Stockton Annexation Areas

Tax Code	Entity	Existing Tax Rate Area (TRA) Post-ERAF Distribution [1] TRA 102-135	TRA 102-032	Gross Revenue (FY 2019-20) [1] TRA 102-135	TRA 102-032 [2]	Total	Property Tax Sharing Agreement [3]	Post Annexation Average Base Revenue	Post-ERAF Distribution
Formula		*a*	*b*	*e*	*f*	*g = e + f*	*h*	*e = d * $278,126*	*f = e / $769,158*
Subject to Detachment									
10001	County General	22.29650%	22.30610%	$172,291	($796)	$171,495	80%	$222,501	28.92784%
10527	Road District 1	4.26040%	4.26030%	$32,921	($152)	$32,769	-	-	0.00000%
14401	French Camp-Mc Kinley Rural Fire	9.60300%	9.60300%	$74,205	($343)	$73,862	-	-	0.00000%
40400	City of Stockton	0.00000%	0.00000%	-	-	-	20%	$55,625	7.23196%
	Subtotal	**36.15990%**	**36.16940%**	**$279,417**	**($1,291)**	**$278,126**	**100%**	**$278,126**	**36.15980%**
Not Subject to Detachment									
10618	County Library	1.80010%	1.80010%	$13,910	($64)	$13,846	-	$13,846	1.80013%
12601	Manteca Unified Schools	29.58380%	29.58380%	$228,602	($1,056)	$227,546	-	$227,546	29.58378%
13001	S.J. Delta Comm College	4.00510%	4.00510%	$30,949	($143)	$30,806	-	$30,806	4.00514%
13201	County Office Of Education	1.43850%	1.42890%	$11,116	($51)	$11,065	-	$11,065	1.43855%
16001	Sjc Flood Control	0.17560%	0.17570%	$1,357	($6)	$1,351	-	$1,351	0.17564%
21901	Sjc Mosquito Abatement	0.78840%	0.78840%	$6,092	($28)	$6,064	-	$6,064	0.78838%
41100	ERAF - Educational Revenue Augmentation Fund	26.04860%	26.04860%	$201,285	($930)	$200,355	-	$200,355	26.04859%
	Subtotal	**63.84010%**	**63.83060%**	**$493,311**	**($2,279)**	**$491,032**	-	**$491,032**	**63.84020%**
Total		**100.00000%**	**100.00000%**	**$772,729**	**($3,570)**	**$769,158**	**100%**	**$769,158**	**100.00000%**

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Source: San Joaquin County Auditor-Controller; EPS.

[1] Provided by the San Joaquin County Auditor-Controller.
[2] Based on information provided by the Auditor-Controller's office, a negative gross revenue value is a result of base revenue transfers from the jurisdictional changes when the TRA was formed or other jurisdictional changes that may occur in the TRA since formation.
[3] Based on the most recent tax-sharing agreement between San Joaquin County and the City of Stockton dated August 2015 related to annexed areas to the City.

ATTACHMENT F:

Lathrop Fiscal Impact Analysis

List of Tables

Table 1 Summary of Annual Surplus/Deficits..... F-1

Table 2 Estimated Annual Revenues and Expenditures F-2

Attachment F: Lathrop Fiscal Impact Analysis

Table 1
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Lathrop
Summary of Annual Surplus/Deficits (2020$)

City of Lathrop

Item	Estimated Annual Revenues/Expenditures (Rounded)					
	2025 [1]	2030	2035	2040	2050	Buildout (2060)
Annual Fiscal Impact Summary						
Prior to EIFD Allocation						
Annual General Fund Revenues	$4,356,000	$9,517,000	$11,412,000	$12,590,000	$14,715,000	$16,450,000
Annual General Fund Expenditures	$4,092,000	$6,241,000	$7,109,000	$7,899,000	$13,147,000	$17,831,000
Net General Fund Surplus/(Deficit)	**$264,000**	**$3,276,000**	**$4,303,000**	**$4,691,000**	**$1,568,000**	**($1,381,000)**
Net of EIFD Allocation - Maximum Tax Rate						
EIFD Contribution [2]	($130,300)	($501,800)	($594,000)	($652,100)	($857,000)	($1,036,400)
Net General Fund Surplus/(Deficit)	**$133,700**	**$2,774,200**	**$3,709,000**	**$4,038,900**	**$711,000**	**($2,417,400)**
Net of EIFD Allocation - Variable Tax Rate						
EIFD Contribution [2]	($130,300)	($326,200)	($282,200)	($309,700)	($192,800)	($233,200)
Net General Fund Surplus/(Deficit)	**$133,700**	**$2,949,800**	**$4,020,800**	**$4,381,300**	**$1,375,200**	**($1,614,200)**

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Source: EPS.

[1] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[2] EIFD Allocation represents the portion of City property tax revenues diverted to the EIFD. Refer to Table B-3 for details.

Attachment F: Lathrop Fiscal Impact Analysis

Table 2
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Lathrop
Estimated Annual Revenues and Expenditures (2020$)

City of Lathrop

Item	Estimated Annual Revenues/Expenditures (Rounded)					
	2025 [1]	2030	2035	2040	2050	Buildout (2060)
General Fund						
Annual General Fund Revenues						
Property Tax	$1,302,600	$2,508,900	$2,970,200	$3,260,300	$4,285,100	$5,181,800
Property Tax in Lieu of VLF	$524,200	$1,014,400	$1,204,400	$1,320,900	$1,732,300	$2,092,400
Property Transfer Tax	$51,600	$84,500	$98,300	$109,900	$180,400	$243,200
Sales and Use Tax	$2,173,900	$5,370,000	$6,510,000	$7,203,900	$7,536,100	$7,699,700
Transient Occupancy Tax	$98,000	$174,100	$203,100	$224,200	$316,500	$397,800
Franchise Tax	$149,700	$265,900	$310,200	$342,500	$483,400	$607,600
Licenses and Permits	$38,800	$69,000	$80,500	$88,900	$125,500	$157,700
Fines	$17,100	$30,400	$35,400	$39,100	$55,300	$69,400
Total Annual General Fund Revenues	**$4,355,900**	**$9,517,200**	**$11,412,100**	**$12,589,700**	**$14,714,600**	**$16,449,600**
Annual General Fund Expenditures						
General Government	$376,800	$669,400	$780,700	$862,000	$1,216,800	$1,529,200
Human Resources	$65,900	$117,200	$136,600	$150,900	$213,000	$267,700
Central Services	$175,400	$311,700	$363,500	$401,400	$566,600	$712,100
Finance and Information Technology	$626,100	$1,112,400	$1,297,300	$1,432,400	$2,022,100	$2,541,200
Animal Services	$66,800	$118,700	$138,500	$152,900	$215,800	$271,200
Community Development	$423,200	$751,800	$876,800	$968,200	$1,366,700	$1,717,600
Culture and Recreation	$242,300	$300,700	$329,400	$369,800	$773,700	$1,137,200
Police Services (Non-Contract)	$147,900	$183,600	$201,100	$225,800	$472,400	$694,400
Police Services (Contract)	$1,532,200	$1,902,000	$2,083,300	$2,339,200	$4,893,700	$7,193,000
Public Works	$435,400	$773,600	$902,200	$996,200	$1,406,300	$1,767,400
Total Annual General Fund Expenditures	**$4,092,000**	**$6,241,100**	**$7,109,400**	**$7,898,800**	**$13,147,100**	**$17,831,000**
EIFD Contribution [2]						
Maximum Tax Rate	($130,300)	($501,800)	($594,000)	($652,100)	($857,000)	($1,036,400)
Variable Tax Rate	($130,300)	($326,200)	($282,200)	($309,700)	($192,800)	($233,200)
Net General Fund Surplus/(Deficit)						
Prior to EIFD Allocation	**$263,900**	**$3,276,100**	**$4,302,700**	**$4,690,900**	**$1,567,500**	**($1,381,400)**
Net of EIFD Allocation - Maximum Tax	**$133,600**	**$2,774,300**	**$3,708,700**	**$4,038,800**	**$710,500**	**($2,417,800)**
Net of EIFD Allocation - Variable Tax	**$133,600**	**$2,949,900**	**$4,020,500**	**$4,381,200**	**$1,374,700**	**($1,614,600)**

det sum

Source: EPS.

[1] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[2] EIFD Contribution represents the portion of City property tax revenues diverted to the EIFD. Refer to Table B-3 for details.

APPENDICES:

Appendix A: General Assumptions

Appendix B: General Fund Revenue Analysis

Appendix C: General Fund Expenditure Analysis

Appendix D: Supporting Tables for Revenue and Expenditure Analysis

APPENDIX A:

General Assumptions

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Attachment F: Lathrop Fiscal Impact Analysis

Table A-1
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Lathrop
General Assumptions

Item	City of Lathrop Assumption
General Assumptions	
Fiscal Year of Budget Analysis [1]	FY 2020-21
Base Fiscal Year of Potential EIFD [2]	FY 2022-23
General Demographic Characteristics	
City of Lathrop	
Population [3]	26,833
Employees [4]	10,200
City of Lathrop Persons Served [5]	**31,933**

gen assumps

Source: California Department of Finance; City of Lathrop; Lathrop-Manteca Fire District; EPS.

[1] Reflects the City of Lathrop Fiscal Year 2020-21 adopted budget. Revenues and expenditures are in 2020 dollars. This analysis does not reflect changes in values resulting from inflation or appreciation.

[2] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[3] Based on population estimates from the California Department of Finance (DOF) data for January 1, 2020.

[4] US Census Onthemap.ces.census.gov estimated a total of 9,090 jobs in Lathrop, CA in 2018. California EDD reports an annual average growth rate of 0.95% since 2018 for the Stockton-Lodi MSA. EPS adjusted the 2018 employment figure to arrive at a 2020 employment estimate using this growth rate and further increased the total by 10% to account for self-employed workers. Estimate is rounded to the nearest hundred employees.

[5] Defined as total City population plus half of total employees within the City.

Attachment F: Lathrop Fiscal Impact Analysis

Table A-2
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Lathrop
Cumulative Land Use

City of Lathrop

Land Use	Cumulative Dwelling Units/Square Footage											
	2025 [1]		2030		2035		2040		2050		Buildout (2060)	
	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.
Development Projections in Current City Limits [2]												
Residential Land Uses [4]												
Low Density Residential	702	-	802	-	878	-	1,047	-	2,737	-	4,258	-
High Density Residential	412	-	603	-	661	-	661	-	661	-	661	-
Subtotal Residential	**1,114**	**-**	**1,405**	**-**	**1,539**	**-**	**1,708**	**-**	**3,398**	**-**	**4,919**	**-**
Nonresidential Land Uses												
Retail Commercial [5]	-	917,494	-	2,242,309	-	2,646,982	-	2,970,720	-	3,031,422	-	3,031,422
Office Commercial [5]	-	611,663	-	1,494,872	-	1,764,654	-	1,980,480	-	2,020,948	-	2,020,948
Industrial	-	3,227,631	-	7,330,420	-	9,067,930	-	9,415,432	-	9,415,432	-	9,415,432
Subtotal Nonresidential	**-**	**4,756,788**	**-**	**11,067,601**	**-**	**13,479,566**	**-**	**14,366,632**	**-**	**14,467,802**	**-**	**14,467,802**
Total All Land Uses	**1,114**	**4,756,788**	**1,405**	**11,067,601**	**1,539**	**13,479,566**	**1,708**	**14,366,632**	**3,398**	**14,467,802**	**4,919**	**14,467,802**
Development Projections in Annexation Area [3]												
Nonresidential Land Uses												
Retail Commercial [5]	-	27,453	-	164,718	-	274,530	-	274,530	-	274,530	-	274,530
Subtotal Nonresidential	**-**	**27,453**	**-**	**164,718**	**-**	**274,530**	**-**	**274,530**	**-**	**274,530**	**-**	**274,530**
Total All Land Uses	**-**	**27,453**	**-**	**164,718**	**-**	**274,530**	**-**	**274,530**	**-**	**274,530**	**-**	**274,530**
Total City of Lathrop Development Projections												
Residential Land Uses [4]												
Low Density Residential	702	-	802	-	878	-	1,047	-	2,737	-	4,258	-
High Density Residential	412	-	603	-	661	-	661	-	661	-	661	-
Subtotal Residential	**1,114**	**-**	**1,405**	**-**	**1,539**	**-**	**1,708**	**-**	**3,398**	**-**	**4,919**	**-**
Nonresidential Land Uses												
Retail Commercial [5]	-	944,947	-	2,407,027	-	2,921,512	-	3,245,250	-	3,305,952	-	3,305,952
Office Commercial [5]	-	611,663	-	1,494,872	-	1,764,654	-	1,980,480	-	2,020,948	-	2,020,948
Industrial	-	3,227,631	-	7,330,420	-	9,067,930	-	9,415,432	-	9,415,432	-	9,415,432
Subtotal Nonresidential	**-**	**4,784,241**	**-**	**11,232,319**	**-**	**13,754,096**	**-**	**14,641,162**	**-**	**14,742,332**	**-**	**14,742,332**
Total All Land Uses	**1,114**	**4,784,241**	**1,405**	**11,232,319**	**1,539**	**13,754,096**	**1,708**	**14,641,162**	**3,398**	**14,742,332**	**4,919**	**14,742,332**

land use

Source: City of Lathrop; LWA; EPS.

[1] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[2] Development projections were provided by LWA and are based on land use data provided by the City as of February, 2020. Includes development projections in Central Lathrop, Mossdale Landing, South Lathrop, Lathrop Gateway, Crossroads, Historic/East Lathrop, and Sharpe Depot.

[3] Includes development projections in the South Lathrop Specific Plan.

[4] For the purpose of this analysis, low density residential is considered to be owner-occupied and high density residential is assumed to be renter-occupied.

[5] Nonresidential commercial land use projections provided by the City reflect a general commercial land use designation. This analysis assumes general commercial will comprise both retail and office land uses. EPS determined a preliminary estimated allocation of retail and office space based on the existing proportion of retail and office space in the City, the City's current General Plan, and the proposed land use plans of anticipated development projects within the EIFD boundary.

Attachment F: Lathrop Fiscal Impact Analysis

Table A-3
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Lathrop
Cumulative Occupied Dwelling Units and Building Square Footage

City of Lathrop

Land Use	Vacancy Rate [1]	Occupied Dwelling Units/Building Square Feet					
		2025	2030	2035	2040	2050	Buildout (2060)
Development Projections in Current City Limits							
Residential Land Uses				*Occupied Dwelling Units*			
Low Density Residential	6.0%	659	753	825	984	2,572	4,002
High Density Residential	6.0%	387	567	621	621	621	621
Subtotal Residential		**1,047**	**1,320**	**1,446**	**1,605**	**3,194**	**4,623**
Nonresidential Land Uses				*Occupied Building Square Feet*			
Retail Commercial	7.5%	848,682	2,074,135	2,448,458	2,747,916	2,804,065	2,804,065
Office Commercial	7.5%	565,788	1,382,757	1,632,305	1,831,944	1,869,377	1,869,377
Industrial	7.5%	2,985,558	6,780,639	8,387,835	8,709,275	8,709,275	8,709,275
Subtotal Nonresidential		**4,400,028**	**10,237,531**	**12,468,599**	**13,289,135**	**13,382,717**	**13,382,717**
Development Projections in Annexation Area							
Nonresidential Land Uses				*Occupied Building Square Feet*			
Retail Commercial	7.5%	25,394	152,364	253,940	253,940	253,940	253,940
Subtotal Nonresidential		**25,394**	**152,364**	**253,940**	**253,940**	**253,940**	**253,940**
Total City of Lathrop Development Projections							
Residential Land Uses				*Occupied Dwelling Units*			
Low Density Residential	6.0%	659	753	825	984	2,572	4,002
High Density Residential	6.0%	387	567	621	621	621	621
Subtotal Residential		**1,047**	**1,320**	**1,446**	**1,605**	**3,194**	**4,623**
Nonresidential Land Uses				*Occupied Building Square Feet*			
Retail Commercial	7.5%	874,076	2,226,500	2,702,398	3,001,856	3,058,006	3,058,006
Office Commercial	7.5%	565,788	1,382,757	1,632,305	1,831,944	1,869,377	1,869,377
Industrial	7.5%	2,985,558	6,780,639	8,387,835	8,709,275	8,709,275	8,709,275
Subtotal Nonresidential		**4,425,422**	**10,389,895**	**12,722,539**	**13,543,075**	**13,636,657**	**13,636,657**

occupied

Source: California Department of Finance; City of Lathrop; San Joaquin County; Costar; LWA; EPS.

[1] For details pertaining to vacancy rate assumptions, refer to Table A-5.

Table A-4
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Lathrop
Cumulative Estimated Population and Employees

City of Lathrop

Land Use	Assumption [1]	Estimated Population/Employees 2025	2030	2035	2040	2050	Buildout (2060)
Project Residents							
Residential Land Uses	*PPH*						
Low Density Residential	3.30	2,176	2,486	2,722	3,246	8,489	13,207
High Density Residential	2.50	968	1,417	1,553	1,553	1,553	1,553
Subtotal Residential		**3,144**	**3,903**	**4,275**	**4,800**	**10,042**	**14,760**
Total Resident Population		**3,144**	**3,903**	**4,275**	**4,800**	**10,042**	**14,760**
Project Employees							
Nonresidential Land Uses	*Sq. Ft. per Emp.*						
Retail Commercial	400	2,185	5,566	6,756	7,505	7,645	7,645
Office Commercial	400	1,414	3,457	4,081	4,580	4,673	4,673
Industrial	2,000	1,493	3,390	4,194	4,355	4,355	4,355
Subtotal Nonresidential		**5,092**	**12,413**	**15,031**	**16,439**	**16,673**	**16,673**
Total Employee Population		**5,092**	**12,413**	**15,031**	**16,439**	**16,673**	**16,673**
Project Persons Served		**5,690**	**10,110**	**11,791**	**13,019**	**18,379**	**23,097**

pop

Source: California Department of Finance; EPS.

[1] For persons per household and square feet per employee assumptions, refer to Table A-5.

Table A-5
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Lathrop
Land Use Assumptions

City of Lathrop

Land Use	Estimated Assessed Value [1]	Property Turnover Rate [2]	Vacancy Rate [3]	Persons Per Household/ Sq. Ft. per Employee [4]
Residential Land Uses	*per Unit*			
Owner-Occupied Residential				
Low Density Residential	$525,000	14.3%	6.0%	3.30
Renter Occupied Residential				
High Density Residential	$200,000	6.7%	6.0%	2.50
Nonresidential Land Uses	*per Sq. Ft.*			
Retail Commercial	$250	5.0%	7.5%	400
Office Commercial	$250	5.0%	7.5%	400
Industrial	$100	5.0%	7.5%	2,000

lu assum

Source: The Gregory Group; Costar; Colliers, International; CBRE; US Census; EPS.

[1] Residential assessed values are based on sales data of comparable products as obtained through The Gregory Group for the last 4 quarters (Q1 2020 through Q4 2020). Nonresidential values per square foot based on comparable transaction data for transactions made in San Joaquin County since 2005 obtained from Costar, data accessed on March 25, 2021. Commercial retail and office categories are a blended average of retail and commercial uses.

[2] Owner-occupied residential assumed to turn over once every 7 years and renter-occupied residential is assumed to turn over once every 15 years. Nonresidential uses are assumed to turn over once every 20 years.

[3] Residential vacancy rates obtained from the US Census American Community Survey, 2018 estimates, for San Joaquin County. Commercial and industrial vacancy rates based on Q3 2019 Costar and Q3 2019 Colliers International market reports for the Stockton/Modesto area.

[4] Persons per household figures obtained from the US Census American Community Survey, 2018 estimates. Square feet per employee values are based on empirical research for proposed land uses.

APPENDIX B:

General Fund Revenue Analysis

Table B-1	Revenue-Estimating Procedures Based on City of Lathrop FY 2020-21 Budget	F-8
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Table B-1
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Lathrop
Revenue-Estimating Procedures Based on City of Lathrop FY 2020-21 Budget (2020$)

City of Lathrop

Item	Estimating Procedure	Case Study Reference	FY 2020-21 Budgeted General Fund Revenues [1]	Offsetting Revenues	FY 2020-21 Budgeted Net General Fund Revenues	Service Population [2]	Revenue Multiplier
General Fund Revenues							
Property Tax	Case Study	Table B-3	$4,800,000	-	$4,800,000	N/A	-
Property Tax in Lieu of VLF	Case Study	Table B-3	$2,000,000	-	$2,000,000	N/A	-
Property Transfer Tax [3]	Case Study	Table B-4	$0	-	$0	N/A	-
Sales and Use Tax	Case Study	Table B-5	$4,000,000	-	$4,000,000	N/A	-
Prop. 172 Public Safety Sales Tax [4]	[4]	-	$0	-	$0	N/A	-
Transient Occupancy Tax	Persons Served	-	$550,000	-	$550,000	31,933	$17.22
Franchise Tax	Persons Served	-	$840,000	-	$840,000	31,933	$26.31
Licenses and Permits	Persons Served	-	$218,006	-	$218,006	31,933	$6.83
Intergovernmental Revenue	[5]	-	$335,000	-	$335,000	N/A	-
Current Service Charges	[6]	-	$710,320	($710,320)	$0	N/A	-
Fines	Persons Served	-	$96,000	-	$96,000	31,933	$3.01
Use of Money and Property	[5]	-	$190,900	-	$190,900	N/A	-
Other	[5]	-	$995,370	-	$995,370	N/A	-
Indirect Cost/Transfer In	[5]	-	$5,349,840	-	$5,349,840	N/A	-
Subtotal General Fund Revenues			**$20,085,436**	**($710,320)**	**$19,375,116**		

rev pro

Source: City of Lathrop FY 2019-21 Adopted Budget and Budget Amendments (Dated March 4, 2021); EPS.

[1] Based on amended Fiscal Year 2020-21 Budgeted General Fund revenues as provided by City staff, current as of March, 2021.
[2] Refer to Table A-1 for details.
[3] City Property Transfer Tax revenues are included in the Property Tax total.
[4] Cities that did not receive property tax or exist in 1980 are ineligible for Proposition 172 revenues. The City of Lathrop incorporated in 1989 and is therefore ineligible to receive Proposition 172 revenue.
[5] This revenue source is not expected to be affected by anticipated development and therefore is not evaluated in this analysis.
[6] This revenue source is dedicated to and directly offsets costs as shown in Table C-1.

Table B-2
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Lathrop
Estimated Annual Project Revenues by Phase (2020$)

City of Lathrop

Revenues	Source	Cumulative Estimated Annual Revenues					
		2025	2030	2035	2040	2050	Buildout (2060)
General Fund							
Property Tax	Table B-3	$1,302,600	$2,508,900	$2,970,200	$3,260,300	$4,285,100	$5,181,800
Property Tax in Lieu of VLF	Table B-3	$524,200	$1,014,400	$1,204,400	$1,320,900	$1,732,300	$2,092,400
Property Transfer Tax	Table B-4	$51,600	$84,500	$98,300	$109,900	$180,400	$243,200
Sales and Use Tax	Table B-5	$2,173,900	$5,370,000	$6,510,000	$7,203,900	$7,536,100	$7,699,700
Transient Occupancy Tax	-	$98,000	$174,100	$203,100	$224,200	$316,500	$397,800
Franchise Tax	-	$149,700	$265,900	$310,200	$342,500	$483,400	$607,600
Licenses and Permits	-	$38,800	$69,000	$80,500	$88,900	$125,500	$157,700
Fines	-	$17,100	$30,400	$35,400	$39,100	$55,300	$69,400
Total Annual General Fund Revenues		**$4,355,900**	**$9,517,200**	**$11,412,100**	**$12,589,700**	**$14,714,600**	**$16,449,600**
Less EIFD Contribution		($130,260)	($501,772)	($594,039)	($652,066)	($857,014)	($1,036,354)
Net General Fund Revenues		**$4,225,640**	**$9,015,428**	**$10,818,061**	**$11,937,634**	**$13,857,586**	**$15,413,246**
EIFD Contribution - Maximum Tax Rate							
Less EIFD Contribution		($130,260)	($501,772)	($594,039)	($652,066)	($857,014)	($1,036,354)
Net General Fund Revenues		**$4,095,380**	**$8,513,657**	**$10,224,021**	**$11,285,568**	**$13,000,573**	**$14,376,891**
EIFD Contribution - Variable Tax Rate							
Less EIFD Contribution		($130,260)	($326,152)	($282,169)	($309,731)	($192,828)	($233,180)
Net General Fund Revenues		**$4,095,380**	**$8,689,277**	**$10,535,892**	**$11,627,903**	**$13,664,758**	**$15,180,066**

rev

Source: City of Lathrop FY 2020-21 Adopted Budget; EPS.

Attachment F: Lathrop Fiscal Impact Analysis

Table B-3
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Lathrop
Estimated Annual Property Tax Revenues (2020$)

City of Lathrop

Item	Assumption/ Source	Formula	Estimated Property Tax Revenues (2020$)					
			2025	2030	2035	2040	2050	Buildout (2060)
Assessed Value of New Development	Table D-2							
Assessed Value of New Development in Current City Limits		*a*	$1,155,739,800	$2,208,724,755	$2,602,589,505	$2,860,955,705	$3,773,498,205	$4,572,023,205
Assessed Value of New Development in Annexation Area		*b*	$6,863,250	$41,179,500	$68,632,500	$68,632,500	$68,632,500	$68,632,500
Total Assessed Value		***c = a + b***	**$1,162,603,050**	**$2,249,904,255**	**$2,671,222,005**	**$2,929,588,205**	**$3,842,130,705**	**$4,640,655,705**
Property Tax Revenue (1% of Assessed Value)	1.0000%							
Property Tax Revenue in Current City Limits		*d = a * 1.00%*	$11,557,398	$22,087,248	$26,025,895	$28,609,557	$37,734,982	$45,720,232
Property Tax Revenue in Annexation Area		*e = b * 1.00%*	$68,633	$411,795	$686,325	$686,325	$686,325	$686,325
Total Property Tax Revenue		***f = d + e***	**$11,626,031**	**$22,499,043**	**$26,712,220**	**$29,295,882**	**$38,421,307**	**$46,406,557**
Estimated Property Tax Allocation								
Estimated Property Tax Allocation in Current City Limits [1]								
City of Lathrop General Fund	11.2295%	*g = d * 11.23%*	$1,297,838	$2,480,288	$2,922,578	$3,212,711	$4,237,450	$5,134,154
Other Agencies/ERAF	88.7705%	*h = d * 88.77%*	$10,259,560	$19,606,960	$23,103,317	$25,396,847	$33,497,532	$40,586,078
Property Tax Allocation in Annexation Area [2]								
City of Lathrop General Fund	6.9381%	*i = e * 6.94%*	$4,762	$28,571	$47,618	$47,618	$47,618	$47,618
Other Agencies/ERAF	93.0619%	*j = e * 93.06%*	$63,871	$383,224	$638,707	$638,707	$638,707	$638,707
Total City of Lathrop General Fund Property Tax		***k = g + i***	**$1,302,600**	**$2,508,859**	**$2,970,196**	**$3,260,329**	**$4,285,068**	**$5,181,772**
EIFD Allocation - Maximum Tax Rate								
EIFD Allocation Percentage [3]		*l*	10.0%	20.0%	20.0%	20.0%	20.0%	20.0%
EIFD Allocation		*m = k * l*	$130,260	$501,772	$594,039	$652,066	$857,014	$1,036,354
Net City General Fund Property Tax		***n - k - m***	**$1,172,340**	**$2,007,087**	**$2,376,157**	**$2,608,263**	**$3,428,055**	**$4,145,418**
EIFD Allocation - Variable Tax Rate								
EIFD Allocation Percentage [3]		*l*	10.0%	13.0%	9.5%	9.5%	4.5%	4.5%
EIFD Allocation		*m = k * l*	$130,260	$326,152	$282,169	$309,731	$192,828	$233,180
Net City General Fund Property Tax		***n - k - m***	**$1,172,340**	**$2,182,707**	**$2,688,028**	**$2,950,598**	**$4,092,240**	**$4,948,592**

Attachment F: Lathrop Fiscal Impact Analysis

Table B-3
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Lathrop
Estimated Annual Property Tax Revenues (2020$)

City of Lathrop

Item	Assumption/ Source	Formula	Estimated Property Tax Revenues (2020$) 2025	2030	2035	2040	2050	Buildout (2060)
Property Tax In-Lieu of Motor Vehicle In-Lieu Fee Revenue (VLF)								
Total Citywide Assessed Value [4]		*l*	$4,435,798,404	$4,435,798,404	$4,435,798,404	$4,435,798,404	$4,435,798,404	$4,435,798,404
Total Assessed Value of Project		*m*	$1,162,603,050	$2,249,904,255	$2,671,222,005	$2,929,588,205	$3,842,130,705	$4,640,655,705
Total Assessed Value		*n = l + m*	**$5,598,401,454**	**$6,685,702,659**	**$7,107,020,409**	**$7,365,386,609**	**$8,277,929,109**	**$9,076,454,109**
Percent Change in AV		*o = m / l*	26.21%	50.72%	60.22%	66.04%	86.62%	104.62%
Property Tax In-Lieu of VLF [5]	**$2,000,000**	***p = o * $2,000,000***	**$524,191**	**$1,014,430**	**$1,204,393**	**$1,320,884**	**$1,732,329**	**$2,092,365**

prop tax

Source: City of Lathrop; San Joaquin County Auditor-Controller; EPS.

[1] Reflects the average property tax allocation to the City General Fund for all TRAs within the 200-year flood plain that are within the boundaries of the City of Lathrop. TRAs include: 007-000, 007-007, 007-008, 007-012, 007-013, 007-014, 007-022, 007-029, 007-041, 007-043, 007-046, 007-047, 007-048, 007-049, 007-071, 007-074, 007-091, 007-092, 007-093, and 007-095.
[2] Refer to Table D-1 for details.
[3] EIFD allocation percentage represents the portion of property tax revenues to be diverted to the EIFD. Alocation percentages are negotiated allocation amounts based on discussions between the County, the Cities of Lathrop, Stockton, and Manteca, and Project Consultants. Reflects the Initial Base Rate for the period ending 2029 and the Maximum Tax Allocation Rate for 2030 and beyond.
[4] Reflects Assessed Valuation for FY 2020-21. Includes Citywide secured, unsecured, homeowner exemption, and public utility roll.
[5] Property tax in-lieu of VLF amount derived from the City of Lathrop FY 2020-21 Annual Budget. Refer to Table B-1 for details.

Table B-4
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Lathrop
Real Property Transfer Tax (2020$)

City of Lathrop

Item	Assumption/ Source	Estimated Annual Property Transfer Tax Revenue (2020$) 2025	2030	2035	2040	2050	Buildout (2060)
Rate per $1,000 of AV	$0.55						
Project Assessed Value	Table D-2						
Owner-Occupied Residential		$368,287,500	$420,787,500	$460,687,500	$549,412,500	$1,436,662,500	$2,235,187,500
Renter-Occupied Residential		$82,400,000	$120,600,000	$132,200,000	$132,200,000	$132,200,000	$132,200,000
Nonresidential		$711,915,550	$1,708,516,755	$2,078,334,505	$2,247,975,705	$2,273,268,205	$2,273,268,205
Total Assessed Value		**$1,162,603,050**	**$2,249,904,255**	**$2,671,222,005**	**$2,929,588,205**	**$3,842,130,705**	**$4,640,655,705**
Turnover Rate							
Owner-Occupied Residential	14.30%						
Renter-Occupied Residential	6.70%						
Nonresidential	5.00%						
Annual Transfer Tax Revenue [1]							
Owner-Occupied Residential		$28,966	$33,095	$36,233	$43,211	$112,994	$175,797
Renter-Occupied Residential		$3,036	$4,444	$4,872	$4,872	$4,872	$4,872
Nonresidential		$19,578	$46,984	$57,154	$61,819	$62,515	$62,515
Total Annual Transfer Tax Revenue		**$51,580**	**$84,523**	**$98,259**	**$109,902**	**$180,380**	**$243,184**

transfer

Source: San Joaquin County Auditor Assessor; City of Lathrop; EPS.

[1] Formula for Transfer Tax = Assessed Value/$1,000 * Rate per $1,000 of Assessed Value * Turnover rate.

Attachment F: Lathrop Fiscal Impact Analysis

Table B-5
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Lathrop
Estimated Annual Taxable Sales and Use Tax Revenue (2020$)

City of Lathrop

Item	Formula	Source/ Assumptions	Annual Sales Tax Revenue					
			2025	2030	2035	2040	2050	Buildout (2060)
Estimated Annual Taxable Sales								
Annual Taxable Sales from Market Support (Residents and Employees)	*a*		$23,862,923	$35,879,306	$40,846,091	$45,671,517	$78,967,069	$108,705,661
Annual Taxable Sales from Onsite Commercial Uses	*b*		$193,525,754	$501,119,932	$610,149,049	$674,720,431	$674,646,037	$661,263,670
Annual Taxable Sales from New Development	*c = a + b*		**$217,388,677**	**$536,999,238**	**$650,995,140**	**$720,391,948**	**$753,613,106**	**$769,969,332**
Annual Sales Tax Revenue [1]								
Bradley Burns Local Sales Tax Revenue	*d = c * 1.0000%*	1.0000%	$2,173,887	$5,369,992	$6,509,951	$7,203,919	$7,536,131	$7,699,693
City of Lathrop Prop 172 Public Safety Sales Tax Revenue [2]	*f = d * 0.0000%*	0.0000%	-	-	-	-	-	-

sales

Source: City of Lathrop; California State Board of Equalization; EPS.

[1] This analysis excludes Measure C sales tax revenues. Approved by voters in November 2012, Measure C enacts a permanent one percent "general purpose tax" rate to generate revenue that may be used by the City to pay for general City operations and programs, including public safety provided by the City or through contract with entities such as the County Sheriff Department and Lathrop Manteca Fire District.
[2] Cities that did not receive property tax or incorporate by 1980 are ineligible for Proposition 172 revenues. The City of Lathrop incorporated in 1989 and is therefore ineligible to receive Proposition 172 revenue.

Table B-5A
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Lathrop
Estimated Annual Taxable Sales from Proposed Development, Market Support Method (2020$)

City of Lathrop

Annual Taxable Sales from Market Support	Assumption	Estimated Annual Taxable Sales (2020$) 2025	2030	2035	2040	2050	Buildout (2060)
Annual Taxable Sales from New Residents							
Residential Development	Table A-3			*Occupied Dwelling Units*			
Owner-Occupied Residential		659	753	825	984	2,572	4,002
Renter-Occupied Residential		387	567	621	621	621	621
Total Residential Development		**1,047**	**1,320**	**1,446**	**1,605**	**3,194**	**4,623**
Taxable Retail Expenditures	*per Household [1]*			*Taxable Retail Expenditures*			
Low Density Residential	$26,000	$17,144,660	$19,588,660	$21,446,100	$25,576,460	$66,880,060	$104,053,300
High Density Residential	$15,000	$5,809,200	$8,502,300	$9,320,100	$9,320,100	$9,320,100	$9,320,100
Total Taxable Retail Expenditures		**$22,953,860**	**$28,090,960**	**$30,766,200**	**$34,896,560**	**$76,200,160**	**$113,373,400**
Estimated Citywide Capture from New Households [2]	**80%**	**$18,363,088**	**$22,472,768**	**$24,612,960**	**$27,917,248**	**$60,960,128**	**$90,698,720**
Estimated Taxable Sales inside Project Area	50%	$9,181,544	$11,236,384	$12,306,480	$13,958,624	$30,480,064	$45,349,360
Estimated Taxable Sales outside Project Area	50%	$9,181,544	$11,236,384	$12,306,480	$13,958,624	$30,480,064	$45,349,360
Annual Taxable Sales from New Employment							
Taxable Sales from New Employment							
Employees	Table A-4	5,092	12,413	15,031	16,439	16,673	16,673
Average Daily Taxable Sales per New Employee	$10.00						
Work Days per Year	240						
Taxable Sales from New Employees [3]	50%						
Total Taxable Sales from New Employees		**$6,110,928**	**$14,896,153**	**$18,036,812**	**$19,726,966**	**$20,007,712**	**$20,007,712**
Estimated Citywide Capture from New Employees [2]	**90%**	**$5,499,835**	**$13,406,538**	**$16,233,131**	**$17,754,269**	**$18,006,941**	**$18,006,941**
Estimated Taxable Sales inside Project Area	70%	$3,849,884	$9,384,576	$11,363,191	$12,427,988	$12,604,859	$12,604,859
Estimated Taxable Sales outside Project Area	30%	$1,649,950	$4,021,961	$4,869,939	$5,326,281	$5,402,082	$5,402,082
Total Annual Taxable Sales from Market Support		**$23,862,923**	**$35,879,306**	**$40,846,091**	**$45,671,517**	**$78,967,069**	**$108,705,661**
Taxable City Sales inside Project Area		$13,031,428	$20,620,960	$23,669,671	$26,386,612	$43,084,923	$57,954,219
Taxable City Sales outside Project Area		$10,831,494	$15,258,345	$17,176,419	$19,284,905	$35,882,146	$50,751,442

sales a

Source: Costar; Gregory Group; Bureau of Labor Statistics; City of Lathrop; EPS.

[1] For details pertaining to household taxable expenditure assumptions, refer to Table D-3.
[2] Represents the portion of household and employee retail expenditures estimated to take place within the City of Lathrop.
[3] Taxable sales from employees discounted by 50 percent to account for employees who are also residents.

Table B-5B
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Lathrop
Estimated Annual Taxable Sales from Onsite Nonresidential (2020$)

City of Lathrop

Item	Annual Taxable Sales per Sq. Ft. [1]	Estimated Annual Taxable Sales (2020$) 2025	2030	2035	2040	2050	Buildout (2060)
Taxable Sales from Commercial Development							
Taxable Sales Generating Occupied Commercial Development Square Feet				*Occupied Building Square Feet*			
Retail Commercial		874,076	2,226,500	2,702,398	3,001,856	3,058,006	3,058,006
Total		**874,076**	**2,226,500**	**2,702,398**	**3,001,856**	**3,058,006**	**3,058,006**
Annual Taxable Sales from Onsite Commercial Development				*Total Taxable Sales*			
Retail Commercial	$240	$209,778,278	$534,359,905	$648,575,575	$720,445,500	$733,921,344	$733,921,344
Total		**$209,778,278**	**$534,359,905**	**$648,575,575**	**$720,445,500**	**$733,921,344**	**$733,921,344**
Less Total Annual Taxable Sales from Market Support (within the Project) [2]		$13,031,428	$20,620,960	$23,669,671	$26,386,612	$43,084,923	$57,954,219
Annual Sales Less Market Support		**$196,746,850**	**$513,738,945**	**$624,905,904**	**$694,058,888**	**$690,836,421**	**$675,967,125**
	Shift from Existing Retail						
Less Shift of Sales from Existing Retail to the Project [3]	10%	$20,977,828	$53,435,991	$64,857,558	$72,044,550	$69,083,642	$67,596,713
Total Taxable Sales from Retail Commercial Uses		**$175,769,022**	**$460,302,954**	**$560,048,346**	**$622,014,338**	**$621,752,779**	**$608,370,413**
Occupied Nonretail Commercial Uses				*Occupied Building Square Feet*			
Office Commercial		565,788	1,382,757	1,632,305	1,831,944	1,869,377	1,869,377
Industrial		2,985,558	6,780,639	8,387,835	8,709,275	8,709,275	8,709,275
Total		**3,551,346**	**8,163,396**	**10,020,141**	**10,541,219**	**10,578,652**	**10,578,652**
Total Taxable Sales from Nonretail Commercial Uses				*Total Taxable Sales*			
Office Commercial	$5	$2,828,940	$6,913,785	$8,161,527	$9,159,720	$9,346,885	$9,346,885
Industrial	$5	$14,927,791	$33,903,193	$41,939,176	$43,546,373	$43,546,373	$43,546,373
Total		**$17,756,732**	**$40,816,978**	**$50,100,703**	**$52,706,093**	**$52,893,258**	**$52,893,258**
Total Taxable Sales from Nonretail Commercial Development		**$17,756,732**	**$40,816,978**	**$50,100,703**	**$52,706,093**	**$52,893,258**	**$52,893,258**
Total Nonresidential Taxable Sales		**$193,525,754**	**$501,119,932**	**$610,149,049**	**$674,720,431**	**$674,646,037**	**$661,263,670**

sales b

Source: U.S. Department of Labor Bureau of Labor Statistics; Urban Land Institute; EPS.

[1] Commercial taxable sales assumptions based on an analysis of data from ULI's Dollars & Cents of Shopping Centers: 2008 and escalated to current dollars. Industrial taxable sales per square foot based on research of industrial development, this analysis includes a conservative taxable sales per square foot assumption representing onsite business-to-business sales activity.

[2] Estimated in Table B-5A.

[3] Represents a discount factor to account for taxable sales transactions that may shift from the City's existing retail centers to those included in the Project. Applied only to Retail uses within the Project.

APPENDIX C:

General Fund Expenditure Analysis

Table C-1 Expenditure-Estimating Procedures Based on City of Lathrop FY 2020-21 Budget F-16

Table C-2 Estimated Annual General Fund Expenditures F-17

Table C-3 Estimated Annual Police Expenditures F-18

Table C-1
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Lathrop
Expenditure-Estimating Procedures Based on City of Lathrop FY 2020-21 Budget (2020$)

City of Lathrop

Item	Estimating Procedure	FY 2020-21 Budgeted Expenditures [1]	Less Offsetting Revenue	FY 2020-21 Net City Expenditures	Population or Persons Served	FY 2020-21 Avg. Cost	Adjustment Factor [2]	Net FY 2020-21 Avg. Cost
General Fund [3]								
General Government	Persons Served	$2,153,257	($39,000)	$2,114,257	31,933	$66.21	100%	$66.21
Human Resources	Persons Served	$370,064	-	$370,064	31,933	$11.59	100%	$11.59
Central Services	Persons Served	$984,529	-	$984,529	31,933	$30.83	100%	$30.83
Finance and Information Technology	Persons Served	$3,548,550	($35,100)	$3,513,450	31,933	$110.03	100%	$110.03
Animal Services	Persons Served	$376,487	($1,500)	$374,987	31,933	$11.74	100%	$11.74
Community Development	Persons Served	$2,433,677	($59,000)	$2,374,677	31,933	$74.36	100%	$74.36
Parks and Recreation	Per Capita	$2,352,679	($285,300)	$2,067,379	26,833	$77.05	100%	$77.05
Police Services (Non-Contract) [4]	Per Capita	$1,284,634	($22,289)	$1,262,345	26,833	$47.04	100%	$47.04
Police Services (Contract) [4]	Case Study	$9,436,505	-	$9,436,505	NA	NA	100%	NA
Public Works	Persons Served							
City Hall [5]	Persons Served	$495,704	($6,066)	$489,638	31,933	$15.33	100%	$15.33
Administration [5] [6]	Persons Served	$1,329,646	($6,066)	$1,323,580	31,933	$41.45	100%	$41.45
Utility Engineering [5]	Persons Served	$246,545	($6,066)	$240,479	31,933	$7.53	100%	$7.53
Building Maintenance [5]	Persons Served	$395,882	($6,066)	$389,816	31,933	$12.21	100%	$12.21
Code Compliance [6]	Persons Served	$0	($6,000)	($6,000)	31,933	$0.00	100%	$0.00
Total Public Works		**$2,467,777**	**($30,264)**	**$2,437,513**		**$76.52**		**$76.52**
Other [6]	[7]	$1,000,000	-	$1,000,000	NA	-	-	-
Subtotal Annual General Fund Expenditures		**$26,408,159**	**($472,453)**	**$25,935,706**				
Transfer Out	[7]	$217,921	-	$217,921	NA	-	-	-
Total Annual General Fund Expenditures		**$26,626,080**	**($472,453)**	**$26,153,627**				

exp

Source: City of Lathrop FY 2019-21 Adopted Budget and Budget Amendments (Dated March 4, 2021); EPS.

[1] Based on amended Fiscal Year 2020-21 Budgeted General Fund expenditures as provided by City staff, current as of March 4, 2021.

[2] An adjustment factor may be used to reflect the fact that new employees may not increase certain General Fund department expenditures at a 1:1 ratio. This analysis does not assume an adjustment at this time.

[3] With the exception of Police expenditures, this analysis estimates impacts of proposed development on City General Fund expenditures only. Fire services are provided to the City by the Lathrop Manteca Fire District and are excluded from this analysis.

[4] Police costs include expenditures allocated to the General Fund, COPS, Mossdale, and Measure C.

[5] Offsetting Revenues for Public Works categories of City Hall, Administration, Utility Engineering, and Building Maintenance totals $24,264 as provided by City Staff. As the allocation of these revenues is not available at this time, it is assumed that the revenue is divided evenly between these four categories.

[6] Amended Fiscal Year 2020-21 Public Works Administration expenditures include Code Compliance

[6] Includes capital replacement and pension stability.

[7] This expenditure category is not expected to be affected by the project and not evaluated as part of this analysis.

Table C-2
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Lathrop
Estimated Annual General Fund Expenditures (2020$)

City of Lathrop

Expenditure Category	Estimated Annual Expenditure [1]					
	2025	2030	2035	2040	2050	Buildout (2060)
General Fund						
General Government	$376,761	$669,377	$780,652	$861,988	$1,216,826	$1,529,210
Human Resources	$65,946	$117,163	$136,640	$150,876	$212,984	$267,662
Central Services	$175,443	$311,703	$363,520	$401,395	$566,630	$712,095
Finance and Information Technology	$626,098	$1,112,363	$1,297,279	$1,432,442	$2,022,109	$2,541,226
Animal Services	$66,823	$118,721	$138,457	$152,883	$215,818	$271,222
Community Development	$423,168	$751,826	$876,807	$968,162	$1,366,707	$1,717,568
Culture and Recreation	$242,253	$300,734	$329,400	$369,790	$773,695	$1,137,210
Police Services (Non-Contract)	$147,920	$183,629	$201,132	$225,794	$472,420	$694,382
Police Services (Contract)	$1,532,158	$1,902,039	$2,083,325	$2,339,172	$4,893,743	$7,192,954
Public Works	$435,435	$773,620	$902,224	$996,226	$1,406,324	$1,767,356
Total Annual General Fund Expenditures	**$4,092,005**	**$6,241,176**	**$7,109,435**	**$7,898,728**	**$13,147,256**	**$17,830,887**

exp est

Source: City of Lathrop FY 2020-21 Adopted Budget; EPS.

[1] Annual expenditure estimated on a per persons served or per capita basis. Refer to Table C-1 for estimating procedure and Table A-5 for population and employment estimates.

Table C-3
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Lathrop
Estimated Annual Police Expenditures (2020$)

City of Lathrop

Expenditure Category	Assumption / Source	Estimated Annual Police Expenditure					
		2025	2030	2035	2040	2050	Buildout (2060)
Estimated Project Residents	Table A-4	3,144	3,903	4,275	4,800	10,042	14,760
Estimated Annual Police Staffing Required for Development							
Officers Required per 1,000 Residents [1]	1.5 Officers						
Officers Required to Serve Project Development		**5**	**6**	**6**	**7**	**15**	**22**
Estimated Annual Police Expenditures							
Annual Operating Expenditures per Officer [2]	$324,885						
Estimated Annual Police Expenditures		**$1,532,158**	**$1,902,039**	**$2,083,325**	**$2,339,172**	**$4,893,743**	**$7,192,954**

police

Source: City of Lathrop FY 2020-21 Adopted Budget; EPS.

[1] Based on information provided by the City, Citywide level of service standard for police services is 1.5 officers per 1,000 residents.
[2] Based on information provided by the City, current as of June 2020.

APPENDIX D:

Supporting Tables for Revenue and Expenditure Analysis

Table D-1 Preliminary Property Tax Allocations for Annexation Area F-19

Table D-2 Cumulative Assessed Valuation F-20

Table D-3 Estimated Average Annual Household Income F-21

Table D-4 Total and Taxable Retail Sales per Square Feet.....F-22

Attachment F: Lathrop Fiscal Impact Analysis

Table D-1
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Lathrop
Preliminary Property Tax Allocations for Annexation Area

City of Lathrop

Tax Code	Entity	Existing Tax Rate Area (TRA) Post-ERAF Distribution [1]: 102-100	102-121	Adjusted Existing Base Revenue [1] 102-100	102-121	Property Tax Sharing Agreement [2]	Post Annexation Average Base Revenue	Post Annexation Average Post-ERAF Distribution
Formula		*a*	*b*	*c*	*d*	*e*	*f = e * ($20,642 + $39,050)*	*g = f / $172,070*
Subject to Detachment								
10001	County General Fund	19.80000%	22.38190%	$12,654	$24,209	80%	$47,754	27.75259%
10527	Road District #5	3.87760%	4.26700%	$2,478	$4,615	-	-	0.00000%
14901	Lathrop-Manteca Fire District (LMFD)	8.62190%	0.00000%	$5,510	$0	-	-	0.00000%
14401	French Camp McKinley Rural Fire	0.00000%	9.45470%	$0	$10,226	-	-	0.00000%
40600	City of Lathrop	0.00000%	0.00000%	-	-	20%	$11,938	6.93815%
	Subtotal	**32.29950%**	**36.10360%**	**$20,642**	**$39,050**	**100%**	**$59,692**	**27.75259%**
Not Subject to Detachment								
10618	County Library	1.59760%	1.80310%	$1,021	$1,950	-	$2,971	1.72677%
12601	Manteca Unified School District	26.25470%	29.62960%	$16,779	$32,048	-	$48,827	28.37611%
13001	San Joaquin Delta Community College	3.55440%	4.01150%	$2,272	$4,339	-	$6,610	3.84172%
13201	San Joaquin County Office of Education	1.26400%	1.38930%	$808	$1,503	-	$2,310	1.34276%
16001	San Joaquin Flood Control	0.15580%	0.17590%	$100	$190	-	$290	0.16844%
21901	Mosquito Abatement	0.69960%	0.78940%	$447	$854	-	$1,301	0.75605%
22001	Reclamation District #17	0.00000%	0.00000%	$0	$0	-	$0	0.00000%
24601	South San Joaquin Irrigation	5.27940%	0.00000%	$3,374	$0	-	$3,374	1.96082%
25301	CSA No. 4 Lathrop	1.54290%	0.00000%	$986	$0	-	$986	0.57305%
41100	Education Revenue Augmentation Fund (ERAF)	27.35210%	26.09760%	$17,480	$28,227	-	$45,708	26.56353%
	Subtotal	**67.70050%**	**63.89640%**	**$43,267**	**$69,111**	**0%**	**$112,378**	**65.30926%**
Total		**100.00000%**	**100.00000%**	**$63,909**	**$108,161**	**100%**	**$172,070**	**100.00000%**

TRA

Source: San Joaquin County Auditor-Controller; EPS.

[1] Provided by the San Joaquin County Auditor-Controller.
[2] Based on the most recent tax-sharing agreement between San Joaquin County and the City of Lathrop dated November 2012 related to annexed areas to the City.

Attachment F: Lathrop Fiscal Impact Analysis

Table D-2
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Lathrop
Cumulative Assessed Valuation (2020$)

City of Lathrop

Item	Rounded Value per Unit/Sq. Ft. [1]	Total Assessed Value (2020$) 2025	2030	2035	2040	2050	Buildout (2060)
Development Projections in Current City Limits							
Residential Land Uses	*per Unit*						
Low Density Residential	$525,000	$368,287,500	$420,787,500	$460,687,500	$549,412,500	$1,436,662,500	$2,235,187,500
High Density Residential	$200,000	$82,400,000	$120,600,000	$132,200,000	$132,200,000	$132,200,000	$132,200,000
Subtotal Residential		**$450,687,500**	**$541,387,500**	**$592,887,500**	**$681,612,500**	**$1,568,862,500**	**$2,367,387,500**
Nonresidential Land Uses	*per Sq. Ft.*						
Retail Commercial	$250	$229,373,550	$560,577,150	$661,745,400	$742,680,000	$757,855,500	$757,855,500
Office Commercial	$250	$152,915,700	$373,718,100	$441,163,600	$495,120,000	$505,237,000	$505,237,000.00
Industrial	$100	$322,763,050	$733,042,005	$906,793,005	$941,543,205	$941,543,205	$941,543,205
Subtotal Nonresidential		**$705,052,300**	**$1,667,337,255**	**$2,009,702,005**	**$2,179,343,205**	**$2,204,635,705**	**$2,204,635,705**
Total All Land Uses		**$1,155,739,800**	**$2,208,724,755**	**$2,602,589,505**	**$2,860,955,705**	**$3,773,498,205**	**$4,572,023,205**
Development Projections in Annexation Area							
Nonresidential Land Uses	*per Sq. Ft.*						
Retail Commercial	$250	$6,863,250	$41,179,500	$68,632,500	$68,632,500	$68,632,500	$68,632,500
Subtotal Nonresidential		**$6,863,250**	**$41,179,500**	**$68,632,500**	**$68,632,500**	**$68,632,500**	**$68,632,500**
Total All Land Uses		**$6,863,250**	**$41,179,500**	**$68,632,500**	**$68,632,500**	**$68,632,500**	**$68,632,500**
Total City of Lathrop Development Projections							
Residential Land Uses	*per Unit*						
Low Density Residential	$525,000	$368,287,500	$420,787,500	$460,687,500	$549,412,500	$1,436,662,500	$2,235,187,500
High Density Residential	$200,000	$82,400,000	$120,600,000	$132,200,000	$132,200,000	$132,200,000	$132,200,000
Subtotal Residential		**$82,400,000**	**$120,600,000**	**$132,200,000**	**$132,200,000**	**$132,200,000**	**$132,200,000**
Nonresidential Land Uses	*per Sq. Ft.*						
Retail Commercial	$250	$236,236,800	$601,756,650	$730,377,900	$811,312,500	$826,488,000	$826,488,000
Office Commercial	$250	$152,915,700	$373,718,100	$441,163,600	$495,120,000	$505,237,000	$505,237,000
Industrial	$100	$322,763,050	$733,042,005	$906,793,005	$941,543,205	$941,543,205	$941,543,205
Subtotal Nonresidential		**$711,915,550**	**$1,708,516,755**	**$2,078,334,505**	**$2,247,975,705**	**$2,273,268,205**	**$2,273,268,205**
Total All Land Uses		**$1,162,603,050**	**$2,249,904,255**	**$2,671,222,005**	**$2,929,588,205**	**$3,842,130,705**	**$4,640,655,705**

AV

Source: Costar; CBRE; The Gregory Group; EPS.

[1] Refer to Table A-5 for details.

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Table D-3
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Lathrop
Estimated Average Annual Household Income (2020$)

City of Lathrop

Residential Land Use	Estimated Home Value [1]	Total Annual Mortgage or Rent [2]	Estimated Household Income [3]	Taxable Expenditures as a Percent of Income [4]	Annual Taxable Expenditures per Household (Rounded)
Owner-Occupied Residential					
Low Density Residential	$525,000	$39,356	$112,000	23%	$26,000
Renter-Occupied Residential					
High Density Residential	$200,000	$18,000	$51,000	30%	$15,000

income

Source: Costar; The Gregory Group; Bureau of Labor Statistics; EPS.

[1] See Table A-5 for detail on estimated values for owner-occupied units.

[2] Based on a 5%, 30-year fixed-rate mortgage with a 20% down payment, $150 monthly Homeowner's association dues and 2% annual taxes and insurance.
High density residential based on an average monthly rent assumption of $1,500 based on data on similar multifamily residential obtained from Costar and an average size of 1,000 square feet.

[3] Assumes 35% of income dedicated to housing costs (mortgage, taxes, insurance, and HOA dues) or rent payments. Rounded to the nearest $1,000.

[4] Based on household expenditures data from the Bureau of Labor Statistics, 2018 Consumer Expenditure Survey.

Table D-4
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Lathrop
Total and Taxable Retail Sales per Square Feet (2020$)

Item	Original Data [see Note]	Escalated Data (2020$) [1]	Total Retail Sales per Square Foot: Total Retail Sales by Shopping Center Type: Neighborhood % [2]	Neighborhood No.	Community % [2]	Community No.	Regional % [2]	Regional No.
Total Retail Sales per Square Foot								
Motor Vehicle and Parts Dealers [3]	$250	$279	3%	$8	2%	$6	1%	$3
Home Furnishings and Appliance Stores	$525	$586	0%	$0	7%	$41	10%	$59
Bldg. Matrl. and Garden Equip. and Supplies	$356	$398	0%	$0	15%	$60	1%	$4
Food and Beverage Stores [4]	-	$578	55%	$318	24%	$139	3%	$17
Gasoline Stations [5]	$1,321	$1,664	1%	$17	2%	$33	1%	$17
Clothing and Clothing Accessories Stores	$370	$413	2%	$8	5%	$21	20%	$83
General Merchandise Stores	$360	$402	5%	$20	20%	$80	20%	$80
Food Services and Drinking Places	$492	$550	8%	$44	10%	$55	20%	$110
Other Retail	$209	$234	12%	$28	7%	$16	18%	$42
Nonretail [6]	NA	$0	14%	$0	8%	$0	6%	$0
Total			**100%**	**$440**	**100%**	**$450**	**100%**	**$410**
Taxable Retail Sales per Square Foot by Retail Center Type								
Percent Taxable by Shopping Center Type [7]				44%		54%		98%
Taxable Sales per Square Foot (Rounded)				**$190**		**$240**		**$400**

retail sales

Note: Original data is based on an average of multiple sources and is presented in 2016$ unless noted otherwise in footnotes.

Source: BizMiner 2016; ULI Dollars & Cents 2008; State of California Board of Equalization (BOE) Publication 61; Bureau of Labor Statistics, "CPI-All Urban Consumers (Current Series) - West Urban"; RetailSails http://retailsails.files.wordpress.com/2011/09/rs_spsf.pdf; eMarketer pulled February 2019; respective annual 10-K reports; EPS.

[1] Sales adjusted to year-end 2020 based on the Consumer Price Index, All items in West urban, all urban consumers, not seasonally adjusted:

Year	CPI	Adjustment to 2020$
2008	219.65	25.9%
2016	247.71	11.7%
2018	263.26	5.1%
2019	270.35	2.3%
2020	276.59	0.0%

[2] Reflects percentage of total square footage by retail category by retail center type, estimated based on ULI's Dollars & Cents 2008.
[3] Reflects motor vehicle parts only; excludes taxable sales per square foot for dealerships.
[4] Sales per square foot for Food and Beverage stores estimated based on the averages from BizMiner, RetailSales, eMarketer, and annual 10-K reports, escalated to 2020$.
[5] Estimated using ULI's Dollars & Cents, 2008, escalated to 2020$.
[6] Included to account for non-taxable retail space occupants, such as services.
[7] Based on BOE Publication 61, March 2018.

ATTACHMENT G:

Manteca Fiscal Impact Analysis

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Table 2 Estimated Annual Revenues and Expenditures G-2

ATTACHMENT A

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Table 1
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Manteca
Summary of Annual Surplus/Deficits (2020$)

City of Manteca

Item	Estimated Annual Revenues/Expenditures (Rounded)					
	2025 [1]	2030	2035	2040	2050	Buildout (2060)
Annual Fiscal Impact Summary						
Prior to EIFD Allocation						
Annual General Fund Revenues	$4,922,000	$10,196,000	$15,653,000	$17,714,000	$18,846,000	$19,403,000
Annual General Fund Expenditures	$5,884,000	$8,951,000	$12,428,000	$13,793,000	$14,069,000	$14,204,000
Net General Fund Surplus/(Deficit)	**($962,000)**	**$1,245,000**	**$3,225,000**	**$3,921,000**	**$4,777,000**	**$5,199,000**
Net of EIFD Allocation - Maximum Tax Rate						
EIFD Contribution [2]	($88,900)	($666,300)	($943,000)	($1,044,100)	($1,079,900)	($1,097,400)
Net General Fund Surplus/(Deficit)	**($1,050,900)**	**$578,700**	**$2,282,000**	**$2,876,900**	**$3,697,100**	**$4,101,600**
Net of EIFD Allocation - Variable Tax Rate						
EIFD Contribution [2]	($88,900)	($433,100)	($447,900)	($496,000)	($243,000)	($246,900)
Net General Fund Surplus/(Deficit)	**($1,050,900)**	**$811,900**	**$2,777,100**	**$3,425,000**	**$4,534,000**	**$4,952,100**

sum

Source: EPS.

[1] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[2] EIFD Contribution represents the portion of City property tax revenues diverted to the EIFD. Refer to Table B-3 for details.

Attachment G: Manteca Fiscal Impact Analysis

Table 2
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Manteca
Estimated Annual Revenues and Expenditures (2020$)

City of Manteca

Item	Estimated Annual Revenues / Expenditures (Rounded)					
	2025 [1]	2030	2035	2040	2050	Buildout (2060)
Annual General Fund Revenues						
Property Taxes	$1,777,900	$3,331,400	$4,715,100	$5,220,700	$5,399,400	$5,487,100
Property Tax In-Lieu of Vehicle License Fees	$1,024,500	$1,956,100	$2,815,000	$3,137,400	$3,234,600	$3,282,300
Real Property Transfer Tax	$71,200	$144,000	$204,000	$225,300	$228,800	$230,500
Sales and Use Taxes	$1,621,400	$3,996,700	$6,814,500	$7,893,500	$8,702,000	$9,099,000
Public Safety Sales and Use Tax	$46,900	$115,600	$197,000	$228,200	$251,600	$263,100
Transient Occupancy Tax	$115,200	$197,600	$275,000	$305,700	$312,100	$315,300
Licenses and Permits	-	-	-	-	-	-
Business Licenses	$72,300	$124,100	$172,700	$191,900	$195,900	$197,900
Franchise Fees	$192,600	$330,600	$460,000	$511,200	$522,000	$527,300
Total General Fund Revenue	**$4,922,000**	**$10,196,100**	**$15,653,300**	**$17,713,900**	**$18,846,400**	**$19,402,500**
Annual General Fund Expenditures						
General Government						
Legislation and Policy	$170,100	$291,900	$406,200	$451,400	$460,900	$465,600
Legal Services	$99,800	$171,200	$238,200	$264,700	$270,300	$273,100
City Administration	$86,800	$149,000	$207,300	$230,400	$235,300	$237,600
Public Works Administration	$16,700	$28,700	$40,000	$44,400	$45,400	$45,800
Non Departmental	$995,200	$1,707,800	$2,376,400	$2,641,000	$2,696,700	$2,724,100
Human Resources	$178,200	$305,800	$425,600	$473,000	$482,900	$487,800
Fiscal and Revenue Management	$96,600	$165,700	$230,600	$256,300	$261,700	$264,400
Economic and Community Development	$79,300	$136,100	$189,400	$210,500	$215,000	$217,200
Fleet Maintenance	$48,800	$83,800	$116,600	$129,600	$132,400	$133,700
Subtotal General Government	**$1,771,500**	**$3,040,000**	**$4,230,300**	**$4,701,300**	**$4,800,600**	**$4,849,300**
Public Safety						
Police Protection	$2,015,500	$3,458,800	$4,812,900	$5,348,900	$5,461,700	$5,517,100
Animal Services	$21,400	$36,800	$51,200	$56,900	$58,100	$58,700
Fire Protection	$1,700,000	$1,692,300	$2,354,800	$2,617,000	$2,672,200	$2,699,300
Subtotal Public Safety	**$3,736,900**	**$5,187,900**	**$7,218,900**	**$8,022,800**	**$8,192,000**	**$8,275,100**
Parks, Recreation, and Community Services						
Parks Maintenance	$181,200	$368,100	$492,600	$534,200	$534,200	$534,200
Library	$8,200	$16,700	$22,400	$24,200	$24,200	$24,200
Recreational and Senior Services	$61,500	$125,000	$167,300	$181,400	$181,400	$181,400
Subtotal Parks, Recreation, and Community Svcs	**$250,900**	**$509,800**	**$682,300**	**$739,800**	**$739,800**	**$739,800**
Public Utilities						
Storm Drainage	$72,800	$124,900	$173,800	$193,100	$197,200	$199,200
Subtotal Public Utilities	**$72,800**	**$124,900**	**$173,800**	**$193,100**	**$197,200**	**$199,200**
Transportation						
Streets	$51,400	$88,200	$122,700	$136,400	$139,300	$140,700
Subtotal Transportation	**$51,400**	**$88,200**	**$122,700**	**$136,400**	**$139,300**	**$140,700**
Total General Fund Expenditures	**$5,883,500**	**$8,950,800**	**$12,428,000**	**$13,793,400**	**$14,068,900**	**$14,204,100**
EIFD Contribution [2]						
Maximum Tax Rate	($88,900)	($666,300)	($943,000)	($1,044,100)	($1,079,900)	($1,097,400)
Variable Tax Rate	($88,900)	($433,100)	($447,900)	($496,000)	($243,000)	($246,900)
Net General Fund Surplus/(Deficit)						
Prior to EIFD Allocation	**($961,500)**	**$1,245,300**	**$3,225,300**	**$3,920,500**	**$4,777,500**	**$5,198,400**
Net of EIFD Allocation - Maximum Tax	**($1,050,400)**	**$579,000**	**$2,282,300**	**$2,876,400**	**$3,697,600**	**$4,101,000**
Net of EIFD Allocation - Variable Tax	**($1,050,400)**	**$812,200**	**$2,777,400**	**$3,424,500**	**$4,534,500**	**$4,951,500**

detsum

Source: EPS.

[1] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[2] EIFD Contribution represents the portion of City property tax revenues diverted to the EIFD. Refer to Table B-2 for details.

APPENDICES:

Appendix A: General Assumptions

Appendix B: General Fund Revenue Analysis

Appendix C: General Fund Expenditure Analysis

Appendix D: Supporting Tables for Revenue and Expenditure Analysis

APPENDIX A:

General Assumptions

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Table A-1
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Manteca
General Assumptions

Item	City of Manteca Assumption
General Assumptions	
Fiscal Year of Budget Analysis [1]	FY 2020-21
Base Fiscal Year of Potential EIFD [2]	FY 2022-23
General Demographic Characteristics	
City of Manteca	
Population [3]	84,800
Employees [4]	21,000
City of Manteca Persons Served [5]	**95,300**

gen assumps

Source: California Department of Finance; EDD; U.S. Census LED; EPS.

[1] Reflects the City of Manteca Fiscal Year 2020-21 adopted budget. Revenues and expenditures are in 2020 dollars. This analysis does not reflect changes in values resulting from inflation or appreciation.

[2] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[3] Based on population estimates from the California Department of Finance (DOF) data for January 1, 2020.

[4] US Census Onthemap.ces.census.gov estimated a total of 18,767 jobs in Manteca, CA in 2018. California EDD reports an annual average growth rate of 0.95% since 2018 for the Stockton-Lodi MSA. EPS adjusted the 2018 employment figure to arrive at a 2020 employment estimate using this growth rate and further increased the total by 10% to account for self-employed workers. Estimate is rounded to the nearest hundred employees.

[5] Persons served is defined as total population plus half of total employees. Used to estimate specific revenues and expenditures that are assumed to be impacted by growth in resident and employment populations and to avoid double counting of employees who reside in the City.

Attachment G: Manteca Fiscal Impact Analysis

Table A-2
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Manteca
Cumulative Land Use Projections

City of Manteca

Land Use	Cumulative Dwelling Units/Square Footage											
	2025 [1]		2030		2035		2040		2050		Buildout (2060)	
	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.
Development Projections in Current City Limits [2]												
Residential Land Uses [4]												
Low Density Residential	1,057	-	2,180	-	3,171	-	3,559	-	3,559	-	3,559	-
High Density Residential	469	-	738	-	738	-	738	-	738	-	738	-
Subtotal Residential	**1,526**	-	**2,918**	-	**3,909**	-	**4,297**	-	**4,297**	-	**4,297**	-
Nonresidential Land Uses												
Retail Commercial [5]	-	622,825	-	1,704,068	-	2,777,102	-	3,119,274	-	3,519,274	-	3,715,722
Office Commercial [5]	-	155,706	-	426,017	-	694,276	-	779,819	-	879,819	-	928,931
Industrial	-	3,625,609	-	3,998,189	-	4,185,741	-	4,185,741	-	4,185,741	-	4,185,741
Subtotal Nonresidential	**-**	**4,404,141**	**-**	**6,128,274**	**-**	**7,657,119**	**-**	**8,084,834**	**-**	**8,584,834**	**-**	**8,830,394**
Total All Land Uses	**1,526**	**4,404,141**	**2,918**	**6,128,274**	**3,909**	**7,657,119**	**4,297**	**8,084,834**	**4,297**	**8,584,834**	**4,297**	**8,830,394**
Development Projections in Annexation Areas [3]												
Residential Land Uses [4]												
Low Density Residential	276	-	691	-	860	-	860	-	860	-	860	-
Subtotal Residential	**276**	-	**691**	-	**860**	-	**860**	-	**860**	-	**860**	-
Nonresidential Land Uses												
Retail Commercial [5]	-	-	-	-	-	229,500	-	382,500	-	382,500	-	382,500
Industrial	-	-	-	-	-	1,131,402	-	1,885,670	-	1,885,670	-	1,885,670
Subtotal Nonresidential	**-**	**-**	**-**	**-**	**-**	**1,360,902**	**-**	**2,268,170**	**-**	**2,268,170**	**-**	**2,268,170**
Total All Land Uses	**276**	**-**	**691**	**-**	**860**	**1,360,902**	**860**	**2,268,170**	**860**	**2,268,170**	**860**	**2,268,170**
Total City of Manteca Development Projections												
Residential Land Uses [4]												
Low Density Residential	1,333	-	2,871	-	4,031	-	4,419	-	4,419	-	4,419	-
High Density Residential	469	-	738	-	738	-	738	-	738	-	738	-
Subtotal Residential	**1,802**	-	**3,609**	-	**4,769**	-	**5,157**	-	**5,157**	-	**5,157**	-
Nonresidential Land Uses												
Retail Commercial [5]	-	622,825	-	1,704,068	-	3,006,602	-	3,501,774	-	3,901,774	-	4,098,222
Office Commercial [5]	-	155,706	-	426,017	-	694,276	-	779,819	-	879,819	-	928,931
Industrial	-	3,625,609	-	3,998,189	-	5,317,143	-	6,071,411	-	6,071,411	-	6,071,411
Subtotal Nonresidential	**-**	**4,404,141**	**-**	**6,128,274**	**-**	**9,018,021**	**-**	**10,353,004**	**-**	**10,853,004**	**-**	**11,098,564**
Total All Land Uses	**1,802**	**4,404,141**	**3,609**	**6,128,274**	**4,769**	**9,018,021**	**5,157**	**10,353,004**	**5,157**	**10,853,004**	**5,157**	**11,098,564**

lu

Source: City of Manteca; LWA; EPS.

[1] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[2] Development projections were provided by LWA and are based on land use data provided by the City as of February, 2020. Includes development projections in railroad Industrial Area, Center Point South, Telles and Willson, Villa Ticino West, Yosemite Greens, Kiper, Alma Apartments, Yosemite/Fishback, Family Entertainment Zone, Embarcadero, Airport/Daniels, Highway 120, Oakwood Trails, Denali, Sundance, The Trails of Manteca, Cerri, Terra Ranch, Wackerly, Lewis Estates, and Oleander.

[3] Includes development projections in the Manteca Annexation Area, and Oakwood Shores.

[4] For the purpose of this analysis, low density residential is considered to be owner-occupied and high density residential is assumed to be renter-occupied.

[5] Nonresidential commercial land use projections provided by the City reflect a general commercial land use designation. This analysis assumes general commercial will comprise both retail and office land uses. EPS determined a preliminary estimated allocation of retail and office space based on the existing proportion of retail and office space in the City, the City's current General Plan, and the proposed land use plans of anticipated development projects within the EIFD boundary.

Table A-3
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Manteca
Cumulative Occupied Dwelling Units and Building Square Footage

City of Manteca

Land Use	Vacancy Rate [1]	Occupied Dwelling Units/Building Square Feet					
		2025	2030	2035	2040	2050	Buildout (2060)
Development Projections in Current City Limits							
Residential Land Uses				*Occupied Dwelling Units*			
Low Density Residential	6.0%	994	2,049	2,981	3,346	3,346	3,346
High Density Residential	6.0%	441	694	694	694	694	694
Subtotal Residential Land Uses		**1,435**	**2,743**	**3,675**	**4,039**	**4,039**	**4,039**
Nonresidential Land Uses				*Building Square Feet*			
Retail Commercial	7.5%	576,113	1,576,263	2,568,820	2,885,329	3,255,329	3,437,043
Office Commercial	7.5%	144,028	394,066	642,205	721,332	813,832	859,261
Industrial	7.5%	3,353,689	3,698,325	3,871,811	3,871,811	3,871,811	3,871,811
Subtotal Nonresidential		**4,073,830**	**5,668,653**	**7,082,835**	**7,478,471**	**7,940,971**	**8,168,114**
Development Projections in Annexation Areas							
Residential Land Uses				*Occupied Dwelling Units*			
Low Density Residential	6.0%	259	649	808	808	808	808
Subtotal Residential Land Uses		**259**	**649**	**808**	**808**	**808**	**808**
Nonresidential Land Uses				*Building Square Feet*			
Retail Commercial	7.5%	-	-	212,288	353,813	353,813	353,813
Industrial	7.5%	-	-	1,046,547	1,744,245	1,744,245	1,744,245
Subtotal Nonresidential		**-**	**-**	**1,258,834**	**2,098,057**	**2,098,057**	**2,098,057**
Total City of Manteca Development Projections							
Residential Land Uses				*Occupied Dwelling Units*			
Low Density Residential	6.0%	1,253	2,699	3,789	4,154	4,154	4,154
High Density Residential	6.0%	441	694	694	694	694	694
Subtotal Residential Land Uses		**1,694**	**3,392**	**4,483**	**4,848**	**4,848**	**4,848**
Nonresidential Land Uses				*Building Square Feet*			
Retail Commercial	7.5%	576,113	1,576,263	2,781,107	3,239,141	3,609,141	3,790,855
Office Commercial	7.5%	144,028	394,066	642,205	721,332	813,832	859,261
Industrial	7.5%	3,353,689	3,698,325	4,918,358	5,616,055	5,616,055	5,616,055
Subtotal Nonresidential		**4,073,830**	**5,668,653**	**8,341,670**	**9,576,529**	**10,039,029**	**10,266,172**

occupied

Source: California Department of Finance; City of Manteca; Costar; LWA; EPS.

[1] For details pertaining to vacancy rate assumptions, refer to Table A-5.

Table A-4
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Manteca
Cumulative Estimated Population and Employees

City of Manteca

Land Use	Assumption [1]	Estimated Population/Employees 2025	2030	2035	2040	2050	Buildout (2060)
Project Residents							
Residential Land Uses	*PPH*						
Low Density Residential	3.30	4,135	8,906	12,504	13,708	13,708	13,708
High Density Residential	2.50	1,102	1,734	1,734	1,734	1,734	1,734
Subtotal Residential Land Uses		**5,237**	**10,640**	**14,238**	**15,442**	**15,442**	**15,442**
Total Resident Population		**5,237**	**10,640**	**14,238**	**15,442**	**15,442**	**15,442**
Project Employees							
Nonresidential Land Uses	*Sq. Ft. per Emp.*						
Retail Commercial	400	1,440	3,941	6,953	8,098	9,023	9,477
Office Commercial	400	360	985	1,606	1,803	2,035	2,148
Industrial	2,000	8,384	9,246	12,296	14,040	14,040	14,040
Subtotal Nonresidential		**10,185**	**14,172**	**20,854**	**23,941**	**25,098**	**25,665**
Total Employee Population		**10,185**	**14,172**	**20,854**	**23,941**	**25,098**	**25,665**
Project Persons Served		**10,329**	**17,726**	**24,666**	**27,413**	**27,991**	**28,275**

pop

Source: California Department of Finance; EPS.

[1] For persons per household and square feet per employee assumptions, refer to Table A-5.

Table A-5
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Manteca
Land Use Assumptions

City of Manteca

Land Use	Estimated Assessed Value [1]	Property Turnover Rate [2]	Vacancy Rate [3]	Persons per Household/ Sq. Ft. per Employee [4]
Residential Land Uses	*per Unit*			
Owner-Occupied Residential				
Low Density Residential	$500,000	14.3%	6.0%	3.30
Renter-Occupied Residential				
High Density Residential	$200,000	6.7%	6.0%	2.50
Nonresidential Land Uses	*per Sq. Ft.*			
Retail Commercial	$250	5.0%	7.5%	400
Office Commercial	$250	5.0%	7.5%	400
Industrial	$100	5.0%	7.5%	2,000

lu assum

Source: The Gregory Group; Costar; Colliers, International; CBRE; US Census; EPS.

[1] Residential assessed values are based on sales data of comparable products as obtained through The Gregory Group for the last 4 quarters (Q1 2020 through Q4 2020). Nonresidential values per square foot based on comparable transaction data for transactions made in San Joaquin County since 2005 obtained from Costar, data accessed on March 25, 2021. Commercial retail and office categories are a blended average of retail and commercial uses.

[2] Owner-occupied residential assumed to turn over once every 7 years and renter-occupied residential is assumed to turn over once every 15 years. Nonresidential uses are assumed to turn over once every 20 years.

[3] Residential vacancy rates obtained from the US Census American Community Survey, 2018 estimates, for San Joaquin County. Commercial and industrial vacancy rates based on Q3 2019 Costar and Q3 2019 Colliers International market reports for the Stockton/Modesto area.

[4] Persons per household figures obtained from the US Census American Community Survey, 2018 estimates. Square feet per employee values are based on empirical research for proposed land uses.

APPENDIX B:

General Fund Revenue Analysis

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Attachment G: Manteca Fiscal Impact Analysis

Table B-1
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Manteca
Revenue-Estimating Procedures Based on City of Manteca FY 2020-21 Budget (2020$)

City of Manteca

Item	Estimating Procedure	Case Study Reference	FY 2020-21 Budgeted General Fund Revenues [1]	Offsetting Revenues	FY 2020-21 Budgeted Net General Fund Revenues	Service Population [2]	Revenue Multiplier
General Fund Revenues							
Property Taxes	Case Study	Table B-3	$10,600,345	-	$10,600,345	NA	-
Property Tax In-Lieu of Vehicle License Fees	Case Study	Table B-3	$7,228,240	-	$7,228,240	NA	-
Real Property Transfer Tax	Case Study	Table B-4	$678,590	-	$678,590	NA	-
Sales and Use Taxes	Case Study	Table B-5	$11,770,857	-	$11,770,857	NA	-
Public Safety Sales and Use Tax	Case Study	Table B-5	$340,315	-	$340,315	NA	-
Transient Occupancy Tax	Persons Served	-	$1,062,469	-	$1,062,469	95,300	$11.15
Licenses and Permits	Persons Served	-	$252,635	($252,635)	-	95,300	-
Business Licenses	Persons Served	-	$667,000	-	$667,000	95,300	$7.00
Franchise Fees	Persons Served	-	$1,777,125	-	$1,777,125	95,300	$18.65
Excise Tax	[3]	-	$450,000	-	$450,000	NA	-
Intergovernmental	[3]	-	$1,746,492	($295,000)	$1,451,492	NA	-
Charges for Services	[3]	-	$8,699,849	($4,940,845)	$3,759,004	NA	-
Fines and Forfeitures	Persons Served	-	$304,980	($304,980)	$0	95,300	-
Use of Money & Property	[3]	-	$920,000	-	$920,000	NA	-
All Other Revenue	[3]	-	$57,650	-	$57,650	NA	-
Total General Fund Revenues			**$46,556,547**	**($5,793,460)**	**$40,763,087**		
Fund Reserves			$8,315,434				
Total General Fund Revenues (Incl. Reserves)			**$54,871,981**				

rev pro

Source: City of Manteca FY 2020-21 Final Budget including Midyear Budget Amendments (Current as of March 10, 2021); EPS.

[1] Includes midyear budget amendments as provided by City staff, current as of March 10, 2021.
[2] Refer to Table A-1 for details.
[3] This revenue source is not expected to be affected by anticipated development and therefore is not evaluated in this analysis.

Attachment G: Manteca Fiscal Impact Analysis

Table B-2
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Manteca
Estimated Annual General Fund Revenues (2020$)

City of Manteca

Revenue Category	Case Study Reference	Estimated Annual Revenue (Rounded)					
		2025	2030	2035	2040	2050	Buildout (2060)
General Fund Revenues							
Property Taxes	Table B-3	$1,777,900	$3,331,400	$4,715,100	$5,220,700	$5,399,400	$5,487,100
Property Tax In-Lieu of Vehicle License Fees	Table B-3	$1,024,500	$1,956,100	$2,815,000	$3,137,400	$3,234,600	$3,282,300
Real Property Transfer Tax	Table B-4	$71,200	$144,000	$204,000	$225,300	$228,800	$230,500
Sales and Use Taxes	Table B-5	$1,621,400	$3,996,700	$6,814,500	$7,893,500	$8,702,000	$9,099,000
Public Safety Sales and Use Tax	Table B-5	$46,900	$115,600	$197,000	$228,200	$251,600	$263,100
Transient Occupancy Tax	-	$115,200	$197,600	$275,000	$305,700	$312,100	$315,300
Licenses and Permits	-	-	-	-	-	-	-
Business Licenses	-	$72,300	$124,100	$172,700	$191,900	$195,900	$197,900
Franchise Fees	-	$192,600	$330,600	$460,000	$511,200	$522,000	$527,300
Fines and Forfeitures	-	-	-	-	-	-	-
Total General Fund Revenue		**$4,922,000**	**$10,196,100**	**$15,653,300**	**$17,713,900**	**$18,846,400**	**$19,402,500**
EIFD Contribution - Maximum Tax Rate							
Less EIFD Contribution		($88,893)	($666,284)	($943,014)	($1,044,130)	($1,079,872)	($1,097,426)
Net General Fund Revenues		**$4,833,107**	**$9,529,816**	**$14,710,286**	**$16,669,770**	**$17,766,528**	**$18,305,074**
EIFD Contribution - Variable Tax Rate							
Less EIFD Contribution		($88,893)	($433,084)	($447,932)	($495,962)	($242,971)	($246,921)
Net General Fund Revenues		**$4,833,107**	**$9,763,016**	**$15,205,368**	**$17,217,938**	**$18,603,429**	**$19,155,579**

rev

Source: City of Manteca FY 2020-21 Adopted Budget; EPS.

Attachment G: Manteca Fiscal Impact Analysis

Table B-3
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Manteca
Estimated Annual Property Tax Revenues (2020$)

City of Manteca

Item	Assumption/ Source	Formula	Estimated Property Tax Revenues (2020$)					
			2025	2030	2035	2040	2050	Buildout (2060)
Assessed Value of New Development	Table D-2							
Assessed Value of New Development in Current City Limits		*a*	$1,179,618,758	$2,170,065,092	$3,019,643,625	$3,320,572,292	$3,445,572,292	$3,506,962,292
Assessed Value of New Development in Annexation Area		*b*	$137,875,000	$345,375,000	$600,390,200	$714,067,000	$714,067,000	$714,067,000
Total Assessed Value		***c = a + b***	**$1,317,493,758**	**$2,515,440,092**	**$3,620,033,825**	**$4,034,639,292**	**$4,159,639,292**	**$4,221,029,292**
Property Tax Revenue (1% of Assessed Value)	1.0000%							
Property Tax Revenue in Current City Limits		*d = a * 1.00%*	$11,796,188	$21,700,651	$30,196,436	$33,205,723	$34,455,723	$35,069,623
Property Tax Revenue in Annexation Areas		*e = b * 1.00%*	$1,378,750	$3,453,750	$6,003,902	$7,140,670	$7,140,670	$7,140,670
Total Property Tax Revenue		***f = d + e***	**$13,174,938**	**$25,154,401**	**$36,200,338**	**$40,346,393**	**$41,596,393**	**$42,210,293**
Estimated Property Tax Allocation								
Property Tax Allocation in Current City Limits [1]								
City of Manteca General Fund	14.2968%	*g = d * 14.30%*	$1,686,477	$3,102,498	$4,317,123	$4,747,355	$4,926,065	$5,013,833
Other Agencies/ERAF	85.7032%	*h = d * 85.70%*	$10,109,711	$18,598,153	$25,879,313	$28,458,368	$29,529,658	$30,055,790
Property Tax Allocation in Annexation Areas [2]								
City of Manteca General Fund	6.6282%	*i = e * 6.63%*	$91,386	$228,921	$397,949	$473,296	$473,296	$473,296
Other Agencies/ERAF	93.3718%	*j = e * 93.37%*	$1,287,364	$3,224,829	$5,605,953	$6,667,374	$6,667,374	$6,667,374
Total City of Manteca General Fund Property Tax		***k = g + i***	**$1,777,863**	**$3,331,419**	**$4,715,072**	**$5,220,651**	**$5,399,361**	**$5,487,129**
EIFD Allocation - Maximum Tax Rate								
EIFD Allocation Percentage [3]		*l*	5.0%	20.0%	20.0%	20.0%	20.0%	20.0%
EIFD Allocation		*m = k * l*	$88,893	$666,284	$943,014	$1,044,130	$1,079,872	$1,097,426
Net City General Fund Property Tax		***n - k - m***	**$1,688,970**	**$2,665,135**	**$3,772,058**	**$4,176,521**	**$4,319,489**	**$4,389,703**
EIFD Allocation - Variable Tax Rate								
EIFD Allocation Percentage [3]		*l*	5.0%	13.0%	9.5%	9.5%	4.5%	4.5%
EIFD Allocation		*m = k * l*	$88,893	$433,084	$447,932	$495,962	$242,971	$246,921
Net City General Fund Property Tax		***n - k - m***	**$1,688,970**	**$2,898,334**	**$4,267,141**	**$4,724,689**	**$5,156,390**	**$5,240,208**

Attachment G: Manteca Fiscal Impact Analysis

Table B-3
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Manteca
Estimated Annual Property Tax Revenues (2020$)

City of Manteca

Item	Assumption/ Source	Formula	Estimated Property Tax Revenues (2020$) 2025	2030	2035	2040	2050	Buildout (2060)
Property Tax In-Lieu of Motor Vehicle In-Lieu Fee Revenue (VLF)								
Total Citywide Assessed Value [4]		*l*	$9,295,356,393	$9,295,356,393	$9,295,356,393	$9,295,356,393	$9,295,356,393	$9,295,356,393
Total Assessed Value of Project		*m*	$1,317,493,758	$2,515,440,092	$3,620,033,825	$4,034,639,292	$4,159,639,292	$4,221,029,292
Total Assessed Value		*n = l + m*	**$10,612,850,151**	**$11,810,796,485**	**$12,915,390,218**	**$13,329,995,685**	**$13,454,995,685**	**$13,516,385,685**
Percent Change in AV		*o = m / l*	14.17%	27.06%	38.94%	43.40%	44.75%	45.41%
Property Tax In-Lieu of VLF [5]	**$7,228,240**	***p = o * $7,228,240***	**$1,024,507**	**$1,956,052**	**$2,815,005**	**$3,137,410**	**$3,234,612**	**$3,282,350**

prop tax

Source: City of Manteca; San Joaquin County Auditor-Controller; EPS.

[1] Reflects the average property tax allocation to the City's General Fund for all TRAs within the 200-year flood plain that are within the City's boundary and not included in a redevelopment area. TRAs located in Project boundary include: 002-000, 002-005, 002-006, 002-055, 002-057, 002-058, 002-060, 002-063, 002-064, 002-074, 002-076, 002-078, 002-080, 002-087, and 002-088. Project TRAs not included in the redevelopment area include: 002-000, 002-060, 002-063, and 002-088.
[2] Reflects the estimated property tax allocation to the City's General Fund of TRAs anticipated to annex into the City of Manteca within the boundary of the flood basin. Refer to Table D-1 for details.
[3] EIFD allocation percentage represents the portion of property tax revenues to be diverted to the EIFD. Alocation percentages are negotiated allocation amounts based on discussions between the County, the Cities of Lathrop, Stockton, and Manteca, and Project Consultants. Reflects the Initial Base Rate for the period ending 2029 and the Maximum Tax Allocation Rate for 2030 and beyond.
[4] Reflects Assessed Valuation for FY 2019-20. Includes Citywide secured, unsecured, homeowner exemption, and public utility roll.
[5] Property tax in-lieu of VLF amount derived from the City of Manteca FY 2019-20 Annual Budget. Refer to Table B-1 for details.

Table B-4
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Manteca
Real Property Transfer Tax (2020$)

City of Manteca

Description	Assumption/ Source	Estimated Annual Property Transfer Tax Revenue (2020$)					
		2025	2030	2035	2040	2050	Buildout (2060)
Rate per $1,000 of AV	$0.55						
Project Assessed Value	Table D-2						
Low Density Residential		$666,500,000	$1,435,500,000	$2,015,500,000	$2,209,500,000	$2,209,500,000	$2,209,500,000
High Density Residential		$93,800,000	$147,600,000	$147,600,000	$147,600,000	$147,600,000	$147,600,000
Nonresidential		$557,193,758	$932,340,092	$1,456,933,825	$1,677,539,292	$1,802,539,292	$1,863,929,292
Total Assessed Value		**$1,317,493,758**	**$2,515,440,092**	**$3,620,033,825**	**$4,034,639,292**	**$4,159,639,292**	**$4,221,029,292**
Turnover Rate							
Low Density Residential	14.30%						
High Density Residential	6.70%						
Nonresidential	5.00%						
Annual Transfer Tax Revenue [1]							
Low Density Residential		$52,420	$112,902	$158,519	$173,777	$173,777	$173,777
High Density Residential		$3,457	$5,439	$5,439	$5,439	$5,439	$5,439
Nonresidential		$15,323	$25,639	$40,066	$46,132	$49,570	$51,258
Total Annual Transfer Tax Revenue		**$71,200**	**$143,980**	**$204,024**	**$225,349**	**$228,786**	**$230,474**

transfer

Source: City of Manteca; San Joaquin County Auditor-Controller; EPS.

[1] Formula for Transfer Tax = Assessed Value/$1,000 * Rate per $1,000 of Assessed Value * Turnover rate.

Table B-5
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Manteca
Estimated Annual Taxable Sales and Use Tax Revenue (2020$)

City of Manteca

Item	Formula	Source/ Assumptions	Annual Sales Tax Revenue 2025	2030	2035	2040	2050	Buildout (2060)
Estimated Annual Taxable Sales								
Annual Taxable Sales from Market Support (Residents and Employees)	*a*		$40,347,645	$75,445,812	$103,598,636	$113,935,379	$115,184,129	$115,797,415
Annual Taxable Sales from Onsite Commercial Uses	*b*		$121,792,711	$324,229,106	$577,848,534	$675,416,296	$755,012,084	$794,103,167
Annual Taxable Sales from New Development	*c = a + b*		**$162,140,356**	**$399,674,918**	**$681,447,170**	**$789,351,675**	**$870,196,213**	**$909,900,582**
Annual Sales Tax Revenue								
Bradley Burns Local Sales Tax Revenue	*d = c * 1.0000%*	1.0000%	$1,621,404	$3,996,749	$6,814,472	$7,893,517	$8,701,962	$9,099,006
City of Manteca Prop 172 Public Safety Sales Tax Revenue [1]	*e = d * 2.8912%*	2.8912%	$46,877	$115,553	$197,018	$228,215	$251,588	$263,067

sales

Source: City of Manteca; California State Board of Equalization; EPS.

[1] Calculated as the ratio of Proposition 172 Public Safety Tax revenue to total sales tax revenue based on the FY 2020-21 Budget. Any variation in the relationship between Proposition 172 Public Safety Tax revenue and total sales tax revenue affecting the estimate of this revenue source is estimated to be nominal.

Table B-5A
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Manteca
Estimated Annual Taxable Sales from Proposed Development, Market Support Method (2020$)

City of Manteca

Annual Taxable Sales from Market Support	Assumption	Estimated Annual Taxable Sales (2020$) 2025	2030	2035	2040	2050	Buildout (2060)
Annual Taxable Sales from New Residents							
Residential Development	Table A-3			*Occupied Dwelling Units*			
Low Density Residential		1,253	2,699	3,789	4,154	4,154	4,154
High Density Residential		441	694	694	694	694	694
Total Residential Development		**1,694**	**3,392**	**4,483**	**4,848**	**4,848**	**4,848**
Taxable Retail Expenditures	*per Household [1]*			*Taxable Retail Expenditures*			
Low Density Residential	$24,000	$30,072,480	$64,769,760	$90,939,360	$99,692,640	$99,692,640	$99,692,640
High Density Residential	$15,000	$6,612,900	$10,405,800	$10,405,800	$10,405,800	$10,405,800	$10,405,800
Total Taxable Retail Expenditures		**$36,685,380**	**$75,175,560**	**$101,345,160**	**$110,098,440**	**$110,098,440**	**$110,098,440**
Estimated Citywide Capture from New Households [2]	**80%**	**$29,348,304**	**$60,140,448**	**$81,076,128**	**$88,078,752**	**$88,078,752**	**$88,078,752**
Estimated Taxable Sales inside Project Area	50%	$14,674,152	$30,070,224	$40,538,064	$44,039,376	$44,039,376	$44,039,376
Estimated Taxable Sales outside Project Area	50%	$14,674,152	$30,070,224	$40,538,064	$44,039,376	$44,039,376	$44,039,376
Annual Taxable Sales from New Employment							
Taxable Sales from New Employment							
Employees	Table A-4	10,185	14,172	20,854	23,941	25,098	25,665
Average Daily Taxable Sales per New Employee	$10.00						
Work Days per Year	240						
Taxable Sales from New Employees [3]	50%						
Total Taxable Sales from New Employees		**$12,221,490**	**$17,005,960**	**$25,025,009**	**$28,729,586**	**$30,117,086**	**$30,798,515**
Estimated Citywide Capture from New Employees [2]	**90%**	**$10,999,341**	**$15,305,364**	**$22,522,508**	**$25,856,627**	**$27,105,377**	**$27,718,663**
Estimated Taxable Sales inside Project Area	70%	$7,699,539	$10,713,755	$15,765,756	$18,099,639	$18,973,764	$19,403,064
Estimated Taxable Sales outside Project Area	30%	$3,299,802	$4,591,609	$6,756,752	$7,756,988	$8,131,613	$8,315,599
Total Annual Taxable Sales from Market Support		**$40,347,645**	**$75,445,812**	**$103,598,636**	**$113,935,379**	**$115,184,129**	**$115,797,415**
Taxable City Sales inside Project Area		$22,373,691	$40,783,979	$56,303,820	$62,139,015	$63,013,140	$63,442,440
Taxable City Sales outside Project Area		$17,973,954	$34,661,833	$47,294,816	$51,796,364	$52,170,989	$52,354,975

sales a

Source: Costar; Gregory Group; Bureau of Labor Statistics; City of Manteca; EPS.

[1] For details pertaining to household taxable expenditure assumptions, refer to Table D-3.
[2] Represents the portion of household and employee retail expenditures estimated to take place within the City of Manteca.
[3] Taxable sales from employees discounted by 50 percent to account for employees who are also residents.

Table B-5B
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Manteca
Estimated Annual Taxable Sales from Onsite Nonresidential (2020$)

City of Manteca

Item	Annual Taxable Sales per Sq. Ft. [1]	Estimated Annual Taxable Sales (2020$) 2025	2030	2035	2040	2050	Buildout (2060)
Taxable Sales from Commercial Development							
Taxable Sales Generating Occupied Commercial Development Square Feet				*Occupied Building Square Feet*			
Retail Commercial		576,113	1,576,263	2,781,107	3,239,141	3,609,141	3,790,855
Total		**576,113**	**1,576,263**	**2,781,107**	**3,239,141**	**3,609,141**	**3,790,855**
Total Taxable Sales from Onsite Commercial Development				*Total Taxable Sales*			
Retail Commercial	$240	$138,267,165	$378,303,037	$667,465,733	$777,393,858	$866,193,858	$909,805,314
Total		**$138,267,165**	**$378,303,037**	**$667,465,733**	**$777,393,858**	**$866,193,858**	**$909,805,314**
Less Total Annual Taxable Sales from Market Support (within the Project) [2]		$22,373,691	$40,783,979	$56,303,820	$62,139,015	$63,013,140	$63,442,440
Annual Sales Less Market Support		**$115,893,474**	**$337,519,058**	**$611,161,913**	**$715,254,843**	**$803,180,718**	**$846,362,873**
	Shift from Existing Retail						
Less Shift of Sales from Existing Regional and Community Retail to the Project [3]	10%	$11,589,347	$33,751,906	$61,116,191	$71,525,484	$80,318,072	$84,636,287
Total Taxable Sales from Retail Commercial Uses		**$104,304,127**	**$303,767,152**	**$550,045,722**	**$643,729,358**	**$722,862,646**	**$761,726,586**
Occupied Nonretail Commercial Uses				*Occupied Building Square Feet*			
Office Commercial		144,028	394,066	642,205	721,332	813,832	859,261
Industrial		3,353,689	3,698,325	4,918,358	5,616,055	5,616,055	5,616,055
Total		**3,497,717**	**4,092,391**	**5,560,562**	**6,337,388**	**6,429,888**	**6,475,316**
Total Taxable Sales from Nonretail Commercial Uses				*Total Taxable Sales*			
Office Commercial	$5	$720,141	$1,970,328	$3,211,025	$3,606,661	$4,069,161	$4,296,304
Industrial	$5	$16,768,443	$18,491,625	$24,591,788	$28,080,277	$28,080,277	$28,080,277
Total		**$17,488,584**	**$20,461,954**	**$27,802,812**	**$31,686,938**	**$32,149,438**	**$32,376,581**
Total Taxable Sales from Nonretail Commercial Development		**$17,488,584**	**$20,461,954**	**$27,802,812**	**$31,686,938**	**$32,149,438**	**$32,376,581**
Total Taxable Sales from Onsite Commercial Uses		**$121,792,711**	**$324,229,106**	**$577,848,534**	**$675,416,296**	**$755,012,084**	**$794,103,167**

sales b

Source: U.S. Department of Labor Bureau of Labor Statistics; Urban Land Institute; EPS.

[1] See Table D-4 for the taxable retail sales calculation. All retail is assumed to be community serving retail. Sales per square foot for the Retail space is based on average total sales per square foot figure derived from BizMiner and eMarketer data (escalated to 2020$) and converts total sales to taxable sales per square foot to account for a small portion of non-taxable goods sold.
[2] Estimated in Table B-5A.
[3] Represents a discount factor to account for taxable sales transactions that may shift from the City's existing retail centers to those included in the Project. Applied only to Retail uses within the Project.

APPENDIX C:

General Fund Expenditure Analysis

Table C-1 Expenditure-Estimating Procedures Based on City of Lathrop FY 2020-21 Budget G-16

Table C-2 Estimated Annual General Fund Expenditures G-17

Table C-1
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Manteca
Expenditure-Estimating Procedures Based on City of Manteca FY 2020-21 Budget (2020$)

City of Manteca

Item	Estimating Procedure	FY 2020-21 Budgeted Expenditures [1]	Less Offsetting Revenue	FY 2020-21 Net City Expenditures	Population or Persons Served	FY 2020-21 Avg. Cost	Adjustment Factor [2]	Net FY 2019-20 Avg. Cost
General Fund Expenditures								
General Government								
Legislation and Policy	Persons Served	$1,569,362	-	$1,569,362	95,300	$16.47	100%	$16.47
Legal Services	Persons Served	$920,326	-	$920,326	95,300	$9.66	100%	$9.66
City Administration	Persons Served	$1,276,411	($475,458)	$800,953	95,300	$8.40	100%	$8.40
Public Works Administration	Persons Served	$1,709,398	($1,554,893)	$154,505	95,300	$1.62	100%	$1.62
Non Departmental	Persons Served	$9,181,518	-	$9,181,518	95,300	$96.34	100%	$96.34
Human Resources	Persons Served	$1,644,221	-	$1,644,221	95,300	$17.25	100%	$17.25
Fiscal and Revenue Management	Persons Served	$1,713,751	($822,631)	$891,120	95,300	$9.35	100%	$9.35
Economic and Community Development	Persons Served	$365,978	-	$365,978	95,300	$3.84	200%	$7.68
Fleet Maintenance	Persons Served	$450,675	-	$450,675	95,300	$4.73	100%	$4.73
Subtotal General Government		**$18,831,640**	**($2,852,981)**	**$15,978,659**				
Public Safety								
Police Protection [3]	Persons Served	$19,436,258	($840,780)	$18,595,478	95,300	$195.13	100%	$195.13
Animal Services	Persons Served	$450,319	($252,635)	$197,684	95,300	$2.07	100%	$2.07
Fire Protection [3] [4]	Persons Served	$10,890,170	($1,792,064)	$9,098,106	95,300	$95.47	100%	$95.47
Subtotal Public Safety		**$30,776,747**	**($2,885,479)**	**$27,891,268**				
Parks, Recreation, and Community Services								
Parks Maintenance	Per Capita	$2,988,546	($55,000)	$2,933,546	84,800	$34.59	100%	$34.59
Library	Per Capita	$133,160	-	$133,160	84,800	$1.57	100%	$1.57
Recreational and Senior Services	Per Capita	$996,298	-	$996,298	84,800	$11.75	100%	$11.75
Subtotal Parks, Recreation, and Community Svcs		**$4,118,004**	**($55,000)**	**$4,063,004**				
Public Utilities								
Storm Drainage	Persons Served	$671,420	-	$671,420	95,300	$7.05	100%	$7.05
Subtotal Public Utilities		**$671,420**	**-**	**$671,420**				
Transportation								
Streets	Persons Served	$474,170	-	$474,170	95,300	$4.98	100%	$4.98
Subtotal Transportation		**$474,170**	**-**	**$474,170**				
Total General Fund Expenditures		**$54,871,981**	**($5,793,460)**	**$49,078,521**				

exp

Source: City of Manteca FY 2020-21 Final Budget including Midyear Budget Amendments (Current as of March 10, 2021); EPS.

[1] Includes midyear budget amendments as provided by City staff, current as of March 10, 2021.
[2] An adjustment factor may be used to reflect the fact that new employees may not increase certain General Fund department expenditures at a 1:1 ratio. This analysis does not assume an adjustment at this time.
[3] Police and Fire protection expenditures included reflect only City General Fund Police expenditures and excludes any Measure M funded expenditures (Fund 320) for one-time capital expenditures included in the public safety endowment fund (Fund 330).
[4] It is anticipated that Project development would result in the need for an additional fire station to serve the Project area to the south of the City prior to development of the first phase of the Project, based on information provided by the Fire Chief. This ongoing operations of a new fire station in the initial phase of Project development (2020 - 2025).

Table C-2
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Manteca
Estimated Annual General Fund Expenditures (2020$)

City of Manteca

Expenditure Category	Estimated Annual Expenditure [1]					
	2025	2030	2035	2040	2050	Buildout (2060)
General Fund						
General Government						
Legislation and Policy	$170,100	$291,904	$406,182	$451,421	$460,942	$465,617
Legal Services	$99,753	$171,182	$238,199	$264,728	$270,311	$273,053
City Administration	$86,814	$148,979	$207,303	$230,391	$235,250	$237,636
Public Works Administration	$16,747	$28,738	$39,989	$44,443	$45,380	$45,840
Non Departmental	$995,169	$1,707,778	$2,376,361	$2,641,030	$2,696,729	$2,724,083
Human Resources	$178,214	$305,828	$425,557	$472,954	$482,929	$487,827
Fiscal and Revenue Management	$96,587	$165,750	$230,640	$256,328	$261,733	$264,388
Economic and Community Development	$79,335	$136,145	$189,445	$210,544	$214,985	$217,166
Fleet Maintenance	$48,848	$83,826	$116,644	$129,635	$132,369	$133,712
Subtotal General Government	**$1,771,567**	**$3,040,130**	**$4,230,319**	**$4,701,475**	**$4,800,628**	**$4,849,324**
Public Safety						
Police Protection	$2,015,532	$3,458,790	$4,812,882	$5,348,922	$5,461,729	$5,517,131
Animal Services	$21,427	$36,770	$51,165	$56,863	$58,062	$58,651
Fire Protection [2]	$1,700,000	$1,692,263	$2,354,772	$2,617,037	$2,672,230	$2,699,336
Subtotal Public Safety	**$3,736,959**	**$5,187,822**	**$7,218,819**	**$8,022,822**	**$8,192,021**	**$8,275,118**
Parks, Recreation, and Community Services						
Parks Maintenance	$181,171	$368,082	$492,561	$534,197	$534,197	$534,197
Library	$8,224	$16,708	$22,358	$24,248	$24,248	$24,248
Recreational and Senior Services	$61,530	$125,009	$167,285	$181,425	$181,425	$181,425
Subtotal Parks, Recreation, and Community Svcs	**$250,925**	**$509,799**	**$682,204**	**$739,871**	**$739,871**	**$739,871**
Public Utilities						
Storm Drainage	$72,774	$124,885	$173,777	$193,132	$197,205	$199,205
Subtotal Public Utilities	**$72,774**	**$124,885**	**$173,777**	**$193,132**	**$197,205**	**$199,205**
Transportation						
Streets	$51,394	$88,196	$122,725	$136,393	$139,270	$140,682
Subtotal Transportation	**$51,394**	**$88,196**	**$122,725**	**$136,393**	**$139,270**	**$140,682**
Total Annual General Fund Expenditures	**$5,883,619**	**$8,950,832**	**$12,427,844**	**$13,793,693**	**$14,068,994**	**$14,204,200**

exp est

Source: City of Manteca FY 2020-21 Adopted Budget; EPS.

[1] Annual expenditure estimated on a per persons served or per capita basis. Refer to Table C-1 for estimating procedure and Table A-5 for population and employment estimates.

[2] Based on information provided by the Fire Chief, it is anticipated that an additional fire station would be required to service Project development south of the City. Staffing for an additional Fire station would consist of Three Fire Captains, Three Fire engineers, Three Firefighters and two Firefighter floaters. It is estimated that staffing and operations of this station would result in annual expenditures equalling $1,700,000 annually, based on information provided by the Manteca Fire Department. The ongoing annual operational costs of a new fires station is included in the initial phase of the development. It is assumed that this cost is captured in the annual expenditures calculated using the multiplier method for all remaining phases.

APPENDIX D:

Supporting Tables for Revenue and Expenditure Analysis

Table D-1	Preliminary Property Tax Allocations for Annexation Area	G-18
Table D-2	Cumulative Assessed Valuation	G-19
Table D-3	Estimated Average Annual Household Income	G-20
Table D-4	Total and Taxable Retail Sales per Square Feet	G-21

Table D-1
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Manteca
Preliminary Property Tax Allocations for Annexation Areas

City of Manteca

Tax Code	Entity	Existing Tax Rate Area (TRA) Post-ERAF Distribution [1]		Gross Revenue (FY 2019-20) [1]			Property Tax Sharing Agreement [2]	Post Annexation Average	
		TRA 102-136	TRA 102-001	TRA 102-136	TRA 102-001	Total		Base Revenue	Post-ERAF Distribution
Formula		*a*	*b*	*e*	*f*	*g = e + f*	*h*	*e = d * $396,888*	*f = e / $1,197,578*
Subject to Detachment									
10001	County General	20.32600%	20.29360%	$228,594	$14,804	$243,398	80%	$317,510	26.51271%
10527	Road District 5	3.97920%	3.97840%	$44,751	$2,902	$47,653	-	-	0.00000%
14901	Lathrop-Manteca Rural Fire	8.83690%	8.84610%	$99,384	$6,453	$105,837	-	-	0.00000%
40200	City of Manteca	0.00000%	0.00000%	-	-	-	20%	$79,378	6.62818%
	Subtotal	**33.14210%**	**33.11810%**	**$372,728**	**$24,160**	**$396,888**	**100%**	**$396,888**	**33.14089%**
Not Subject to Detachment									
10618	County Library	1.63940%	1.63910%	$18,437	$1,196	$19,633	-	$19,633	1.63940%
12601	Manteca Unified Schools	26.94230%	26.93720%	$303,000	$19,651	$322,650	-	$322,650	26.94192%
13001	S.J. Delta Comm College	3.64750%	3.64670%	$41,021	$2,660	$43,681	-	$43,681	3.64745%
13201	County Office Of Education	1.28960%	1.31780%	$14,501	$961	$15,463	-	$15,463	1.29115%
16001	Sjc Flood Control	0.16000%	0.15990%	$1,799	$117	$1,916	-	$1,916	0.15997%
21901	Sjc Mosquito Abatement	0.71800%	0.71790%	$8,075	$524	$8,598	-	$8,598	0.71797%
24601	South San Joaquin Irrigation	5.41160%	5.41660%	$60,861	$3,951	$64,813	-	$64,813	5.41200%
41100	ERAF - Educational Revenue Augmentation Fund	27.04950%	27.04670%	$304,205	$19,731	$323,936	-	$323,936	27.04926%
	Subtotal	**66.85790%**	**66.88190%**	**$751,899**	**$48,791**	**$800,690**	**0%**	**$800,690**	**66.85911%**
Total		**100.00000%**	**100.00000%**	**$1,124,627**	**$72,951**	**$1,197,578**	**100%**	**$1,197,578**	**100.00000%**

TRA

Source: San Joaquin County Auditor-Controller; EPS.

[1] Provided by the San Joaquin County Auditor-Controller.
[2] Based on the most recent tax-sharing agreement between San Joaquin County and the City of Manteca dated November 2018 related to annexed areas to the City.

Attachment G: Manteca Fiscal Impact Analysis

Table D-2
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Manteca
Cumulative Assessed Valuation (2020$)

City of Manteca

Item	Rounded Value per Unit/Sq. Ft. [1]	Total Assessed Value (2020$) 2025	2030	2035	2040	2050	Buildout (2060)
Development Projections in Current City Limits							
Residential Land Uses	*per Unit*						
Low Density Residential	$500,000	$528,625,000	$1,090,125,000	$1,585,625,000	$1,779,625,000	$1,779,625,000	$1,779,625,000
High Density Residential	$200,000	$93,800,000	$147,600,000	$147,600,000	$147,600,000	$147,600,000	$147,600,000
Subtotal Residential		**$622,425,000**	**$1,237,725,000**	**$1,733,225,000**	**$1,927,225,000**	**$1,927,225,000**	**$1,927,225,000**
Nonresidential Land Uses	*per Sq. Ft.*						
Retail Commercial	$250	$155,706,267	$426,016,933	$694,275,600	$779,818,533	$879,818,533	$928,930,533
Office Commercial	$250	$38,926,567	$106,504,233	$173,568,900	$194,954,633	$219,954,633	$232,232,633
Industrial	$100	$362,560,925	$399,818,925	$418,574,125	$418,574,125	$418,574,125	$418,574,125
Subtotal Nonresidential		**$557,193,758**	**$932,340,092**	**$1,286,418,625**	**$1,393,347,292**	**$1,518,347,292**	**$1,579,737,292**
Total All Land Uses		**$1,179,618,758**	**$2,170,065,092**	**$3,019,643,625**	**$3,320,572,292**	**$3,445,572,292**	**$3,506,962,292**
Development Projections in Annexation Areas							
Residential Land Uses	*per Unit*						
Low Density Residential	$500,000	$137,875,000	$345,375,000	$429,875,000	$429,875,000	$429,875,000	$429,875,000
Subtotal Residential		**$137,875,000**	**$345,375,000**	**$429,875,000**	**$429,875,000**	**$429,875,000**	**$429,875,000**
Nonresidential Land Uses	*per Sq. Ft.*						
Retail Commercial	$250	-	-	$57,375,000	$95,625,000	$95,625,000	$95,625,000
Industrial	$100	-	-	$113,140,200	$188,567,000	$188,567,000	$188,567,000
Subtotal Nonresidential		**-**	**-**	**$170,515,200**	**$284,192,000**	**$284,192,000**	**$284,192,000**
Total All Land Uses		**$137,875,000**	**$345,375,000**	**$600,390,200**	**$714,067,000**	**$714,067,000**	**$714,067,000**
Total City of Manteca Development Projections							
Residential Land Uses	*per Unit*						
Low Density Residential	$500,000	$666,500,000	$1,435,500,000	$2,015,500,000	$2,209,500,000	$2,209,500,000	$2,209,500,000
High Density Residential	$200,000	$93,800,000	$147,600,000	$147,600,000	$147,600,000	$147,600,000	$147,600,000
Subtotal Residential		**$760,300,000**	**$1,583,100,000**	**$2,163,100,000**	**$2,357,100,000**	**$2,357,100,000**	**$2,357,100,000**
Nonresidential Land Uses	*per Sq. Ft.*						
Retail Commercial	$250	$155,706,267	$426,016,933	$751,650,600	$875,443,533	$975,443,533	$1,024,555,533
Office Commercial	$250	$38,926,567	$106,504,233	$173,568,900	$194,954,633	$219,954,633	$232,232,633
Industrial	$100	$362,560,925	$399,818,925	$531,714,325	$607,141,125	$607,141,125	$607,141,125
Subtotal Nonresidential		**$557,193,758**	**$932,340,092**	**$1,456,933,825**	**$1,677,539,292**	**$1,802,539,292**	**$1,863,929,292**
Total All Land Uses		**$1,317,493,758**	**$2,515,440,092**	**$3,620,033,825**	**$4,034,639,292**	**$4,159,639,292**	**$4,221,029,292**

AV

Source: Costar; CBRE; The Gregory Group; EPS.

[1] Refer to Table A-5 for details.

Table D-3
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Manteca
Estimated Average Annual Household Income (2020$)

City of Manteca

Residential Land Use	Estimated Home Value [1]	Total Annual Mortgage or Rent [2]	Estimated Household Income [3]	Taxable Expenditures as a Percentage of Income [4]	Annual Taxable Expenditures per Household (Rounded)
Owner-Occupied Residential					
Low Density Residential	$500,000	$35,767	$102,000	23%	$24,000
Renter-Occupied Residential					
High Density Residential	$200,000	$18,000	$51,000	30%	$15,000

income

Source: Costar; Gregory Group; Bureau of Labor Statistics; EPS.

[1] See Table A-5 for detail on estimated values for residential units.

[2] Based on a 5%, 30-year fixed-rate mortgage with a 20% down payment, $150 monthly Homeowner's association dues and 2% annual taxes and insurance.
High density residential based on an average monthly rent assumption of $1,500 based on data on similar multifamily residential obtained from Costar, September 2019 with an average unit size of 1,000 square feet.

[3] Assumes 35% of income dedicated to housing costs (mortgage, taxes, insurance, and HOA dues) or rent payments. Rounded to the nearest $1,000.

[4] Based on household expenditures data from the Bureau of Labor Statistics, 2018 Consumer Expenditure Survey.

Table D-4
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Manteca
Total and Taxable Retail Sales per Square Feet (2020$)

Item	Original Data [see Note]	Escalated Data (2019$) [1]	Total Retail Sales per Square Foot: Total Retail Sales by Shopping Center Type: Neighborhood % [2]	Neighborhood No.	Community % [2]	Community No.	Regional % [2]	Regional No.
Total Retail Sales per Square Foot								
Motor Vehicle and Parts Dealers [3]	$250	$279	3%	$8	2%	$6	1%	$3
Home Furnishings and Appliance Stores	$525	$586	0%	$0	7%	$41	10%	$59
Bldg. Matrl. and Garden Equip. and Supplies	$356	$398	0%	$0	15%	$60	1%	$4
Food and Beverage Stores [4]	-	$578	55%	$318	24%	$139	3%	$17
Gasoline Stations [5]	$1,321	$1,664	1%	$17	2%	$33	1%	$17
Clothing and Clothing Accessories Stores	$370	$413	2%	$8	5%	$21	20%	$83
General Merchandise Stores	$360	$402	5%	$20	20%	$80	20%	$80
Food Services and Drinking Places	$492	$550	8%	$44	10%	$55	20%	$110
Other Retail	$209	$234	12%	$28	7%	$16	18%	$42
Nonretail [6]	NA	$0	14%	$0	8%	$0	6%	$0
Total			**100%**	**$440**	**100%**	**$450**	**100%**	**$410**
Taxable Retail Sales per Square Foot by Retail Center Type								
Percent Taxable by Shopping Center Type [7]				44%		54%		98%
Taxable Sales per Square Foot (Rounded)				**$190**		**$240**		**$400**

retail sales

Note: Original data is based on an average of multiple sources and is presented in 2016$ unless noted otherwise in footnotes.

Source: BizMiner 2016; ULI Dollars & Cents 2008; State of California Board of Equalization (BOE) Publication 61; Bureau of Labor Statistics, "CPI-All Urban Consumers (Current Series) - West Urban"; RetailSails http://retailsails.files.wordpress.com/2011/09/rs_spsf.pdf; eMarketer pulled February 2019; respective annual 10-K reports; EPS.

[1] Sales adjusted to year-end 2020 based on the Consumer Price Index, All items in West urban, all urban consumers, not seasonally adjusted:

Year	CPI	Adjustment to 2020$
2008	219.65	25.9%
2016	247.71	11.7%
2018	263.26	5.1%
2019	270.35	2.3%
2020	276.59	0.0%

[2] Reflects percentage of total square footage by retail category by retail center type, estimated based on ULI's Dollars & Cents 2008.
[3] Reflects motor vehicle parts only; excludes taxable sales per square foot for dealerships.
[4] Sales per square foot for Food and Beverage stores estimated based on the averages from BizMiner, RetailSales, eMarketer, and annual 10-K reports, escalated to 2020$.
[5] Estimated using ULI's Dollars & Cents, 2008, escalated to 2020$.
[6] Included to account for non-taxable retail space occupants, such as services.
[7] Based on BOE Publication 61, March 2018.

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ATTACHMENT H:

Stockton Fiscal Impact Analysis

List of Tables

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ATTACHMENT A

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Table 1
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Stockton
Summary of Annual Surplus/Deficits (2020$)

City of Stockton

Item	Estimated Annual Revenues/Expenditures (Rounded)					
	2025 [1]	2030	2035	2040	2050	Buildout (2060)
Annual Fiscal Impact Summary						
Prior to EIFD Allocation						
Annual General Fund Revenues	$1,352,000	$2,886,000	$4,905,000	$7,103,000	$10,075,000	$11,239,000
Annual General Fund Expenditures	$2,988,000	$3,708,000	$4,730,000	$5,582,000	$6,348,000	$6,624,000
Net General Fund Surplus/(Deficit)	**($1,639,000)**	**($920,000)**	**($6,000)**	**$1,244,000**	**$3,367,000**	**$4,238,000**
Net of EIFD Allocation - Maximum Tax Rate						
EIFD Contribution [2]	($2,800)	($98,700)	($181,000)	($277,600)	($360,600)	($377,700)
Net General Fund Surplus/(Deficit)	**($1,641,800)**	**($1,018,700)**	**($187,000)**	**$966,400**	**$3,006,400**	**$3,860,300**
Net of EIFD Allocation - Variable Tax Rate						
EIFD Contribution [2]	($2,800)	($64,200)	($86,000)	($131,900)	($81,100)	($85,000)
Net General Fund Surplus/(Deficit)	**($1,641,800)**	**($984,200)**	**($92,000)**	**$1,112,100**	**$3,285,900**	**$4,153,000**

sum

Source: EPS.

[1] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[2] EIFD Contribution represents the portion of City property tax revenues diverted to the EIFD. Refer to Table B-3 for details.

Attachment H: Stockton Fiscal Impact Analysis

Table 2
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Stockton
Estimated Annual Revenues and Expenditures (2020$)

City of Stockton

Item	Estimated Annual Revenues/Expenditures (Rounded)					
	2025 [1]	2030	2035	2040	2050	Buildout (2060)
Annual General Fund Revenues						
Property Tax	$277,700	$493,500	$905,000	$1,388,200	$1,803,100	$1,888,400
Property Tax in Lieu of VLF	$196,300	$381,800	$692,400	$1,051,200	$1,417,800	$1,530,300
Property Transfer Tax	$9,400	$14,900	$23,700	$33,600	$43,300	$46,300
Sales and Use Tax	$657,400	$1,556,300	$2,559,600	$3,636,900	$5,530,500	$6,384,400
Prop. 172 Public Safety Sales Tax	$24,400	$57,700	$94,900	$134,800	$205,000	$236,600
Utility User Taxes	$103,000	$211,200	$348,000	$474,600	$594,500	$637,800
Franchise Taxes	$44,600	$91,400	$150,600	$205,500	$257,400	$276,100
Transient Occupancy Tax	$8,200	$16,800	$27,700	$37,800	$47,300	$50,800
Business License Tax	$29,900	$61,200	$100,900	$137,500	$172,300	$184,800
Licenses and Permits	$600	$1,300	$2,100	$2,900	$3,600	$3,900
Total Annual General Fund Revenue	**$1,351,500**	**$2,886,100**	**$4,904,900**	**$7,103,000**	**$10,074,800**	**$11,239,400**
Annual General Fund Expenditures						
General Government Administration	$52,800	$108,200	$178,200	$243,100	$304,500	$326,700
Police Services	$404,000	$828,100	$1,364,300	$1,860,600	$2,330,700	$2,500,300
Fire Services	$136,500	$279,700	$460,800	$628,500	$787,300	$844,600
Fire Station Expenditures	$2,300,000	$2,300,000	$2,300,000	$2,300,000	$2,300,000	$2,300,000
Public Works	$50,200	$103,000	$169,600	$231,300	$289,800	$310,900
Economic Development	$4,100	$8,500	$13,900	$19,000	$23,800	$25,500
Office of Violence Prevention	$6,200	$12,700	$20,900	$28,500	$35,700	$38,300
Library and Recreation (prior to 2034)	$17,900	$34,600	-	-	-	-
Library and Recreation (2034 and beyond)	-	-	$171,600	$206,800	$206,800	$206,800
Entertainment Venues	$11,400	$22,000	$33,200	$40,100	$40,100	$40,100
Downtown Marina	$700	$1,400	$2,100	$2,500	$2,500	$2,500
Golf Courses	$1,300	$4,200	$7,000	$9,500	$11,900	$12,800
Development Services	$2,500	$5,200	$8,500	$11,600	$14,500	$15,600
Total Annual General Fund Expenditures	**$2,987,600**	**$3,707,600**	**$4,730,100**	**$5,581,500**	**$6,347,600**	**$6,624,100**
EIFD Contribution [2]						
Maximum Tax Rate	($2,800)	($98,700)	($181,000)	($277,600)	($360,600)	($377,700)
Variable Tax Rate	($2,800)	($64,200)	($86,000)	($131,900)	($81,100)	($85,000)
Net General Fund Surplus/(Deficit)						
Prior to EIFD Allocation	**($1,636,100)**	**($821,500)**	**$174,800**	**$1,521,500**	**$3,727,200**	**$4,615,300**
Net of EIFD Allocation - Maximum Tax	**($1,638,900)**	**($920,200)**	**($6,200)**	**$1,243,900**	**$3,366,600**	**$4,237,600**
Net of EIFD Allocation - Variable Tax	**($1,638,900)**	**($885,700)**	**$88,800**	**$1,389,600**	**$3,646,100**	**$4,530,300**

det sum

Source: EPS.

[1] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[2] EIFD Contribution represents the portion of City property tax revenues diverted to the EIFD. Refer to Table B-3 for details.

APPENDICES:

Appendix A: General Assumptions

Appendix B: General Fund Revenue Analysis

Appendix C: General Fund Expenditure Analysis

Appendix D: Supporting Tables for Revenue and Expenditure Analysis

APPENDIX A:

General Assumptions

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Table A-1
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Stockton
General Assumptions

Item	City of Stockton Assumption
General Assumptions	
Fiscal Year of Budget Analysis [1]	FY 2020-21
Base Fiscal Year of Potential EIFD [2]	FY 2022-23
General Demographic Characteristics	
City of Stockton	
Population [3]	318,522
Employees [4]	123,000
City of Stockton Persons Served [5]	**380,022**

gen assumps

Source: California Department of Finance; EDD; U.S. Census LED; EPS.

[1] Reflects the City of Stockton Fiscal Year 2020-21 adopted budget. Revenues and expenditures are in 2020 dollars. This analysis does not reflect changes in values resulting from inflation or appreciation.

[2] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[3] Based on population estimates from the California Department of Finance (DOF) data for January 1, 2020.

[4] US Census Onthemap.ces.census.gov estimated a total of 109,746 jobs in Stockton, CA in 2018. California EDD reports an annual average growth rate of 0.95% since 2018 for the Stockton-Lodi MSA. EPS adjusted the 2018 employment figure to arrive at a 2020 employment estimate using this growth rate and further increased the total by 10% to account for self-employed workers. Estimate is rounded to the nearest hundred employees.

[5] Persons served is defined as total population plus half of total employees. Used to estimate specific revenues and expenditures that are assumed to be impacted by growth in resident and employment populations and to avoid double counting of employees who reside in the City.

Attachment H: Stockton Fiscal Impact Analysis

Table A-2
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Stockton
Cumulative Land Use Projections

City of Stockton

Land Use	Cumulative Dwelling Units/Building Square Footage											
	2025 [1]		2030		2035		2040		2050		Buildout (2060)	
	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.
Development Projections in Current City Limits [2]												
Residential Land Uses [4]												
Low Density Residential	187	-	187	-	187	-	187	-	187	-	187	-
High Density Residential	75	-	375	-	695	-	888	-	888	-	888	-
Subtotal Residential	**262**	**-**	**562**	**-**	**882**	**-**	**1,075**	**-**	**1,075**	**-**	**1,075**	**-**
Nonresidential Land Uses												
Retail Commercial [5]	-	151,652	-	239,152	-	326,652	-	414,152	-	589,152	-	609,207
Office Commercial [5]	-	64,994	-	102,494	-	139,994	-	177,494	-	252,494	-	261,089
Industrial	-	-	-	-	-	1,104,150	-	2,864,525	-	3,920,750	-	3,920,750
Subtotal Nonresidential	**-**	**216,645**	**-**	**341,645**	**-**	**1,570,795**	**-**	**3,456,170**	**-**	**4,762,395**	**-**	**4,791,045**
Total All Land Uses	**262**	**216,645**	**562**	**341,645**	**882**	**1,570,795**	**1,075**	**3,456,170**	**1,075**	**4,762,395**	**1,075**	**4,791,045**
Development Projections in Annexation Areas [3]												
Nonresidential Land Uses												
Retail Commercial [5]	-	162,500	-	512,500	-	887,500	-	1,287,500	-	2,028,500	-	2,433,600
Subtotal Nonresidential	**-**	**162,500**	**-**	**512,500**	**-**	**887,500**	**-**	**1,287,500**	**-**	**2,028,500**	**-**	**2,433,600**
Total All Land Uses	**-**	**162,500**	**-**	**512,500**	**-**	**887,500**	**-**	**1,287,500**	**-**	**2,028,500**	**-**	**2,433,600**
Total City of Stockton Development Projections												
Residential Land Uses [4]												
Low Density Residential	187	-	187	-	187	-	187	-	187	-	187	-
High Density Residential	75	-	375	-	695	-	888	-	888	-	888	-
Subtotal Residential	**262**	**-**	**562**	**-**	**882**	**-**	**1,075**	**-**	**1,075**	**-**	**1,075**	**-**
Nonresidential Land Uses												
Retail Commercial [5]	-	314,152	-	751,652	-	1,214,152	-	1,701,652	-	2,617,652	-	3,042,807
Office Commercial [5]	-	64,994	-	102,494	-	139,994	-	177,494	-	252,494	-	261,089
Industrial	-	-	-	-	-	1,104,150	-	2,864,525	-	3,920,750	-	3,920,750
Subtotal Nonresidential	**-**	**379,145**	**-**	**854,145**	**-**	**2,458,295**	**-**	**4,743,670**	**-**	**6,790,895**	**-**	**7,224,645**
Total All Land Uses	**262**	**379,145**	**562**	**854,145**	**882**	**2,458,295**	**1,075**	**4,743,670**	**1,075**	**6,790,895**	**1,075**	**7,224,645**

lu

Source: City of Stockton; LWA; EPS.

[1] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[2] Development projections were provided by LWA and are based on land use data provided by the City as of February, 2020. Includes development projections in Weston Ranch and the South Airport Area.

[3] Includes development projections in the future Stockton Annexation Area.

[4] For the purpose of this analysis, low density residential is considered to be owner-occupied and high density residential is assumed to be renter-occupied.

[5] Nonresidential commercial land use projections provided by the City reflect a general commercial land use designation. This analysis assumes general commercial will comprise both retail and office land uses. EPS determined a preliminary estimated allocation of retail and office space based on the existing proportion of retail and office space in the City, the City's current General Plan, and the proposed land use plans of anticipated development projects within the EIFD boundary.

Table A-3
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Stockton
Cumulative Occupied Dwelling Units and Building Square Footage

City of Stockton

Land Use	Vacancy Rate [1]	Occupied Dwelling Units/Building Square Feet					
		2025	2030	2035	2040	2050	Buildout (2060)
Development Projections in Current City Limits							
Residential Land Uses				*Occupied Dwelling Units*			
Low Density Residential	6.0%	176	176	176	176	176	176
High Density Residential	6.0%	71	353	653	835	835	835
Subtotal Residential Land Uses		**246**	**528**	**829**	**1,010**	**1,010**	**1,010**
Nonresidential Land Uses				*Occupied Building Square Feet*			
Retail Commercial	7.5%	140,278	221,215	302,153	383,090	544,965	563,516
Office Commercial	7.5%	60,119	94,806	129,494	164,181	233,556	241,507
Industrial	7.5%	-	-	1,021,339	2,649,686	3,626,694	3,626,694
Subtotal Nonresidential		**200,397**	**316,022**	**1,452,985**	**3,196,957**	**4,405,215**	**4,431,717**
Development Projections in Annexation Areas							
Nonresidential Land Uses				*Occupied Building Square Feet*			
Retail Commercial	7.5%	150,313	474,063	820,938	1,190,938	1,876,363	2,251,080
Subtotal Nonresidential		**150,313**	**474,063**	**820,938**	**1,190,938**	**1,876,363**	**2,251,080**
Total City of Stockton Development Projections							
Residential Land Uses				*Occupied Dwelling Units*			
Low Density Residential	6.0%	176	176	176	176	176	176
High Density Residential	6.0%	71	353	653	835	835	835
Subtotal Residential Land Uses		**246**	**528**	**829**	**1,010**	**1,010**	**1,010**
Nonresidential Land Uses				*Occupied Building Square Feet*			
Retail Commercial	7.5%	290,590	695,278	1,123,090	1,574,028	2,421,328	2,814,596
Office Commercial	7.5%	60,119	94,806	129,494	164,181	233,556	241,507
Industrial	7.5%	-	-	1,021,339	2,649,686	3,626,694	3,626,694
Subtotal Nonresidential		**350,709**	**790,084**	**2,273,923**	**4,387,895**	**6,281,578**	**6,682,797**

occupied

Source: California Department of Finance; City of Stockton; Costar; LWA; EPS.

[1] For details pertaining to vacancy rate assumptions, refer to Table A-5.

Table A-4
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Stockton
Cumulative Estimated Population and Employees

City of Stockton

Land Use	Assumption [1]	Estimated Population/Employees 2025	2030	2035	2040	2050	Buildout (2060)
Project Residents							
Residential Land Uses	*PPH*						
Low Density Residential	3.30	580	580	580	580	580	580
High Density Residential	2.50	176	881	1,633	2,087	2,087	2,087
Subtotal Residential Land Uses		**756**	**1,461**	**2,213**	**2,667**	**2,667**	**2,667**
Total Resident Population		**756**	**1,461**	**2,213**	**2,667**	**2,667**	**2,667**
Project Employees							
Nonresidential Land Uses	*Sq. Ft. per Emp.*						
Retail Commercial	400	726	1,738	2,808	3,935	6,053	7,036
Office Commercial	400	150	237	324	410	584	604
Industrial	2,000	0	0	511	1,325	1,813	1,813
Subtotal Nonresidential		**877**	**1,975**	**3,642**	**5,670**	**8,451**	**9,454**
Total Employee Population		**877**	**1,975**	**3,642**	**5,670**	**8,451**	**9,454**
Project Persons Served		**1,195**	**2,449**	**4,034**	**5,502**	**6,892**	**7,394**

pop

Source: California Department of Finance; EPS.

[1] For persons per household and square feet per employee assumptions, refer to Table A-5.

Table A-5
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Stockton
Land Use Assumptions

City of Stockton

Land Use	Estimated Assessed Value [1]	Property Turnover Rate [2]	Vacancy Rate [3]	Persons Per Household/ Sq. Ft. per Employee [4]
Residential Land Uses	*per Unit*			*PPH*
Low Density Residential	$425,000	14.3%	6.0%	3.30
High Density Residential	$200,000	6.7%	6.0%	2.50
Nonresidential Land Uses	*per Sq. Ft.*			*Sq. Ft. per Emp.*
Retail Commercial	$250	5.0%	7.5%	400
Office Commercial	$250	5.0%	7.5%	400
Industrial	$100	5.0%	7.5%	2,000

lu assum

Source: The Gregory Group; Costar; Colliers, International; CBRE; US Census; EPS.

[1] Residential assessed values are based on sales data of comparable products as obtained through The Gregory Group for the last 4 quarters (Q3 2018 through Q2 2019). Nonresidential values per square foot based on comparable transaction data for transactions made in San Joaquin County since 2005 obtained from Costar, data accessed on March 25, 2021. Commercial retail and office categories are a blended average of retail and commercial uses.

[2] Owner-occupied residential (low density) assumed to turn over once every 7 years and renter-occupied (high density) residential is assumed to turn over once every 15 years. Nonresidential uses are assumed to turn over once every 20 years.

[3] Residential vacancy rates obtained from the US Census American Community Survey, 2018 estimates, for San Joaquin County. Commercial and industrial vacancy rates based on Q3 2019 Costar and Q3 2019 Colliers International market reports for the Stockton/Modesto area.

[4] Persons per household figures obtained from the US Census American Community Survey, 2018 estimates. Square feet per employee values are based on empirical research for proposed land uses.

APPENDIX B:

General Fund Revenue Analysis

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Table B-1
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Stockton
Revenue-Estimating Procedures Based on City of Stockton FY 2020-21 Budget (2020$)

City of Stockton

Item	Estimating Procedure	Case Study Reference	FY 2020-21 Budgeted General Fund Revenues	Offsetting Revenue	FY 2020-21 Budgeted Net General Fund Revenues	Service Population [1]	Revenue Multiplier
General Fund Revenues							
Taxes							
Property Tax	Case Study	Table B-3	$37,023,000	-	$37,023,000	N/A	-
Property Tax in Lieu of VLF	Case Study	Table B-3	$25,626,000	-	$25,626,000	N/A	-
Property Transfer Tax	Case Study	Table B-4	$780,000	-	$780,000	N/A	-
Sales and Use Tax	Case Study	Table B-5	$43,229,000	-	$43,229,000	N/A	-
Measure A Transaction Tax	[2]	-	$28,472,000	-	$28,472,000	N/A	-
Prop. 172 Public Safety Sales Tax	Case Study	Table B-5	$1,602,000	-	$1,602,000	N/A	-
Utility User Taxes	Persons Served	-	$32,780,000	-	$32,780,000	380,022	$86.26
Franchise Taxes	Persons Served	-	$14,191,000	-	$14,191,000	380,022	$37.34
Transient Occupancy Tax	Persons Served	-	$2,609,000	-	$2,609,000	380,022	$6.87
Business License Tax	Persons Served	-	$9,500,000	-	$9,500,000	380,022	$25.00
Total Taxes			**$195,812,000**	**-**	**$195,812,000**	N/A	-
Licenses and Permits	Persons Served	-	$530,735	($329,550)	$201,185	380,022	$0.53
Intergovernmental Revenue	[3]	-	$3,106,730	($85,000)	$3,021,730	N/A	-
Charges for Services	[4]	-	$9,033,455	($8,976,275)	$57,180	N/A	-
Uses of Money and Property	[3]	-	$6,111,582	($378,804)	$5,732,778	N/A	-
Sale of Fixed Assets	[3]	-	$100,000	-	$100,000	N/A	-
Fines and Forfeitures	[4]	-	$1,057,657	($843,655)	$214,002	N/A	-
Reimbursements/Other Revenue	[3]	-	$7,330,167	($2,079,215)	$5,250,952	N/A	-
Subtotal General Fund Revenue			**$223,082,326**	**($12,692,499)**	**$210,389,827**		
Transfers In	[3]	-	$368,000	-	$368,000	N/A	-
Total General Fund Revenue			**$223,450,326**	**($12,692,499)**	**$210,757,827**		

rev

Source: City of Stockton Fiscal Year 2020-21 Approved Annual Budget; EPS.

[1] Refer to Table A-1.
[2] Measure A is a 0.75% transaction and use tax approved by voters in November 2013 and is set to expire in 2024 or sooner if certain conditions are met. As it is unknown if Measure A will be extended beyond the initial 10 year period, it has been excluded from this analysis.
[3] These revenue sources are not anticipated to be impacted by development included in this analysis.
[4] Based on the City of Stockton Fiscal Year 2020-21 Approved Annual Budget, these revenue categories are fully offset by expenditures as shown on Table C-1.

Attachment H: Stockton Fiscal Impact Analysis

Table B-2
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Stockton
Estimated Annual General Fund Revenues (2020$)

City of Stockton

Revenue Category	Case Study Reference	Estimated Annual Revenue (Rounded)					
		2025	2030	2035	2040	2050	Buildout (2060)
General Fund Revenues							
Property Tax	Table B-3	$277,700	$493,500	$905,000	$1,388,200	$1,803,100	$1,888,400
Property Tax in Lieu of VLF	Table B-3	$196,300	$381,800	$692,400	$1,051,200	$1,417,800	$1,530,300
Property Transfer Tax	Table B-4	$9,400	$14,900	$23,700	$33,600	$43,300	$46,300
Sales and Use Tax	Table B-5	$657,400	$1,556,300	$2,559,600	$3,636,900	$5,530,500	$6,384,400
Prop. 172 Public Safety Sales Tax	Table B-5	$24,400	$57,700	$94,900	$134,800	$205,000	$236,600
Utility User Taxes	-	$103,000	$211,200	$348,000	$474,600	$594,500	$637,800
Franchise Taxes	-	$44,600	$91,400	$150,600	$205,500	$257,400	$276,100
Transient Occupancy Tax	-	$8,200	$16,800	$27,700	$37,800	$47,300	$50,800
Business License Tax	-	$29,900	$61,200	$100,900	$137,500	$172,300	$184,800
Licenses and Permits	-	$600	$1,300	$2,100	$2,900	$3,600	$3,900
Total General Fund Revenue		**$1,351,500**	**$2,886,100**	**$4,904,900**	**$7,103,000**	**$10,074,800**	**$11,239,400**
EIFD Contribution - Maximum Tax Rate							
Less EIFD Contribution		($2,777)	($98,702)	($181,000)	($277,645)	($360,630)	($377,672)
Net General Fund Revenues		**$1,348,723**	**$2,787,398**	**$4,723,900**	**$6,825,355**	**$9,714,170**	**$10,861,728**
EIFD Contribution - Variable Tax Rate							
Less EIFD Contribution		($2,777)	($64,156)	($85,975)	($131,881)	($81,142)	($84,976)
Net General Fund Revenues		**$1,348,723**	**$2,821,944**	**$4,818,925**	**$6,971,119**	**$9,993,658**	**$11,154,424**

rev est

Source: City of Stockton Fiscal Year 2020-21 Approved Annual Budget; EPS.

Attachment H: Stockton Fiscal Impact Analysis

Table B-3
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Stockton
Estimated Annual Property Tax Revenues (2020$)

City of Stockton

Item	Assumption/ Source	Formula	Estimated Property Tax Revenues (2020$)					
			2025	2030	2035	2040	2050	Buildout (2060)
Assessed Value of New Development	Table D-2							
Assessed Value of New Development in Current City Limits		*a*	$148,619,250	$239,869,250	$445,534,250	$691,421,750	$859,544,250	$866,706,750
Assessed Value of New Development in Annexation Area		*b*	$40,625,000	$128,125,000	$221,875,000	$321,875,000	$507,125,000	$608,400,000
Total Assessed Value		***c = a + b***	**$189,244,250**	**$367,994,250**	**$667,409,250**	**$1,013,296,750**	**$1,366,669,250**	**$1,475,106,750**
Property Tax Revenue (1% of Assessed Value)	1.0000%							
Property Tax Revenue in Current City Limits		*d = a * 1.00%*	$1,486,193	$2,398,693	$4,455,343	$6,914,218	$8,595,443	$8,667,068
Property Tax Revenue in Annexation Areas		*e = b * 1.00%*	$406,250	$1,281,250	$2,218,750	$3,218,750	$5,071,250	$6,084,000
Total Property Tax Revenue		***f = d + e***	**$1,892,443**	**$3,679,943**	**$6,674,093**	**$10,132,968**	**$13,666,693**	**$14,751,068**
Estimated Property Tax Allocation								
Property Tax Allocation in Current City Limits [1]								
City of Stockton General Fund	16.7111%	*g = d * 16.71%*	$248,360	$400,849	$744,539	$1,155,445	$1,436,397	$1,448,367
Other Agencies/ERAF	83.2889%	*h = d * 83.29%*	$1,237,833	$1,997,843	$3,710,804	$5,758,772	$7,159,045	$7,218,701
Property Tax Allocation in Annexation Areas [2]								
City of Stockton General Fund	7.2320%	*i = e * 7.23%*	$29,380	$92,659	$160,459	$232,779	$366,751	$439,992
Other Agencies/ERAF	92.7680%	*j = e * 92.77%*	$376,870	$1,188,591	$2,058,291	$2,985,971	$4,704,499	$5,644,008
Total City of Stockton General Fund Property Tax		***k = g + i***	**$277,740**	**$493,509**	**$904,998**	**$1,388,224**	**$1,803,148**	**$1,888,359**
EIFD Allocation - Maximum Tax Rate								
EIFD Allocation Percentage [3]		*l*	1.0%	20.0%	20.0%	20.0%	20.0%	20.0%
EIFD Allocation		*m = k * l*	$2,777	$98,702	$181,000	$277,645	$360,630	$377,672
Net City General Fund Property Tax		***n - k - m***	**$274,962**	**$394,807**	**$723,998**	**$1,110,579**	**$1,442,518**	**$1,510,687**
EIFD Allocation - Variable Tax Rate								
EIFD Allocation Percentage [3]		*l*	1.0%	13.0%	9.5%	9.5%	4.5%	4.5%
EIFD Allocation		*m = k * l*	$2,777	$64,156	$85,975	$131,881	$81,142	$84,976
Net City General Fund Property Tax		***n - k - m***	**$274,962**	**$429,352**	**$819,023**	**$1,256,343**	**$1,722,006**	**$1,803,383**

Attachment H: Stockton Fiscal Impact Analysis

Table B-3
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Stockton
Estimated Annual Property Tax Revenues (2020$)

City of Stockton

Item	Assumption/ Source	Formula	Estimated Property Tax Revenues (2020$) 2025	2030	2035	2040	2050	Buildout (2060)
Property Tax In-Lieu of Motor Vehicle In-Lieu Fee Revenue (VLF)								
Total Citywide Assessed Value [4]		*l*	$24,701,295,559	$24,701,295,559	$24,701,295,559	$24,701,295,559	$24,701,295,559	$24,701,295,559
Total Assessed Value of Project		*m*	$189,244,250	$367,994,250	$667,409,250	$1,013,296,750	$1,366,669,250	$1,475,106,750
Total Assessed Value		*n = l + m*	**$24,890,539,809**	**$25,069,289,809**	**$25,368,704,809**	**$25,714,592,309**	**$26,067,964,809**	**$26,176,402,309**
Percent Change in AV		*o = m / l*	0.77%	1.49%	2.70%	4.10%	5.53%	5.97%
Property Tax In-Lieu of VLF [5]	**$25,626,000**	***p = o * $25,626,000***	**$196,329**	**$381,770**	**$692,394**	**$1,051,230**	**$1,417,831**	**$1,530,328**

prop tax

Source: City of Stockton; San Joaquin County Auditor-Controller; EPS.

[1] Reflects the average property tax allocation to the City's General Fund for all TRAs within the 200-year flood plain that are within the City's boundary. TRAs include: 003-159, 003-206, 003-238, 003,240, 003-289, 003-312, 003-455, 003-463, 003-464, 003-479, and 003-481.
[2] Refer to Table D-1 for details.
[3] EIFD allocation percentage represents the portion of property tax revenues to be diverted to the EIFD. Alocation percentages are negotiated allocation amounts based on discussions between the County, the Cities of Lathrop, Stockton, and Manteca, and Project Consultants. Reflects the Initial Base Rate for the period ending 2029 and the Maximum Tax Allocation Rate for 2030 and beyond.
[4] Reflects Assessed Valuation for FY 2020-21. Includes Citywide secured, unsecured, homeowner exemption, and public utility roll.
[5] Property tax in-lieu of VLF amount derived from the City of Stockton FY 2020-21 Annual Budget. Refer to Table B-1 for details.

Table B-4
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Stockton
Real Property Transfer Tax (2020$)

City of Stockton

Description	Assumption/ Source	Estimated Annual Property Transfer Tax Revenue (2020$)					
		2025	2030	2035	2040	2050	Buildout (2060)
Rate per $1,000 of AV	$0.55						
Project Assessed Value	Table D-2						
Low Density Residential		$79,458,000	$79,458,000	$79,458,000	$79,458,000	$79,458,000	$79,458,000
High Density Residential		$15,000,000	$75,000,000	$139,000,000	$177,600,000	$177,600,000	$177,600,000
Nonresidential		$94,786,250	$213,536,250	$448,951,250	$756,238,750	$1,109,611,250	$1,218,048,750
Total Assessed Value		**$189,244,250**	**$367,994,250**	**$667,409,250**	**$1,013,296,750**	**$1,366,669,250**	**$1,475,106,750**
Turnover Rate							
Low Density Residential	14.30%						
High Density Residential	6.70%						
Nonresidential	5.00%						
Annual Transfer Tax Revenue [1]							
Low Density Residential		$6,249	$6,249	$6,249	$6,249	$6,249	$6,249
High Density Residential		$553	$2,764	$5,122	$6,545	$6,545	$6,545
Nonresidential		$2,607	$5,872	$12,346	$20,797	$30,514	$33,496
Total Annual Transfer Tax Revenue		**$9,409**	**$14,885**	**$23,718**	**$33,590**	**$43,308**	**$46,290**

transfer

Source: City of Stockton; San Joaquin County Auditor-Controller; EPS.

[1] Formula for Transfer Tax = Assessed Value/$1000 * Rate per $1,000 of Assessed Value * Turnover rate.

Attachment H: Stockton Fiscal Impact Analysis

Table B-5
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Stockton
Estimated Annual Taxable Sales and Use Tax Revenue (2020$)

City of Stockton

Item	Formula	Source/ Assumptions	Annual Sales Tax Revenue 2025	2030	2035	2040	2050	Buildout (2060)
Estimated Annual Taxable Sales								
Annual Taxable Sales from Market Support (Residents and Employees)	*a*		$5,167,169	$9,737,481	$15,147,354	$19,514,889	$22,517,496	$23,600,786
Annual Taxable Sales from Onsite Commercial Uses	*b*		$60,572,394	$145,888,155	$240,817,294	$344,175,286	$530,532,359	$614,835,607
Annual Taxable Sales from New Development	*c = a + b*		**$65,739,563**	**$155,625,636**	**$255,964,648**	**$363,690,175**	**$553,049,855**	**$638,436,394**
Annual Sales Tax Revenue								
Bradley Burns Local Sales Tax Revenue	*d = c * 1.0000%*	1.0000%	$657,396	$1,556,256	$2,559,646	$3,636,902	$5,530,499	$6,384,364
City of Stockton Prop 172 Public Safety Sales Tax Revenue [1]	*e = d * 3.7058%*	3.7058%	$24,362	$57,672	$94,857	$134,778	$204,952	$236,595

sales

Source: City of Stockton; California State Board of Equalization; EPS.

[1] Calculated as the ratio of Proposition 172 Public Safety Tax revenue to total sales tax revenue based on the FY 2020-21 Budget. Any variation in the relationship between Proposition 172 Public Safety Tax revenue and total sales tax revenue affecting the estimate of this revenue source is estimated to be nominal.

Attachment H: Stockton Fiscal Impact Analysis

Table B-5A
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Stockton
Estimated Annual Taxable Sales from Proposed Development, Market Support Method (2020$)

City of Stockton

Annual Taxable Sales from Market Support	Assumption	Estimated Annual Taxable Sales (2020$) 2025	2030	2035	2040	2050	Buildout (2060)
Annual Taxable Sales from New Residents							
Residential Development	Table A-3			*Occupied Dwelling Units*			
Low Density Residential		176	176	176	176	176	176
High Density Residential		71	353	653	835	835	835
Total Residential Development		**246**	**528**	**829**	**1,010**	**1,010**	**1,010**
Taxable Retail Expenditures	*per Household [1]*			*Taxable Retail Expenditures*			
Low Density Residential	$24,000	$4,217,818	$4,217,818	$4,217,818	$4,217,818	$4,217,818	$4,217,818
High Density Residential	$15,000	$1,057,500	$5,287,500	$9,799,500	$12,520,800	$12,520,800	$12,520,800
Total Taxable Retail Expenditures		**$5,275,318**	**$9,505,318**	**$14,017,318**	**$16,738,618**	**$16,738,618**	**$16,738,618**
Estimated Citywide Capture from New Households [2]	**80%**	**$4,220,254**	**$7,604,254**	**$11,213,854**	**$13,390,894**	**$13,390,894**	**$13,390,894**
Estimated Taxable Sales inside Project Area	50%	$2,110,127	$3,802,127	$5,606,927	$6,695,447	$6,695,447	$6,695,447
Estimated Taxable Sales outside Project Area	50%	$2,110,127	$3,802,127	$5,606,927	$6,695,447	$6,695,447	$6,695,447
Annual Taxable Sales from New Employment							
Taxable Sales from New Employment							
Employees	Table A-4	877	1,975	3,642	5,670	8,451	9,454
Average Daily Taxable Sales per New Employee	$10.00						
Work Days per Year	240						
Taxable Sales from New Employees [3]	50%						
Total Taxable Sales from New Employees		**$1,052,127**	**$2,370,252**	**$4,370,556**	**$6,804,439**	**$10,140,669**	**$11,344,325**
Estimated Citywide Capture from New Employees [2]	**90%**	**$946,915**	**$2,133,227**	**$3,933,500**	**$6,123,995**	**$9,126,602**	**$10,209,892**
Estimated Taxable Sales inside Project Area	70%	$662,840	$1,493,259	$2,753,450	$4,286,796	$6,388,621	$7,146,925
Estimated Taxable Sales outside Project Area	30%	$284,074	$639,968	$1,180,050	$1,837,198	$2,737,981	$3,062,968
Total Annual Taxable Sales from Market Support		**$5,167,169**	**$9,737,481**	**$15,147,354**	**$19,514,889**	**$22,517,496**	**$23,600,786**
Taxable City Sales inside Project Area		$2,772,967	$5,295,386	$8,360,377	$10,982,243	$13,084,068	$13,842,372
Taxable City Sales outside Project Area		$2,394,201	$4,442,095	$6,786,977	$8,532,646	$9,433,428	$9,758,415

sales a

Source: Costar; Gregory Group; Bureau of Labor Statistics; City of Stockton; EPS.

[1] For details pertaining to household taxable expenditure assumptions, refer to Table D-3.
[2] Represents the portion of household and employee retail expenditures estimated to take place within the City of Stockton.
[3] Taxable sales from employees discounted by 50 percent to account for employees who are also residents.

Attachment H: Stockton Fiscal Impact Analysis

Table B-5B
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Stockton
Estimated Annual Taxable Sales from Onsite Nonresidential (2020$)

City of Stockton

Item	Annual Taxable Sales per Sq. Ft. [1] / Assumption	Estimated Annual Taxable Sales (2020$) 2025	2030	2035	2040	2050	Buildout (2060)
Taxable Sales from Commercial Development							
Taxable Sales Generating Occupied Commercial Development Square Feet				*Occupied Building Square Feet*			
Retail Commercial		290,590	695,278	1,123,090	1,574,028	2,421,328	2,814,596
Total		**290,590**	**695,278**	**1,123,090**	**1,574,028**	**2,421,328**	**2,814,596**
Total Taxable Sales from Onsite Commercial Development				*Total Taxable Sales*			
Retail Commercial	$240	$69,741,633	$166,866,633	$269,541,633	$377,766,633	$581,118,633	$675,503,043
Total		**$69,741,633**	**$166,866,633**	**$269,541,633**	**$377,766,633**	**$581,118,633**	**$675,503,043**
Less Total Annual Taxable Sales from Market Support (within the Project) [2]		$2,772,967	$5,295,386	$8,360,377	$10,982,243	$13,084,068	$13,842,372
Annual Sales Less Market Support		**$66,968,666**	**$161,571,247**	**$261,181,256**	**$366,784,390**	**$568,034,565**	**$661,660,671**
	Shift from Existing Retail						
Less Shift of Sales from Existing Regional and Community Retail to the Project [3]	10%	$6,696,867	$16,157,125	$26,118,126	$36,678,439	$56,803,456	$66,166,067
Total Taxable Sales from Retail Commercial Uses		**$60,271,799**	**$145,414,122**	**$235,063,130**	**$330,105,951**	**$511,231,108**	**$595,494,604**
Occupied Nonretail Commercial Uses				*Occupied Building Square Feet*			
Office Commercial		$60,119	$94,806	$129,494	$164,181	$233,556	$241,507
Industrial		-	-	$1,021,339	$2,649,686	$3,626,694	$3,626,694
Total		**$60,119**	**$94,806**	**$1,150,833**	**$2,813,867**	**$3,860,250**	**$3,868,201**
Total Taxable Sales from Nonretail Commercial Uses				*Total Taxable Sales*			
Office Commercial	$5	$300,595	$474,032	$647,470	$820,907	$1,167,782	$1,207,534
Industrial	$5	-	-	$5,106,694	$13,248,428	$18,133,469	$18,133,469
Total		**$300,595**	**$474,032**	**$5,754,164**	**$14,069,336**	**$19,301,251**	**$19,341,003**
Total Taxable Sales from Nonretail Commercial Development		**$300,595**	**$474,032**	**$5,754,164**	**$14,069,336**	**$19,301,251**	**$19,341,003**
Total Taxable Sales from Onsite Commercial Uses		**$60,572,394**	**$145,888,155**	**$240,817,294**	**$344,175,286**	**$530,532,359**	**$614,835,607**

sales b

Source: U.S. Department of Labor Bureau of Labor Statistics; Urban Land Institute; EPS.

[1] See Table D-4 for the taxable retail sales calculation. All retail is assumed to be community serving retail. Sales per square foot for the Retail space is based on average total sales per square foot figure derived from BizMiner and eMarketer data (escalated to 2020$) and converts total sales to taxable sales per square foot to account for a small portion of non-taxable goods sold.
[2] Estimated in Table B-5A.
[3] Represents a discount factor to account for taxable sales transactions that may shift from the City's existing retail centers to those included in the Project. Applied only to the Retail uses within the Project.

APPENDIX C:

General Fund Expenditure Analysis

Table C-1 Expenditure-Estimating Procedures Based on City of Lathrop FY 2020-21 Budget H-16

Table C-2 Estimated Annual General Fund Expenditures H-17

Table C-1
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Stockton
Expenditure-Estimating Procedures Based on City of Stockton FY 2020-21 Budget (2020$)

City of Stockton

Item	Estimating Procedure	FY 2020-21 Budgeted Expenditures [1]	Less Offsetting Revenue	FY 2020-21 Net City Expenditures	Population or Persons Served	FY 2020-21 Avg. Cost	Adjustment Factor [2]	FY 2020-21 Avg. Cost
General Fund								
General Government Administration	Persons Served	$16,978,158	($187,500)	$16,790,658	380,022	$44.18	100%	$44.18
Police Services	Persons Served	$136,160,466	($7,648,853)	$128,511,613	380,022	$338.17	100%	$338.17
Fire Services	Persons Served	$48,088,874	($4,678,487)	$43,410,387	380,022	$114.23	100%	$114.23
Fire Station Expenditures [3]	Case Study	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Public Works	Persons Served	$16,015,900	($37,355)	$15,978,545	380,022	$42.05	100%	$42.05
Economic Development	Persons Served	$1,452,575	($140,304)	$1,312,271	380,022	$3.45	100%	$3.45
Office of Violence Prevention	Persons Served	$1,967,245	-	$1,967,245	380,022	$5.18	100%	$5.18
Library and Recreation (prior to 2034) [4]	Per Capita	$7,550,000	-	$7,550,000	318,522	$23.70	100%	$23.70
Library and Recreation (2034 and beyond) [4]	Per Capita	$24,697,929	-	$24,697,929	318,522	$77.54	100%	$77.54
Entertainment Venues	Per Capita	$4,785,000	-	$4,785,000	318,522	$15.02	100%	$15.02
Downtown Marina	Per Capita	$297,000	-	$297,000	318,522	$0.93	100%	$0.93
Golf Courses	Per Capita	$550,000	-	$550,000	318,522	$1.73	100%	$1.73
Grant Match	[5]	$100,000	-	$100,000	N/A	-	100%	-
Development Services	Persons Served	$800,000	-	$800,000	380,022	$2.11	100%	$2.11
Low and Moderate Income Housing	[5]	-	-	-	N/A	-	100%	-
Radio and Retirement ISF	[5]	$5,250,000	-	$5,250,000	N/A	-	100%	-
Subtotal Annual General Fund Expenditures		**$264,693,147**	**($12,692,499)**	**$252,000,648**				
Debt Service	[5]	$1,837,175	-	$1,837,175	N/A	-	100%	-
Contingency	[5]	$2,000,000	-	$2,000,000	N/A	-	100%	-
Total Annual General Fund Expenditures		**$268,530,322**	**($12,692,499)**	**$255,837,823**				
Available Balance	[6]	($45,079,996)		($45,079,996)				

exp

Source: City of Stockton Fiscal Year 2020-21 Approved Annual Budget; City of Stockton; EPS.

[1] Represents the approved FY 2020-21 budgeted expenditures.

[2] An adjustment factor may be used to reflect the fact that new employees may not increase certain General Fund department expenditures at a 1:1 ratio. This analysis does not assume an adjustment at this time.

[3] Based on conversations with the Fire Chief it is anticipated that an additional fire station would be required to serve the anticipated development south of the City. The annual operating costs related to the operation of the additional fire station have been included as an additional annual expenditure in all phases of development.

[4] Under current budget conditions, Library and Recreation funding includes support from Sales Tax Measure M. This sales tax measure is expected to expire in 2034 and is not anticipated to be renewed. As a result all Library and Recreation expenditures currently funded through Measure M are expected to be absorbed by the City General Fund beginning in 2034.

[5] This expenditure category is not expected to be affected by the project and not evaluated as part of this analysis.

[6] Available Balance reflects surplus annual General Fund Revenues beyond those required to fund all annual General Fund Expenditures.

Attachment H: Stockton Fiscal Impact Analysis

Table C-2
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Stockton
Estimated Annual General Fund Expenditures (2020$)

City of Stockton

Expenditure Category	Estimated Annual Expenditure [1]					
	2025	2030	2035	2040	2050	Buildout (2060)
General Fund						
General Government Administration	$52,781	$108,196	$178,247	$243,094	$304,513	$326,672
Police Services	$403,972	$828,110	$1,364,263	$1,860,582	$2,330,670	$2,500,269
Fire Services	$136,459	$279,730	$460,839	$628,493	$787,285	$844,575
Fire Station Expenditures [2]	$2,300,000	$2,300,000	$2,300,000	$2,300,000	$2,300,000	$2,300,000
Public Works	$50,228	$102,963	$169,626	$231,336	$289,785	$310,872
Economic Development	$4,125	$8,456	$13,931	$18,999	$23,799	$25,531
Office of Violence Prevention	$6,184	$12,677	$20,884	$28,482	$35,678	$38,274
Library and Recreation (prior to 2034) [3]	$17,924	$34,635	-	-	-	-
Library and Recreation (2034 and beyond) [3]	-	-	$171,610	$206,778	$206,778	$206,778
Entertainment Venues	$11,360	$21,951	$33,248	$40,061	$40,061	$40,061
Downtown Marina	$705	$1,362	$2,064	$2,487	$2,487	$2,487
Golf Courses	$1,306	$4,228	$6,966	$9,500	$11,901	$12,767
Development Services	$2,515	$5,155	$8,493	$11,582	$14,509	$15,564
Total Annual General Fund Expenditures	**$2,987,559**	**$3,707,464**	**$4,730,170**	**$5,581,394**	**$6,347,464**	**$6,623,849**

exp est

Source: City of Stockton Fiscal Year 2020-21 Approved Annual Budget; EPS.

[1] Annual expenditure estimated on a per persons served or per capita basis. Refer to Table C-1 for estimating procedure and Table A-5 for population and employment estimates.

[2] Based on conversations with the Fire Chief it is anticipated that an additional fire station would be required to serve the anticipated development south of the City. This analysis assumes the required station will be developed and staffed within the first phase of development. Based on information provided by the Fire Chief, current as of July 2020, the additional station would require nine additional firefighters to staff an engine and company for a total annual expenditure increase of $2,300,000. The fire station expenditures have been included in this analysis in addition to the per persons served multiplier expenditures.

[3] Under current budget conditions, Library and Recreation funding includes support from Sales Tax Measure M. This sales tax measure is expected to expire in 2034 and is not anticipated to be renewed. As a result, all Library and Recreation expenditures currently funded through Measure M are expected to be absorbed by the City General Fund beginning in 2034.

APPENDIX D:

Supporting Tables for Revenue and Expenditure Analysis

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Table D-1
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Stockton
Preliminary Property Tax Allocations for Annexation Area

City of Stockton

Tax Code	Entity	Existing Tax Rate Area (TRA) Post-ERAF Distribution [1]		Gross Revenue (FY 2019-20) [1]			Property Tax Sharing Agreement [2]	Post Annexation Average Base Revenue	Post Annexation Average Post-ERAF Distribution
		TRA 102-135	TRA 102-032	TRA 102-135	TRA 102-032	Total			
Formula		*a*	*b*	*e*	*f*	*g = e + f*	*h*	*e = d * $278,126*	*f = e / $769,158*
Subject to Detachment									
10001	County General	22.29650%	22.30610%	$172,291	($796)	$171,495	80%	$222,501	28.92784%
10527	Road District 1	4.26040%	4.26030%	$32,921	($152)	$32,769	-	-	0.00000%
14401	French Camp-Mc Kinley Rural Fire	9.60300%	9.60300%	$74,205	($343)	$73,862	-	-	0.00000%
40400	City of Stockton	0.00000%	0.00000%	-	-	-	20%	$55,625	7.23196%
	Subtotal	**36.15990%**	**36.16940%**	**$279,417**	**($1,291)**	**$278,126**	**100%**	**$278,126**	**36.15980%**
Not Subject to Detachment									
10618	County Library	1.80010%	1.80010%	$13,910	($64)	$13,846	-	$13,846	1.80013%
12601	Manteca Unified Schools	29.58380%	29.58380%	$228,602	($1,056)	$227,546	-	$227,546	29.58378%
13001	S.J. Delta Comm College	4.00510%	4.00510%	$30,949	($143)	$30,806	-	$30,806	4.00514%
13201	County Office Of Education	1.43850%	1.42890%	$11,116	($51)	$11,065	-	$11,065	1.43855%
16001	Sjc Flood Control	0.17560%	0.17570%	$1,357	($6)	$1,351	-	$1,351	0.17564%
21901	Sjc Mosquito Abatement	0.78840%	0.78840%	$6,092	($28)	$6,064	-	$6,064	0.78838%
41100	ERAF - Educational Revenue Augmentation Fund	26.04860%	26.04860%	$201,285	($930)	$200,355	-	$200,355	26.04859%
	Subtotal	**63.84010%**	**63.83060%**	**$493,311**	**($2,279)**	**$491,032**	-	**$491,032**	**63.84020%**
Total		**100.00000%**	**100.00000%**	**$772,729**	**($3,570)**	**$769,158**	**100%**	**$769,158**	**100.00000%**

TRA

Source: San Joaquin County Auditor-Controller; EPS.

[1] Provided by the San Joaquin County Auditor-Controller.
[2] Based on the most recent tax-sharing agreement between San Joaquin County and the City of Stockton dated August 2015 related to annexed areas to the City.

Attachment H: Stockton Fiscal Impact Analysis

Table D-2
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Stockton
Cumulative Assessed Valuation (2020$)

City of Stockton

Item	Rounded Value per Unit/Sq. Ft. [1]	Total Assessed Value (2020$) 2025	2030	2035	2040	2050	Buildout (2060)
Development Projections in Current City Limits							
Residential Land Uses	*per Unit*						
Low Density Residential	$425,000	$79,458,000	$79,458,000	$79,458,000	$79,458,000	$79,458,000	$79,458,000
High Density Residential	$200,000	$15,000,000	$75,000,000	$139,000,000	$177,600,000	$177,600,000	$177,600,000
Subtotal Residential		**$94,458,000**	**$154,458,000**	**$218,458,000**	**$257,058,000**	**$257,058,000**	**$257,058,000**
Nonresidential Land Uses	*per Sq. Ft.*						
Retail Commercial	$250	$37,912,875	$59,787,875	$81,662,875	$103,537,875	$147,287,875	$152,301,625
Office Commercial	$250	$16,248,375	$25,623,375	$34,998,375	$44,373,375	$63,123,375	$65,272,125
Industrial	$100	-	-	$110,415,000	$286,452,500	$392,075,000	$392,075,000
Subtotal Nonresidential		**$54,161,250**	**$85,411,250**	**$227,076,250**	**$434,363,750**	**$602,486,250**	**$609,648,750**
Total All Land Uses		**$148,619,250**	**$239,869,250**	**$445,534,250**	**$691,421,750**	**$859,544,250**	**$866,706,750**
Development Projections in Annexation Areas							
Nonresidential Land Uses	*per Sq. Ft.*						
Retail Commercial	$250	$40,625,000	$128,125,000	$221,875,000	$321,875,000	$507,125,000	$608,400,000
Subtotal Nonresidential		**$40,625,000**	**$128,125,000**	**$221,875,000**	**$321,875,000**	**$507,125,000**	**$608,400,000**
Total All Land Uses		**$40,625,000**	**$128,125,000**	**$221,875,000**	**$321,875,000**	**$507,125,000**	**$608,400,000**
Total City of Stockton Development Projections							
Residential Land Uses	*per Unit*						
Low Density Residential	$425,000	$79,458,000	$79,458,000	$79,458,000	$79,458,000	$79,458,000	$79,458,000
High Density Residential	$200,000	$15,000,000	$75,000,000	$139,000,000	$177,600,000	$177,600,000	$177,600,000
Subtotal Residential		**$94,458,000**	**$154,458,000**	**$218,458,000**	**$257,058,000**	**$257,058,000**	**$257,058,000**
Nonresidential Land Uses	*per Sq. Ft.*						
Retail Commercial	$250	$78,537,875	$187,912,875	$303,537,875	$425,412,875	$654,412,875	$760,701,625
Office Commercial	$250	$16,248,375	$25,623,375	$34,998,375	$44,373,375	$63,123,375	$65,272,125
Industrial	$100	-	-	$110,415,000	$286,452,500	$392,075,000	$392,075,000
Subtotal Nonresidential		**$94,786,250**	**$213,536,250**	**$448,951,250**	**$756,238,750**	**$1,109,611,250**	**$1,218,048,750**
Total All Land Uses		**$189,244,250**	**$367,994,250**	**$667,409,250**	**$1,013,296,750**	**$1,366,669,250**	**$1,475,106,750**

AV

Source: Costar; CBRE; The Gregory Group; EPS.

[1] Refer to Table A-5 for details.

Table D-3
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Stockton
Estimated Average Annual Household Income (2020$)

City of Stockton

Residential Land Use	Estimated Home Value [1]	Total Annual Mortgage or Rent [2]	Estimated Household Income [3]	Taxable Expenditures as a Percent of Income [4]	Annual Taxable Expenditures per Household (Rounded)
Owner-Occupied Residential					
Low Density Residential	$425,000	$32,202	$92,000	26%	$24,000
Renter-Occupied Residential					
High Density Residential	$200,000	$18,000	$51,000	30%	$15,000

income

Source: Costar; Gregory Group; Bureau of Labor Statistics; EPS.

[1] See Table A-5 for detail on estimated values for residential units.

[2] Based on a 5%, 30-year fixed-rate mortgage with a 20% down payment, $150 monthly Homeowner's association dues and 2% annual taxes and insurance.
High density residential based on an average monthly rent assumption of $1,500 based on data on similar multifamily residential obtained from Costar, September 2019 with an average unit size of 1,000 square feet.

[3] Assumes 35% of income dedicated to housing costs (mortgage, taxes, insurance, and HOA dues) or rent payments. Rounded to the nearest $1,000.

[4] Based on household expenditures data from the Bureau of Labor Statistics, 2018 Consumer Expenditure Survey.

Table D-4
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - City of Stockton
Total and Taxable Retail Sales per Square Feet (2020$)

Item	Original Data [see Note]	Escalated Data (2020$) [1]	Total Retail Sales per Square Foot: Total Retail Sales by Shopping Center Type: Neighborhood % [2]	Neighborhood No.	Community % [2]	Community No.	Regional % [2]	Regional No.
Total Retail Sales per Square Foot								
Motor Vehicle and Parts Dealers [3]	$250	$279	3%	$8	2%	$6	1%	$3
Home Furnishings and Appliance Stores	$525	$586	0%	$0	7%	$41	10%	$59
Bldg. Matrl. and Garden Equip. and Supplies	$356	$398	0%	$0	15%	$60	1%	$4
Food and Beverage Stores [4]	-	$578	55%	$318	24%	$139	3%	$17
Gasoline Stations [5]	$1,321	$1,664	1%	$17	2%	$33	1%	$17
Clothing and Clothing Accessories Stores	$370	$413	2%	$8	5%	$21	20%	$83
General Merchandise Stores	$360	$402	5%	$20	20%	$80	20%	$80
Food Services and Drinking Places	$492	$550	8%	$44	10%	$55	20%	$110
Other Retail	$209	$234	12%	$28	7%	$16	18%	$42
Nonretail [6]	NA	$0	14%	$0	8%	$0	6%	$0
Total			**100%**	**$440**	**100%**	**$450**	**100%**	**$410**
Taxable Retail Sales per Square Foot by Retail Center Type								
Percent Taxable by Shopping Center Type [7]				44%		54%		98%
Taxable Sales per Square Foot (Rounded)				**$190**		**$240**		**$400**

retail sales

Note: Original data is based on an average of multiple sources and is presented in 2016$ unless noted otherwise in footnotes.

Source: BizMiner 2016; ULI Dollars & Cents 2008; State of California Board of Equalization (BOE) Publication 61; Bureau of Labor Statistics, "CPI-All Urban Consumers (Current Series) - West Urban"; RetailSails http://retailsails.files.wordpress.com/2011/09/rs_spsf.pdf; eMarketer pulled February 2019; respective annual 10-K reports; EPS.

[1] Sales adjusted to year-end 2020 based on the Consumer Price Index, All items in West urban, all urban consumers, not seasonally adjusted:

Year	CPI	Adjustment to 2020$
2008	219.65	25.9%
2016	247.71	11.7%
2018	263.26	5.1%
2019	270.35	2.3%
2020	276.59	0.0%

[2] Reflects percentage of total square footage by retail category by retail center type, estimated based on ULI's Dollars & Cents 2008.
[3] Reflects motor vehicle parts only; excludes taxable sales per square foot for dealerships.
[4] Sales per square foot for Food and Beverage stores estimated based on the averages from BizMiner, RetailSales, eMarketer, and annual 10-K reports, escalated to 2020$.
[5] Estimated using ULI's Dollars & Cents, 2008, escalated to 2020$.
[6] Included to account for non-taxable retail space occupants, such as services.
[7] Based on BOE Publication 61, March 2018.

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ATTACHMENT I:

San Joaquin County Fiscal Impact Analysis

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Table 2 Estimated Annual Revenues and Expenditures I-2

Attachment I: San Joaquin County Fiscal Impact Analysis

Table 1
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - San Joaquin County
Summary of Annual Surplus/Deficits (2020$)

San Joaquin County

Item	Estimated Annual Revenues/Expenditures (Rounded)					
	2025 [1]	2030	2035	2040	2050	Buildout (2060)
Annual Fiscal Impact Summary						
Prior to EIFD Allocation						
Annual General Fund Revenues	$10,131,000	$20,394,000	$28,056,000	$32,359,000	$37,918,000	$41,536,000
Annual General Fund Expenditures	$4,169,000	$7,886,000	$10,502,000	$11,861,000	$14,093,000	$15,827,000
Net General Fund Surplus/(Deficit)	**$5,962,000**	**$12,508,000**	**$17,554,000**	**$20,498,000**	**$23,825,000**	**$25,709,000**
Net of EIFD Allocation - Maximum Tax Rate						
EIFD Contribution [2]	($2,466,100)	($2,005,300)	($2,718,300)	($3,116,300)	($3,659,600)	($4,037,900)
Net General Fund Surplus/(Deficit)	**$3,495,900**	**$10,502,700**	**$14,835,700**	**$17,381,700**	**$20,165,400**	**$21,671,100**
Net of EIFD Allocation - Variable Tax Rate						
EIFD Contribution [2]	($2,466,100)	($1,303,400)	($1,291,200)	($1,480,200)	($823,400)	($908,500)
Net General Fund Surplus/(Deficit)	**$3,495,900**	**$11,204,600**	**$16,262,800**	**$19,017,800**	**$23,001,600**	**$24,800,500**

sum

Source: EPS.

[1] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[2] EIFD Allocation represents the portion of County property tax revenues diverted to the EIFD. Refer to Table B-3 for details.

Attachment I: San Joaquin County Fiscal Impact Analysis

Table 2
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - San Joaquin County
Estimated Annual Revenues and Expenditures (2020$)

San Joaquin County

Item	Estimated Annual Revenues/Expenditures (Rounded)					
	2025 [1]	2030	2035	2040	2050	Buildout (2060)
Annual General Fund Revenues (Prior to EIFD Contribution)						
Property Tax (without EIFD Contribution)	$5,213,700	$10,026,300	$13,591,500	$15,581,500	$18,298,200	$20,189,600
Property Tax in Lieu of VLF	$3,002,700	$5,774,400	$7,827,600	$8,973,700	$10,538,300	$11,627,600
Property Transfer Tax	$132,200	$243,400	$326,000	$368,800	$452,500	$519,900
Prop. 172 Public Safety Sales Tax	$1,704,100	$4,200,700	$6,111,600	$7,210,000	$8,362,500	$8,899,800
Licenses, Permits, and Franchise	$45,300	$86,900	$116,200	$131,800	$155,700	$173,700
Motor Vehicle License Fee	$6,000	$10,500	$13,600	$15,100	$18,500	$21,600
Fines, Forfeitures and Penalties	$26,900	$51,700	$69,100	$78,400	$92,600	$103,300
Total General Fund Revenue	**$10,130,900**	**$20,393,900**	**$28,055,600**	**$32,359,300**	**$37,918,300**	**$41,535,500**
Annual General Fund Expenditures						
General Government						
Legislative & Administrative	$90,000	$172,700	$231,000	$261,900	$309,400	$345,200
Finance	$589,900	$1,131,500	$1,513,900	$1,715,900	$2,027,700	$2,261,900
County Counsel	$5,300	$10,200	$13,600	$15,500	$18,300	$20,400
Human Resources	$31,700	$60,700	$81,200	$92,100	$108,800	$121,400
Elections	$65,500	$125,600	$168,000	$190,400	$225,000	$251,000
Property Management	$271,300	$520,400	$696,300	$789,200	$932,600	$1,040,300
Other General	$77,800	$149,200	$199,600	$226,300	$267,400	$298,300
Total General Government	**$1,131,500**	**$2,170,300**	**$2,903,600**	**$3,291,300**	**$3,889,200**	**$4,338,500**
Public Protection						
Judicial	$887,500	$1,702,300	$2,277,600	$2,581,500	$3,050,600	$3,403,000
Police Protection	$418,300	$802,200	$1,073,400	$1,216,600	$1,437,600	$1,603,700
Detention and Corrections	$960,300	$1,841,900	$2,464,500	$2,793,300	$3,300,900	$3,682,200
Protective Inspection	$106,100	$203,400	$272,200	$308,500	$364,600	$406,700
Other Protection	$4,700	$9,000	$12,000	$13,600	$16,100	$17,900
Total Public Protection	**$2,376,900**	**$4,558,800**	**$6,099,700**	**$6,913,500**	**$8,169,800**	**$9,113,500**
Health and Sanitation						
Health Services	$316,200	$553,800	$717,200	$792,600	$974,000	$1,137,300
Total Health and Sanitation	**$316,200**	**$553,800**	**$717,200**	**$792,600**	**$974,000**	**$1,137,300**
Public Assistance						
Administration	-	-	-	-	-	-
Aid Programs	$184,600	$323,300	$418,700	$462,700	$568,600	$663,900
General Relief	$11,200	$19,700	$25,500	$28,100	$34,600	$40,400
Other Assistance	$74,100	$129,700	$168,000	$185,700	$228,200	$266,400
Veterans Services	$3,900	$6,800	$8,800	$9,700	$11,900	$13,900
Total Public Assistance	**$273,800**	**$479,500**	**$621,000**	**$686,200**	**$843,300**	**$984,600**
Education						
Agriculture Education	$10,000	$18,000	$23,000	$25,000	$31,000	$36,000
Total Education	**$10,000**	**$18,000**	**$23,000**	**$25,000**	**$31,000**	**$36,000**
Recreation						
Recreation Services	$55,000	$96,000	$124,000	$137,000	$168,000	$196,000
Cultural Services	$6,000	$10,000	$13,000	$15,000	$18,000	$21,000
Total Recreation	**$61,000**	**$106,000**	**$137,000**	**$152,000**	**$186,000**	**$217,000**
Total General Fund Expenditures	**$4,169,400**	**$7,886,400**	**$10,501,500**	**$11,860,600**	**$14,093,300**	**$15,826,900**
EIFD Contribution [2]						
Maximum Tax Rate	($2,466,100)	($2,005,300)	($2,718,300)	($3,116,300)	($3,659,600)	($4,037,900)
Variable Tax Rate	($2,466,100)	($1,303,400)	($1,291,200)	($1,480,200)	($823,400)	($908,500)
Net General Fund Surplus/(Deficit)						
Prior to EIFD Allocation	**$5,961,500**	**$12,507,500**	**$17,554,100**	**$20,498,700**	**$23,825,000**	**$25,708,600**
Net of EIFD Allocation - Maximum Tax	**$3,495,400**	**$10,502,200**	**$14,835,800**	**$17,382,400**	**$20,165,400**	**$21,670,700**
Net of EIFD Allocation - Variable Tax	**$3,495,400**	**$11,204,100**	**$16,262,900**	**$19,018,500**	**$23,001,600**	**$24,800,100**

det sum

Source: EPS.

[1] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[2] EIFD Contribution represents the portion of County property tax revenues diverted to the EIFD. Refer to Table B-3 for details.

APPENDICES:

Appendix A: General Assumptions

Appendix B: General Fund Revenue Analysis

Appendix C: General Fund Expenditure Analysis

Appendix D: Supporting Tables for Revenue and Expenditure Analysis

APPENDIX A:

General Assumptions

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Table A-1
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - San Joaquin County
General Assumptions

	San Joaquin County
Item	**Assumption**
General Assumptions	
Fiscal Year of Budget Analysis [1]	FY 2020-21
Base Fiscal Year of Potential EIFD [2]	FY 2022-23
General Demographic Characteristics	
San Joaquin County	
Population [3]	773,632
Employees [4]	282,200
San Joaquin County Persons Served [5]	**914,732**

gen assumps

Source: California Department of Finance; EDD; U.S. Census LED; EPS.

[1] Reflects the County of San Joaquin Fiscal Year 2020-21 adopted budget. Revenues and expenditures are in 2020 dollars. This analysis does not reflect changes in values resulting from inflation or appreciation.

[2] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[3] Based on population estimates from the California Department of Finance (DOF) data for January 1, 2020.

[4] US Census Onthemap.ces.census.gov estimated a total of 251,730 jobs in San Joaquin County, CA in 2018. California EDD reports an annual average growth rate of 0.95% since 2018 for the Stockton-Lodi MSA. EPS adjusted the 2018 employment figure to arrive at a 2020 employment estimate using this growth rate and further increased the total by 10% to account for self-employed workers. Estimate is rounded to the nearest hundred employees.

[5] Persons served is defined as total population plus half of total employees. Used to estimate specific revenues and expenditures that are assumed to be impacted by growth in resident and employment populations and to avoid double counting of employees who reside in the City.

Attachment I: San Joaquin County Fiscal Impact Analysis

Table A-2
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - San Joaquin County
Cumulative Land Use Projections

San Joaquin County

Land Use	Cumulative Dwelling Units/Square Footage											
	2025 [1]		2030		2035		2040		2050		Buildout (2060)	
	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.	Dwelling Units	Building Sq. Ft.
Development Projections in Current City Limits [2]												
Residential Land Uses [4]												
Low Density Residential	1,946	-	3,169	-	4,236	-	4,793	-	6,483	-	8,004	-
High Density Residential	956	-	1,716	-	2,094	-	2,287	-	2,287	-	2,287	-
Subtotal Residential	**2,902**	**-**	**4,885**	**-**	**6,330**	**-**	**7,080**	**-**	**8,770**	**-**	**10,291**	**-**
Nonresidential Land Uses												
Retail Commercial [5]	-	1,691,971	-	4,185,528	-	5,750,736	-	6,504,146	-	7,139,848	-	7,356,351
Office Commercial [5]	-	832,363	-	2,023,383	-	2,598,924	-	2,937,792	-	3,153,260	-	3,210,967
Industrial	-	6,853,240	-	11,328,609	-	14,357,821	-	16,465,698	-	17,521,923	-	17,521,923
Subtotal Nonresidential	**-**	**9,377,573**	**-**	**17,537,520**	**-**	**22,707,480**	**-**	**25,907,636**	**-**	**27,815,031**	**-**	**28,089,241**
Total All Land Uses	**2,902**	**9,377,573**	**4,885**	**17,537,520**	**6,330**	**22,707,480**	**7,080**	**25,907,636**	**8,770**	**27,815,031**	**10,291**	**28,089,241**
Development Projections in Annexation Areas [2]												
Residential Land Uses [4]												
Low Density Residential	276	-	691	-	860	-	860	-	860	-	860	-
Subtotal Residential	**276**	**-**	**691**	**-**	**860**	**-**	**860**	**-**	**860**	**-**	**860**	**-**
Nonresidential Land Uses												
Retail Commercial [5]	-	189,953	-	677,218	-	1,391,530	-	1,944,530	-	2,685,530	-	3,090,630
Industrial	-	-	-	-	-	1,131,402	-	1,885,670	-	1,885,670	-	1,885,670
Subtotal Nonresidential	**-**	**189,953**	**-**	**677,218**	**-**	**2,522,932**	**-**	**3,830,200**	**-**	**4,571,200**	**-**	**4,976,300**
Total All Land Uses	**276**	**189,953**	**691**	**677,218**	**860**	**2,522,932**	**860**	**3,830,200**	**860**	**4,571,200**	**860**	**4,976,300**
Total San Joaquin County Development Projections												
Residential Land Uses [4]												
Low Density Residential	2,221	-	3,859	-	5,095	-	5,652	-	7,342	-	8,863	-
High Density Residential	956	-	1,716	-	2,094	-	2,287	-	2,287	-	2,287	-
Subtotal Residential	**3,177**	**-**	**5,575**	**-**	**7,189**	**-**	**7,939**	**-**	**9,629**	**-**	**11,150**	**-**
Nonresidential Land Uses												
Retail Commercial [5]	-	1,881,924	-	4,862,746	-	7,142,266	-	8,448,676	-	9,825,378	-	10,446,981
Office Commercial [5]	-	832,363	-	2,023,383	-	2,598,924	-	2,937,792	-	3,153,260	-	3,210,967
Industrial	-	6,853,240	-	11,328,609	-	15,489,223	-	18,351,368	-	19,407,593	-	19,407,593
Subtotal Nonresidential	**-**	**9,567,526**	**-**	**18,214,738**	**-**	**25,230,412**	**-**	**29,737,836**	**-**	**32,386,231**	**-**	**33,065,541**
Total All Land Uses	**3,177**	**9,567,526**	**5,575**	**18,214,738**	**7,189**	**25,230,412**	**7,939**	**29,737,836**	**9,629**	**32,386,231**	**11,150**	**33,065,541**

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Source: San Joaquin County; City of Manteca; City of Lathrop; City of Stockton; LWA; EPS.

[1] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[2] Development projections include development projections in incorporated cities as were provided by LWA based on land use data provided by the Cities of Lathrop, Manteca, and Stockton as of February, 2020.

[3] Includes development projections in the future Stockton annexation area, the future Manteca Annexation area, and the Oakwood Shores and South Lathrop developments.

[4] For purposes of this analysis, residential units were categorized as owner- or renter-occupied based on assumed density.

[5] Nonresidential commercial land use projections provided by the applicable City reflect a general commercial land use designation. This analysis assumes general commercial will comprise both retail and office land uses. EPS determined a preliminary estimated allocation of retail and office space based on the existing proportion of retail and office space in each City, the City's current General Plan, and the proposed land use plans of anticipated development projects within the EIFD boundary.

Attachment I: San Joaquin County Fiscal Impact Analysis

Table A-3
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - San Joaquin County
Cumulative Occupied Dwelling Units and Building Square Footage

San Joaquin County

Land Use	Vacancy Rate [1]	Occupied Dwelling Units/Building Square Feet					
		2025	2030	2035	2040	2050	Buildout (2060)
Development Projections in Current City Limits							
Residential Land Uses				*Occupied Dwelling Units*			
Low Density Residential	6.0%	1,829	2,979	3,982	4,505	6,094	7,523
High Density Residential	6.0%	899	1,613	1,968	2,150	2,150	2,150
Subtotal Residential		**2,728**	**4,592**	**5,950**	**6,655**	**8,244**	**9,673**
Nonresidential Land Uses				*Occupied Building Square Feet*			
Retail Commercial	7.5%	1,565,073	3,871,613	5,319,430	6,016,335	6,604,359	6,804,624
Office Commercial	7.5%	769,935	1,871,629	2,404,004	2,717,458	2,916,766	2,970,145
Industrial	7.5%	6,339,247	10,478,964	13,280,985	15,230,771	16,207,779	16,207,779
Subtotal Nonresidential		**8,674,255**	**16,222,206**	**21,004,419**	**23,964,563**	**25,728,904**	**25,982,548**
Development Projections in Annexation Areas							
Residential Land Uses				*Occupied Dwelling Units*			
Low Density Residential	6.0%	259	649	808	808	808	808
Subtotal Residential		**259**	**649**	**808**	**808**	**808**	**808**
Nonresidential Land Uses				*Occupied Building Square Feet*			
Retail Commercial	7.5%	175,707	626,427	1,287,165	1,798,690	2,484,115	2,858,833
Industrial	7.5%	-	-	1,046,547	1,744,245	1,744,245	1,744,245
Subtotal Nonresidential		**175,707**	**626,427**	**2,333,712**	**3,542,935**	**4,228,360**	**4,603,078**
Total San Joaquin County Development Projections							
Residential Land Uses				*Occupied Dwelling Units*			
Low Density Residential	6.0%	2,088	3,628	4,790	5,313	6,902	8,332
High Density Residential	6.0%	899	1,613	1,968	2,150	2,150	2,150
Subtotal Residential		**2,987**	**5,241**	**6,758**	**7,463**	**9,052**	**10,481**
Nonresidential Land Uses				*Occupied Building Square Feet*			
Retail Commercial	7.5%	1,740,779	4,498,040	6,606,596	7,815,025	9,088,474	9,663,457
Office Commercial	7.5%	769,935	1,871,629	2,404,004	2,717,458	2,916,766	2,970,145
Industrial	7.5%	6,339,247	10,478,964	14,327,532	16,975,016	17,952,024	17,952,024
Subtotal Nonresidential		**8,849,962**	**16,848,633**	**23,338,131**	**27,507,498**	**29,957,264**	**30,585,625**

occupied

Source: California Department of Finance; San Joaquin County; Costar; LWA; EPS.

[1] For details pertaining to vacancy rate assumptions, refer to Table A-5.

ATTACHMENT A
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Table A-4
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - San Joaquin County
Cumulative Estimated Population and Employees

San Joaquin County

Land Use	Assumption [1]	Estimated Population/Employees 2025	2030	2035	2040	2050	Buildout (2060)
Project Residents							
Residential Land Uses	*PPH*						
Low Density Residential	3.30	6,891	11,972	15,806	17,534	22,776	27,494
High Density Residential	2.50	2,247	4,033	4,921	5,374	5,374	5,374
Subtotal Residential		**9,138**	**16,005**	**20,727**	**22,908**	**28,150**	**32,868**
Total Resident Population		**9,138**	**16,005**	**20,727**	**22,908**	**28,150**	**32,868**
Project Employees							
Nonresidential Land Uses	*Sq. Ft. per Emp.*						
Retail Commercial	400	4,352	11,245	16,516	19,538	22,721	24,159
Office Commercial	400	1,925	4,679	6,010	6,794	7,292	7,425
Industrial	2,000	3,170	5,239	7,164	8,488	8,976	8,976
Subtotal Nonresidential		**9,447**	**21,163**	**29,690**	**34,820**	**38,989**	**40,560**
Total Employee Population		**9,447**	**21,163**	**29,690**	**34,820**	**38,989**	**40,560**
Project Persons Served		**13,862**	**26,587**	**35,572**	**40,318**	**47,645**	**53,148**

pop

Source: California Department of Finance; EPS.

[1] For persons per household and square feet per employee assumptions, refer to Table A-5.

Table A-5
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - San Joaquin County
Land Use Assumptions

	San Joaquin County

Land Use	Estimated Assessed Value [1]	Property Turnover Rate [2]	Vacancy Rate [3]	Persons per Household/ Sq. Ft. per Employee [4]
Residential Land Uses	*per Unit*			
Low Density Residential [5]	$510,427	14.3%	6.0%	3.30
High Density Residential	$200,000	6.7%	6.0%	2.50
Nonresidential Land Uses	*per Sq. Ft.*			
Retail Commercial	$250	5.0%	7.5%	400
Office Commercial	$250	5.0%	7.5%	400
Industrial	$100	5.0%	7.5%	2,000

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Source: The Gregory Group; Costar; Colliers, International; CBRE; US Census; EPS.

[1] Residential assessed values are based on sales data of comparable products as obtained through The Gregory Group for the last 4 quarters (Q1 2020 through Q4 2020). Nonresidential values per square foot based on comparable transaction data for transactions made in San Joaquin County since 2005 obtained from Costar, data accessed on March 25, 2021.

[2] Owner-occupied residential assumed to turn over once every 7 years and renter-occupied residential is assumed to turn over once every 15 years. Nonresidential uses are assumed to turn over once every 20 years.

[3] Residential vacancy rates obtained from the US Census American Community Survey, 2018 estimates, for San Joaquin County. Commercial and industrial vacancy rates based on Q3 2019 Costar and Q3 2019 Colliers International market reports for the Stockton/Modesto area.

[4] Persons per household figures obtained from the US Census American Community Survey, 2018 estimates. Square feet per employee values are based on empirical research for proposed land uses.

[5] Estimated Countywide assessed value per unit reflects the weighted average, at buildout, of the assessed values per unit assumptions for Lathrop, Manteca, and Stockton. The assessed value per unit for low density residential is assumed to be $425,000 in the City of Stockton, $500,000 in the City of Manteca, and $525,000 in the City of Lathrop. The assumption varies in each phase based on varying amounts of low density residential development in each jurisdiction by phase.

APPENDIX B:

General Fund Revenue Analysis

Table B-1	Revenue-Estimating Procedures Based on City of Lathrop FY 2020-21 Budget	I-8
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Table B-1
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - San Joaquin County
Revenue-Estimating Procedures Based on San Joaquin County FY 2020-21 Budget (2020$)

San Joaquin County

Item	Estimating Procedure	Case Study Reference	FY 2020-21 Budgeted General Fund Revenues [1]	Offsetting Revenue	FY 2020-21 Budgeted Net General Fund Revenues	Service Population [2]	Revenue Multiplier
General Fund Revenues							
Property Tax	Case Study	Table B-3	$168,865,867	($190,792)	$168,675,075	N/A	-
Property Tax in Lieu of VLF	Case Study	Table B-3	$95,777,111	-	$95,777,111	N/A	-
Property Transfer Tax	Case Study	Table B-4	$5,016,651	-	$5,016,651	N/A	-
Sales and Use Tax	[3]	-	$22,156,588	-	$22,156,588	N/A	-
Prop. 172 Public Safety Sales Tax	Case Study	Table B-5	$67,134,327	-	$67,134,327	N/A	-
Transient Occupancy Tax	[4]	-	$510,000	($510,000)	$0	N/A	-
Licenses, Permits, and Franchise	Persons Served	-	$8,598,700	($5,609,526)	$2,989,174	914,732	$3.27
Intergovernmental Revenue	[4]	-	$495,324,122	($556,335,941)	($61,011,819)	N/A	-
Motor Vehicle License Fee	Per Capita	-	$509,137	-	$509,137	773,632	$0.66
Current Service Charges	[4]	-	$45,015,682	($44,355,867)	$659,815	N/A	-
Fines, Forfeitures and Penalties	Persons Served	-	$5,344,414	($3,566,648)	$1,777,766	914,732	$1.94
Use of Money and Property	[4]	-	$6,471,039	($946,039)	$5,525,000	N/A	-
Other Taxes - Racehorse	[4]	-	$2,000	-	$2,000	N/A	-
Miscellaneous Revenues	[4]	-	$2,319,268	($2,308,468)	$10,800	N/A	-
Other	[4]	-	$57,178,862	($68,647,404)	($11,468,542)	N/A	-
Subtotal General Fund Revenue			**$980,223,768**	**($682,470,685)**	**$297,753,083**		
Contingency Fund	[4]	-	$4,974,834	($4,974,834)	$0	N/A	-
Total General Fund Revenue			**$985,198,602**	**($687,445,519)**	**$297,753,083**		

rev pro

Source: San Joaquin County Fiscal Year 2020-21 Approved Annual Budget; EPS.

[1] Includes midyear budget adjustments as presented to the County Board of Supervisors on February 23, 2021.
[2] Refer to Table A-1.
[3] It is assumed that all sales tax revenue generated by the project will be contained within City boundaries; therefore, no sales and use tax is calculated in this analysis.
[4] This revenue source is not expected to be affected by anticipated development and therefore is not evaluated in this analysis.

Attachment I: San Joaquin County Fiscal Impact Analysis

Table B-2
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - San Joaquin County
Estimated Annual General Fund Revenues (2020$)

San Joaquin County

Revenue Category	Case Study Reference	Estimated Annual Revenue (Rounded)					
		2025	2030	2035	2040	2050	Buildout (2060)
General Fund Revenues							
Property Tax (without EIFD Contribution)	Table B-3	$5,213,691	$10,026,311	$13,591,493	$15,581,504	$18,298,205	$20,189,567
Property Tax in Lieu of VLF	Table B-3	$3,002,700	$5,774,400	$7,827,600	$8,973,700	$10,538,300	$11,627,600
Property Transfer Tax	Table B-4	$132,200	$243,400	$326,000	$368,800	$452,500	$519,900
Prop. 172 Public Safety Sales Tax	Table B-5	$1,704,067	$4,200,671	$6,111,610	$7,209,969	$8,362,507	$8,899,797
Licenses, Permits, and Franchise	-	$45,300	$86,900	$116,200	$131,800	$155,700	$173,700
Motor Vehicle License Fee	-	$6,000	$10,500	$13,600	$15,100	$18,500	$21,600
Fines, Forfeitures and Penalties	-	$26,900	$51,700	$69,100	$78,400	$92,600	$103,300
Total General Fund Revenue		**$10,130,859**	**$20,393,881**	**$28,055,604**	**$32,359,273**	**$37,918,311**	**$41,535,464**
EIFD Contribution - Maximum Tax Rate							
Less EIFD Contribution		($2,466,076)	($2,005,262)	($2,718,299)	($3,116,301)	($3,659,641)	($4,037,913)
Net General Fund Revenues		**$7,664,783**	**$18,388,619**	**$25,337,305**	**$29,242,972**	**$34,258,670**	**$37,497,551**
EIFD Contribution - Variable Tax Rate							
Less EIFD Contribution		($2,466,076)	($1,303,420)	($1,291,192)	($1,480,243)	($823,419)	($908,531)
Net General Fund Revenues		**$7,664,783**	**$19,090,461**	**$26,764,412**	**$30,879,030**	**$37,094,892**	**$40,626,934**

rev

Source: San Joaquin County Fiscal Year 2020-21 Approved Annual Budget; EPS.

Attachment I: San Joaquin County Fiscal Impact Analysis

Table B-3
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - San Joaquin County
Estimated Annual Property Tax Revenues (2020$)

San Joaquin County

Item	Assumption/ Source	Formula	Estimated Property Tax Revenues (2020$) 2025	2030	2035	2040	2050	Buildout (2060)
Assessed Value of New Development	Table D-2							
Assessed Value of New Development in Current City Limits		*a*	$2,483,977,808	$4,618,659,097	$6,067,767,380	$6,872,949,747	$8,078,614,747	$8,945,692,247
Assessed Value of New Development in Annexation Area		*b*	$185,363,250	$514,679,500	$890,897,700	$1,104,574,500	$1,289,824,500	$1,391,099,500
Total Assessed Value		***c = a + b***	**$2,669,341,058**	**$5,133,338,597**	**$6,958,665,080**	**$7,977,524,247**	**$9,368,439,247**	**$10,336,791,747**
Property Tax Revenue (1% of Assessed Value)	1.0000%							
Property Tax Revenue in Current City Limits		*d = a * 1.00%*	$24,839,778	$46,186,591	$60,677,674	$68,729,497	$80,786,147	$89,456,922
Property Tax Revenue in Annexation Areas		*e = b * 1.00%*	$1,853,633	$5,146,795	$8,908,977	$11,045,745	$12,898,245	$13,910,995
Total Property Tax Revenue		***f = d + e***	**$26,693,411**	**$51,333,386**	**$69,586,651**	**$79,775,242**	**$93,684,392**	**$103,367,917**
Estimated Property Tax Allocation								
Estimated Property Tax Allocation in Current City Limits [1]								
San Joaquin County General Fund	19.5318%	*g = d * 19.53%*	$4,851,644	$9,021,051	$11,851,414	$13,424,076	$15,778,951	$17,472,506
Other Agencies/ERAF	80.4682%	*h = d * 80.47%*	$19,988,134	$37,165,540	$48,826,260	$55,305,421	$65,007,196	$71,984,417
Property Tax Allocation in Annexation Areas [2]								
San Joaquin County General Fund	27.3226%	*i = e * 27.32%*	$362,047	$1,005,259	$1,740,079	$2,157,428	$2,519,253	$2,717,061
Other Agencies/ERAF	72.6774%	*j = e * 72.68%*	$1,491,586	$4,141,536	$7,168,898	$8,888,317	$10,378,992	$11,193,934
Subtotal San Joaquin County General Fund Property Tax		***k = g + i***	**$5,213,691**	**$10,026,311**	**$13,591,493**	**$15,581,504**	**$18,298,205**	**$20,189,567**
EIFD Allocation - Maximum Tax Rate								
EIFD Allocation Percentage [3]		*l*	47.3%	20.0%	20.0%	20.0%	20.0%	20.0%
EIFD Allocation		*m = k * l*	$2,466,076	$2,005,262	$2,718,299	$3,116,301	$3,659,641	$4,037,913
Net San Joaquin County General Fund Property Tax		***n - k - m***	**$2,747,615**	**$8,021,048**	**$10,873,195**	**$12,465,203**	**$14,638,564**	**$16,151,654**
EIFD Allocation - Variable Tax Rate								
EIFD Allocation Percentage [3]		*l*	47.3%	13.0%	9.5%	9.5%	4.5%	4.5%
EIFD Allocation		*m = k * l*	$2,466,076	$1,303,420	$1,291,192	$1,480,243	$823,419	$908,531
Net San Joaquin County General Fund Property Tax		***n - k - m***	**$2,747,615**	**$8,722,890**	**$12,300,301**	**$14,101,261**	**$17,474,786**	**$19,281,037**

Attachment I: San Joaquin County Fiscal Impact Analysis

Table B-3
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - San Joaquin County
Estimated Annual Property Tax Revenues (2020$)

San Joaquin County

Item	Assumption/ Source	Formula	Estimated Property Tax Revenues (2020$) 2025	2030	2035	2040	2050	Buildout (2060)
Property Tax In-Lieu of Motor Vehicle In-Lieu Fee Revenue (VLF)								
Total Countywide Assessed Value [4]		*o*	$85,144,874,422	$85,144,874,422	$85,144,874,422	$85,144,874,422	$85,144,874,422	$85,144,874,422
Total Assessed Value of Project		*p*	$2,669,341,058	$5,133,338,597	$6,958,665,080	$7,977,524,247	$9,368,439,247	$10,336,791,747
Total Assessed Value		*q = o + p*	**$87,814,215,480**	**$90,278,213,019**	**$92,103,539,502**	**$93,122,398,669**	**$94,513,313,669**	**$95,481,666,169**
Percent Change in AV		*r = p / o*	3.14%	6.03%	8.17%	9.37%	11.00%	12.14%
Property Tax In-Lieu of VLF [5]	**$95,777,111**	***s = r * $95,777,111***	**$3,002,668**	**$5,774,350**	**$7,827,610**	**$8,973,696**	**$10,538,298**	**$11,627,571**

prop tax

Source: San Joaquin County; San Joaquin County Auditor-Controller; EPS.

[1] Reflects the average property tax allocation to the County General Fund for all TRAs within the 200-year flood plain that are within the boundaries of the Cities of Lathrop, Manteca, and Stockton. TRAs include: 002-000, 002-060, 002-063, 002-064, 002-087, 002-088, 003-159, 003-206, 003-238, 003-240, 003-289, 003-312, 003463, 003-464, 007-000, 007-002, 007-007, 007-008, 007-010, 007-012, 007-013, 007-014, 007-022, 007-029, 007-032, 007-041, 007-043, 007-046, 007-047, 007-048, 007-049, 007-071, and 007-074.
[2] Refer to Table D-1 for details.
[3] EIFD allocation percentage represents the portion of property tax revenues to be diverted to the EIFD. Alocation percentages are negotiated allocation amounts based on discussions between the County, the Cities of Lathrop, Stockton, and Manteca, and Project Consultants. Reflects the Initial Base Rate for the period ending 2029 and the Maximum Tax Allocation Rate for 2030 and beyond.
[4] Reflects Assessed Valuation for FY 2020-21. Includes countywide secured, unsecured, homeowner exemption, and public utility roll.
[5] Property tax in-lieu of VLF amount derived from the San Joaquin County FY 2020-21 Annual Budget. Refer to Table B-1 for details.

Table B-4
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - San Joaquin County
Real Property Transfer Tax (2020$)

San Joaquin County

Item	Assumption/ Source	Estimated Annual Property Transfer Tax Revenue (2020$)					
		2025	2030	2035	2040	2050	Buildout (2060)
Rate per $1,000 of AV	$0.55						
Project Assessed Value	Table D-2						
Owner-Occupied Residential		$1,114,245,500	$1,935,745,500	$2,555,645,500	$2,838,370,500	$3,725,620,500	$4,524,145,500
Renter-Occupied Residential		$191,200,000	$343,200,000	$418,800,000	$457,400,000	$457,400,000	$457,400,000
Nonresidential		$1,363,895,558	$2,854,393,097	$3,984,219,580	$4,681,753,747	$5,185,418,747	$5,355,246,247
Total Assessed Value		**$2,669,341,058**	**$5,133,338,597**	**$6,958,665,080**	**$7,977,524,247**	**$9,368,439,247**	**$10,336,791,747**
Turnover Rate							
Owner-Occupied Residential	14.30%						
Renter-Occupied Residential	6.70%						
Nonresidential	5.00%						
Annual Transfer Tax Revenue [1]							
Owner-Occupied Residential		$87,635	$152,246	$201,002	$223,238	$293,020	$355,824
Renter-Occupied Residential		$7,046	$12,647	$15,433	$16,855	$16,855	$16,855
Nonresidential		$37,507	$78,496	$109,566	$128,748	$142,599	$147,269
Total Annual Transfer Tax Revenue		**$132,188**	**$243,389**	**$326,000**	**$368,841**	**$452,474**	**$519,949**

transfer

Source: San Joaquin County Auditor Assessor; San Joaquin County; EPS

[1] Formula for Transfer Tax = Assessed Value/$1,000 * Rate per $1,000 of Assessed Value * Turnover rate.

Attachment I: San Joaquin County Fiscal Impact Analysis

Table B-5
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - San Joaquin County
Estimated Annual Taxable Sales and Use Tax Revenue (2020$)

San Joaquin County

Item	Formula	Source/ Assumptions	Annual Sales Tax Revenue					
			2025	2030	2035	2040	2050	Buildout (2060)
Estimated Annual Taxable Sales								
Annual Taxable Sales from Market Support (Residents and Employees)	*a*	Table B-5A	$59,945,710	$109,328,494	$144,085,582	$161,240,158	$195,743,518	$224,702,686
Annual Taxable Sales from Onsite Commercial Uses	*b*	Table B-5B	$379,767,600	$974,602,038	$1,432,939,055	$1,699,202,239	$1,962,096,751	$2,071,778,709
Annual Taxable Sales from Total Net New Development	*c = a + b*		**$439,713,310**	**$1,083,930,532**	**$1,577,024,637**	**$1,860,442,397**	**$2,157,840,269**	**$2,296,481,395**
County Prop 172 Public Safety Sales Tax Revenue								
County Prop 172 Sales Tax Rate	*d*	0.50%						
County Share of Prop 172 Revenue [1]	*e*	95.00%						
Adjustment for Unincorporated County Costs [2]	*f*	81.59%						
County Prop 172 Public Safety Sales Tax Revenue	***g = c * d * e * f***		**$1,704,067**	**$4,200,671**	**$6,111,610**	**$7,209,969**	**$8,362,507**	**$8,899,797**

sales

Source: San Joaquin County; California State Board of Equalization; EPS.

[1] Provided by San Joaquin County.
[2] Represents an adjustment made to account for the portion of Proposition 172 revenues allocated to services provided only to the unincorporated portions of the County.

Attachment I: San Joaquin County Fiscal Impact Analysis

Table B-5A
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - San Joaquin County
Estimated Annual Taxable Sales from Proposed Development, Market Support Method (2020$)

San Joaquin County

Annual Taxable Sales from Market Support	Assumption	Estimated Annual Taxable Sales (2020$) 2025	2030	2035	2040	2050	Buildout (2060)
Annual Taxable Sales from New Residents							
Residential Development	Table A-3			*Occupied Dwelling Units*			
Low Density Residential		2,088	3,628	4,790	5,313	6,902	8,332
High Density Residential		899	1,613	1,968	2,150	2,150	2,150
Total Residential Development		**2,987**	**5,241**	**6,758**	**7,463**	**9,052**	**10,481**
Taxable Retail Expenditures	*per Household [1]*			*Taxable Retail Expenditures*			
Low Density Residential	$24,000	$50,116,138	$87,069,418	$114,953,578	$127,519,498	$165,645,898	$199,959,658
High Density Residential	$15,000	$13,479,600	$24,195,600	$29,525,400	$32,246,700	$32,246,700	$32,246,700
Total Taxable Retail Expenditures		**$63,595,738**	**$111,265,018**	**$144,478,978**	**$159,766,198**	**$197,892,598**	**$232,206,358**
Estimated Countywide Capture from New Households [2]	**80%**	**$50,876,590**	**$89,012,014**	**$115,583,182**	**$127,812,958**	**$158,314,078**	**$185,765,086**
Estimated Taxable Sales Inside Project Area	50%	$25,438,295	$44,506,007	$57,791,591	$63,906,479	$79,157,039	$92,882,543
Estimated Taxable Sales Outside Project Area	50%	$25,438,295	$44,506,007	$57,791,591	$63,906,479	$79,157,039	$92,882,543
Annual Taxable Sales from New Employment							
Taxable Sales from New Employment							
Employees	Table A-4	9,447	21,163	29,690	34,820	38,989	40,560
Average Daily Taxable Sales per New Employee	$10.00						
Work Days per Year	240						
Taxable Sales from New Employees [3]	50%						
Total Taxable Sales from New Employees		**$11,336,400**	**$25,395,600**	**$35,628,000**	**$41,784,000**	**$46,786,800**	**$48,672,000**
Estimated Citywide Capture from New Employees [2]	**90%**	**$9,069,120**	**$20,316,480**	**$28,502,400**	**$33,427,200**	**$37,429,440**	**$38,937,600**
Estimated Taxable Sales Inside Project Area	70%	$6,348,384	$14,221,536	$19,951,680	$23,399,040	$26,200,608	$27,256,320
Estimated Taxable Sales Outside Project Area	30%	$2,720,736	$6,094,944	$8,550,720	$10,028,160	$11,228,832	$11,681,280
Total Annual Taxable Sales from Market Support		**$59,945,710**	**$109,328,494**	**$144,085,582**	**$161,240,158**	**$195,743,518**	**$224,702,686**
Taxable City Sales Inside Project Area		$31,786,679	$58,727,543	$77,743,271	$87,305,519	$105,357,647	$120,138,863
Taxable City Sales Outside Project Area		$28,159,031	$50,600,951	$66,342,311	$73,934,639	$90,385,871	$104,563,823

sales a

Source: Costar; Gregory Group; Bureau of Labor Statistics; San Joaquin County; EPS.

[1] For details pertaining to household taxable expenditure assumptions, refer to Table D-3.
[2] Represents the portion of household and employee retail expenditures estimated to take place in San Joaquin County.
[3] Taxable sales from employees discounted by 50% to account for employees who also are residents.

Attachment I: San Joaquin County Fiscal Impact Analysis

Table B-5B
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - San Joaquin County
Estimated Annual Taxable Sales from On-Site Nonresidential (2020$)

San Joaquin County

Item	Annual Taxable Sales per Sq. Ft. [1]	Estimated Annual Taxable Sales (2020$) 2025	2030	2035	2040	2050	Buildout (2060)
Taxable Sales from Commercial Development							
Taxable Sales Generating Occupied Commercial Development Square Feet				*Occupied Building Square Feet*			
Retail Commercial		1,740,779	4,498,040	6,606,596	7,815,025	9,088,474	9,663,457
Total		**1,740,779**	**4,498,040**	**6,606,596**	**7,815,025**	**9,088,474**	**9,663,457**
Annual Taxable Sales from On-Site Commercial Development				*Total Taxable Sales*			
Retail	$240	$417,787,076	$1,079,529,575	$1,585,582,941	$1,875,605,991	$2,181,233,835	$2,319,229,701
Total		**$417,787,076**	**$1,079,529,575**	**$1,585,582,941**	**$1,875,605,991**	**$2,181,233,835**	**$2,319,229,701**
Less Total Annual Taxable Sales from Market Support (in the Project) [2]		$31,786,679	$58,727,543	$77,743,271	$87,305,519	$105,357,647	$120,138,863
Annual Sales Less Market Support		**$386,000,397**	**$1,020,802,032**	**$1,507,839,670**	**$1,788,300,472**	**$2,075,876,188**	**$2,199,090,838**
	Shift from Existing Retail						
Less Shift of Sales from Existing Regional and Community Retail to the Project [3]	10%	$41,778,708	$107,952,958	$158,558,294	$187,560,599	$218,123,383	$231,922,970
Total Taxable Sales from Retail Commercial Uses		**$344,221,690**	**$912,849,074**	**$1,349,281,376**	**$1,600,739,873**	**$1,857,752,804**	**$1,967,167,868**
Occupied Nonretail Commercial Uses				*Occupied Building Square Feet*			
Office Commercial		769,935	1,871,629	2,404,004	2,717,458	2,916,766	2,970,145
Industrial		6,339,247	10,478,964	14,327,532	16,975,016	17,952,024	17,952,024
Total		**7,109,182**	**12,350,593**	**16,731,536**	**19,692,473**	**20,868,789**	**20,922,168**
Total Taxable Sales from Nonretail Commercial Uses				*Total Taxable Sales*			
Office Commercial	$5	$3,849,677	$9,358,146	$12,020,021	$13,587,288	$14,583,828	$14,850,723
Industrial	$5	$31,696,234	$52,394,818	$71,637,658	$84,875,078	$89,760,119	$89,760,119
Total		**$35,545,911**	**$61,752,964**	**$83,657,679**	**$98,462,367**	**$104,343,947**	**$104,610,842**
Total Taxable Sales from Nonretail Commercial Development		**$35,545,911**	**$61,752,964**	**$83,657,679**	**$98,462,367**	**$104,343,947**	**$104,610,842**
Total Nonresidential Taxable Sales		**$379,767,600**	**$974,602,038**	**$1,432,939,055**	**$1,699,202,239**	**$1,962,096,751**	**$2,071,778,709**

sales b

Source: Costar; Gregory Group; Bureau of Labor Statistics; EPS.

[1] See Table D-4 for the taxable retail sales calculation. All retail is assumed to be community serving retail. Sales per square foot for the Retail space is based on average total sales per square foot figure derived from BizMiner and eMarketer data (escalated to 2020$) and converts total sales to taxable sales per square foot to account for a small portion of non-taxable goods sold.
[2] Estimated in Table B-5A.
[3] Represents a discount factor to account for taxable sales transactions that may shift from the cities' existing Regional- and Community-serving retail centers to those included in the Project.

APPENDIX C:

General Fund Expenditure Analysis

Table C-1 Expenditure-Estimating Procedures Based on City of Lathrop FY 2020-21 Budget I-16

Table C-2 Estimated Annual General Fund Expenditures I-17

Attachment I: San Joaquin County Fiscal Impact Analysis

Table C-1
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - San Joaquin County
Expenditure-Estimating Procedures Based on San Joaquin County FY 2020-21 Budget (2020$)

San Joaquin County

Item	Estimating Procedure	FY 2020-21 Budgeted Expenditures	Less Offsetting Revenue	FY 2020-21 Net County Expenditures	Population or Persons Served	FY 2020-21 Avg. Cost	Adjustment Factor [1]	Net FY 2020-21 Avg. Cost
General Fund								
General Government								
Legislative & Administrative	Persons Served	$6,227,194	($286,105)	$5,941,089	914,732	$6.49	100%	$6.49
Finance	Persons Served	$54,203,124	($15,273,674)	$38,929,450	914,732	$42.56	100%	$42.56
County Counsel	Persons Served	$536,073	($185,262)	$350,811	914,732	$0.38	100%	$0.38
Human Resources	Persons Served	$2,951,843	($862,982)	$2,088,861	914,732	$2.28	100%	$2.28
Elections	Persons Served	$9,613,575	($5,293,315)	$4,320,260	914,732	$4.72	100%	$4.72
Property Management	Persons Served	$18,563,221	($658,989)	$17,904,232	914,732	$19.57	100%	$19.57
Economic Promotion	[3]	$419,781	($510,000)	($90,219)	N/A	N/A	100%	N/A
Other General	Persons Served	$7,128,467	($1,994,885)	$5,133,582	914,732	$5.61	100%	$5.61
Total General Government		**$99,643,278**	**($25,065,212)**	**$74,578,066**				
Public Protection								
Judicial	Persons Served	$99,942,302	($41,373,427)	$58,568,875	914,732	$64.03	100%	$64.03
Police Protection [2]								
Countywide Police Protection	Persons Served	$28,852,310	($1,250,807)	$27,601,503	914,732	$30.17	100%	$30.17
Unincorporated County Police Protection	[3]	$64,810,501	($35,937,052)	$28,873,449	N/A	N/A	100%	N/A
Detention and Corrections	Persons Served	$125,277,743	($61,904,073)	$63,373,670	914,732	$69.28	100%	$69.28
Flood Control	Persons Served	$670,000	($670,000)	$0	914,732	-	100%	-
Protective Inspection	Persons Served	$18,678,578	($11,679,174)	$6,999,404	914,732	$7.65	100%	$7.65
Other Protection	Persons Served	$8,227,084	($7,918,171)	$308,913	914,732	$0.34	100%	$0.34
Total Public Protection		**$346,458,518**	**($160,732,704)**	**$185,725,814**				
Public Ways and Facilities	[3]	**$40,000**	**($40,000)**	**$0**	N/A	N/A	100%	N/A
Health and Sanitation								
Health Services	Per Capita	$96,285,002	($69,516,326)	$26,768,676	773,632	$34.60	100%	$34.60
Sanitation	Per Capita	$9,000	($9,000)	$0	773,632	-	100%	-
Total Health and Sanitation		**$96,294,002**	**($69,525,326)**	**$26,768,676**				
Public Assistance								
Administration	Per Capita	$190,949,113	($190,949,113)	$0	773,632	-	100%	-
Aid Programs	Per Capita	$215,832,666	($200,206,142)	$15,626,524	773,632	$20.20	100%	$20.20
General Relief	Per Capita	$950,000	$0	$950,000	773,632	$1.23	100%	$1.23
Other Assistance	Per Capita	$39,965,240	($33,695,007)	$6,270,233	773,632	$8.10	100%	$8.10
Veterans Services	Per Capita	$524,873	($197,210)	$327,663	773,632	$0.42	100%	$0.42
Total Public Assistance		**$448,221,892**	**($425,047,472)**	**$23,174,420**				
Education								
Agriculture Education	Per Capita	$846,913	$0	$846,913	773,632	$1.09	100%	$1.09
Total Education		**$846,913**	**$0**	**$846,913**				
Recreation								
Recreation Services	Per Capita	$6,678,208	($2,059,971)	$4,618,237	773,632	$5.97	100%	$5.97
Cultural Services	Per Capita	$495,550	$0	$495,550	773,632	$0.64	100%	$0.64
Total Recreation		**$7,173,758**	**($2,059,971)**	**$5,113,787**				
Contingency Reserve		**$816,330**	**($4,974,834)**	**($4,158,504)**	N/A	N/A	100%	N/A
Total General Fund Expenditures		**$999,494,691**	**($687,445,519)**	**$312,049,172**				

exp pro

Source: San Joaquin County Fiscal Year 2020-21 Approved Annual Budget; San Joaquin County Administrator; EPS.

[1] An adjustment factor may be used to reflect the fact that new employees may not increase certain General Fund department expenditures at a 1:1 ratio. This analysis does not assume an adjustment.
[2] A majority of the police protection budget serves the unincorporated County population only. This analysis excludes this portion of the budget and only accounts for countywide cost impacts.
[3] These cost categories serve the unincorporated County population only and have been excluded from the analysis.

Attachment I: San Joaquin County Fiscal Impact Analysis

Table C-2
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - San Joaquin County
Estimated Annual General Fund Expenditures (2020$)

San Joaquin County

Expenditure Category	Estimated Annual Expenditure					
	2025	2030	2035	2040	2050	Buildout (2060)
General Fund						
General Government						
Legislative & Administrative	$90,029	$172,677	$231,036	$261,861	$309,446	$345,191
Finance	$589,922	$1,131,477	$1,513,884	$1,715,866	$2,027,670	$2,261,889
County Counsel	$5,316	$10,196	$13,642	$15,462	$18,272	$20,383
Human Resources	$31,654	$60,712	$81,231	$92,069	$108,800	$121,368
Elections	$65,468	$125,567	$168,006	$190,421	$225,024	$251,017
Property Management	$271,314	$520,383	$696,258	$789,152	$932,555	$1,040,276
Other General	$77,792	$149,207	$199,634	$226,269	$267,386	$298,273
Total General Government	**$1,131,495**	**$2,170,219**	**$2,903,692**	**$3,291,102**	**$3,889,153**	**$4,338,396**
Public Protection						
Judicial	$887,530	$1,702,292	$2,277,620	$2,581,499	$3,050,604	$3,402,984
Police Protection	$418,263	$802,232	$1,073,364	$1,216,572	$1,437,645	$1,603,710
Detention and Corrections	$960,340	$1,841,943	$2,464,468	$2,793,277	$3,300,865	$3,682,154
Protective Inspection	$106,066	$203,436	$272,192	$308,508	$364,569	$406,681
Other Protection	$4,681	$8,978	$12,013	$13,616	$16,090	$17,949
Total Public Protection	**$2,376,881**	**$4,558,882**	**$6,099,658**	**$6,913,472**	**$8,169,773**	**$9,113,478**
Health and Sanitation						
Health Services	$316,187	$553,794	$717,181	$792,647	$974,027	$1,137,276
Total Health and Sanitation	**$316,187**	**$553,794**	**$717,181**	**$792,647**	**$974,027**	**$1,137,276**
Public Assistance						
Administration	-	-	-	-	-	-
Aid Programs	$184,578	$323,284	$418,663	$462,717	$568,599	$663,898
General Relief	$11,221	$19,654	$25,452	$28,130	$34,567	$40,361
Other Assistance	$74,063	$129,719	$167,991	$185,668	$228,154	$266,393
Veterans Services	$3,870	$6,779	$8,779	$9,702	$11,923	$13,921
Total Public Assistance	**$273,732**	**$479,435**	**$620,885**	**$686,217**	**$843,243**	**$984,573**
Education						
Agriculture Education	$10,004	$17,521	$22,690	$25,078	$30,816	$35,981
Total Education	**$10,004**	**$17,521**	**$22,690**	**$25,078**	**$30,816**	**$35,981**
Recreation						
Recreation Services	$54,550	$95,543	$123,731	$136,751	$168,043	$196,207
Cultural Services	$5,853	$10,252	$13,277	$14,674	$18,031	$21,054
Total Recreation	**$60,403**	**$105,795**	**$137,008**	**$151,424**	**$186,074**	**$217,261**
Total Annual General Fund Expenditures	**$4,168,701**	**$7,885,646**	**$10,501,114**	**$11,859,939**	**$14,093,087**	**$15,826,964**

exp

Source: San Joaquin County Fiscal Year 2020-21 Approved Annual Budget; EPS.

APPENDIX D:

Supporting Tables for Revenue and Expenditure Analysis

Table D-1	Preliminary Property Tax Allocations for Annexation Area (2 pages)	I-18
Table D-2	Cumulative Assessed Valuation	I-20
Table D-3	Estimated Average Annual Household Income	I-21
Table D-4	Total and Taxable Retail Sales per Square Feet	I-22

Attachment I: San Joaquin County Fiscal Impact Analysis

Table D-1
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - San Joaquin County
Preliminary Property Tax Allocations for Annexation Area

Tax Code	Entity	Existing Tax Rate Area (TRA) Post-ERAF Distribution [1]					
		TRA 102-135	TRA 102-032	TRA 102-136	TRA 102-001	TRA 102-100	TRA 102-121
Subject to Detachment							
10001	County General	22.29650%	22.30610%	20.32600%	20.29360%	19.80000%	22.38190%
10527	Road District 1	4.26040%	4.26030%	0.00000%	0.00000%	0.00000%	0.00000%
10527	Road District 5	0.00000%	0.00000%	3.97920%	3.97840%	3.87760%	4.26700%
14901	Lathrop-Manteca Rural Fire	0.00000%	0.00000%	8.83690%	8.84610%	8.62190%	0.00000%
14401	French Camp-Mc Kinley Rural Fire	9.60300%	9.60300%	0.00000%	0.00000%	0.00000%	9.45470%
	City General Fund	0.00000%	0.00000%	0.00000%	0.00000%	0.00000%	0.00000%
	Subtotal	**36.15990%**	**36.16940%**	**33.14210%**	**33.11810%**	**32.29950%**	**36.10360%**
Not Subject to Detachment							
10618	County Library	1.80010%	1.80010%	1.63940%	1.63910%	1.59760%	1.80310%
12601	Manteca Unified Schools	29.58380%	29.58380%	26.94230%	26.93720%	26.25470%	29.62960%
13001	S.J. Delta Comm College	4.00510%	4.00510%	3.64750%	3.64670%	3.55440%	4.01150%
13201	County Office Of Education	1.43850%	1.42890%	1.28960%	1.31780%	1.26400%	1.38930%
16001	Sjc Flood Control	0.17560%	0.17570%	0.16000%	0.15990%	0.15580%	0.17590%
21901	Sjc Mosquito Abatement	0.78840%	0.78840%	0.71800%	0.71790%	0.69960%	0.78940%
24601	South San Joaquin Irrigation	0.00000%	0.00000%	5.41160%	5.41660%	0.00000%	0.00000%
14901	Lathrop Manteca Fire District	0.00000%	0.00000%	0.00000%	0.00000%	0.00000%	0.00000%
22001	Reclamation District #17	0.00000%	0.00000%	0.00000%	0.00000%	0.00000%	0.00000%
24601	South San Joaquin Irrigation	0.00000%	0.00000%	0.00000%	0.00000%	5.27940%	0.00000%
25301	CSA No. 4 Lathrop	0.00000%	0.00000%	0.00000%	0.00000%	1.54290%	0.00000%
41100	ERAF	26.04860%	26.04860%	27.04950%	27.04670%	27.35210%	26.09760%
	Subtotal	**63.84010%**	**63.83060%**	**66.85790%**	**66.88190%**	**67.70050%**	**63.89640%**
Total		**100.00000%**	**100.00000%**	**100.00000%**	**100.00000%**	**100.00000%**	**100.00000%**

Source: San Joaquin County Auditor-Controller; EPS.

[1] Provided by the San Joaquin County Auditor-Controller.
[2] Based on the most recent tax-sharing agreements between San Joaquin County and the Cities of Stockton, Lathrop, and Manteca related to annexed areas to the City.

Attachment I: San Joaquin County Fiscal Impact Analysis

Table D-1
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - San Joaquin County
Preliminary Property Tax Allocations for Annexation Area

San Joaquin County

Tax Code	Entity	Gross Revenue (FY 2019-20) [1] TRA 102-135	TRA 102-032	TRA 102-136	TRA 102-001	TRA 102-100	TRA 102-121	Total	Property Tax-Sharing Agreement [2]	Post Annexation Average Base Revenue	Post-ERAF Distribution
Subject to Detachment											
10001	County General	$172,291	($796)	$228,594	$14,804	$12,654	$24,209	$451,756	80%	$587,765	27.32264%
10527	Road District 1	$32,921	($152)	-	-	-	-	$32,769	-	-	0.00000%
10527	Road District 5	-	-	$44,751	$2,902	$2,478	$4,615	$54,746	-	-	0.00000%
14901	Lathrop-Manteca Rural Fire	-	-	$99,384	$6,453	$5,510	-	$111,347	-	-	0.00000%
14401	French Camp-Mc Kinley Rural Fire	$74,205	($343)	-	-	-	$10,226	$84,088	-	-	0.00000%
	City General Fund	-	-	-	-	-	-	-	20%	$146,941	6.83066%
	Subtotal	**$279,417**	**($1,291)**	**$372,728**	**$24,160**	**$20,642**	**$39,050**	**$734,707**	**100%**	**$734,707**	**34.15330%**
Not Subject to Detachment											
10618	County Library	$13,910	($64)	$18,437	$1,196	$1,021	$1,950	$36,450	-	$36,450	1.69441%
12601	Manteca Unified Schools	$228,602	($1,056)	$303,000	$19,651	$16,779	$32,048	$599,023	-	$599,023	27.84598%
13001	S.J. Delta Comm College	$30,949	($143)	$41,021	$2,660	$2,272	$4,339	$81,097	-	$81,097	3.76986%
13201	County Office Of Education	$11,116	($51)	$14,501	$961	$808	$1,503	$28,838	-	$28,838	1.34054%
16001	Sjc Flood Control	$1,357	($6)	$1,799	$117	$100	$190	$3,556	-	$3,556	0.16532%
21901	Sjc Mosquito Abatement	$6,092	($28)	$8,075	$524	$447	$854	$15,963	-	$15,963	0.74205%
24601	South San Joaquin Irrigation	-	-	$60,861	$3,951	-	-	$64,813	-	$64,813	3.01287%
14901	Lathrop Manteca Fire District	-	-	-	-	-	$15,249	$15,249	-	$15,249	0.70887%
22001	Reclamation District #17	-	-	-	-	-	$1,507	$1,507	-	$1,507	0.07004%
24601	South San Joaquin Irrigation	-	-	-	-	$3,374	-	$3,374			
25301	CSA No. 4 Lathrop	-	-	-	-	$986	-	$986			
41100	ERAF	$201,285	($930)	$304,205	$19,731	$17,480	$28,227	$569,999	-	$569,999	26.49675%
	Subtotal	**$493,311**	**($2,279)**	**$751,899**	**$48,791**	**$43,267**	**$85,867**	**$1,420,856**	-	**$1,416,496**	**65.84670%**
Total		**$772,729**	**($3,570)**	**$1,124,627**	**$72,951**	**$63,909**	**$124,917**	**$2,155,562**	**100%**	**$2,151,202**	**100.00000%**

TRA

Source: San Joaquin County Auditor-Controller; EPS.

[1] Provided by the San Joaquin County Auditor-Controller.
[2] Based on the most recent tax-sharing agreements between San Joaquin County and the Cities of Stockton, Lathrop, and Manteca related to annexed areas to the City.

Table D-2
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - San Joaquin County
Cumulative Assessed Valuation (2020$)

San Joaquin County

Item	Rounded Value per Unit/Sq. Ft. [1]	Total Assessed Value (2020$) 2025	2030	2035	2040	2050	Buildout (2060)
Development Projections in Current City Limits							
Residential Land Uses	*per Unit*						
Low Density Residential	[2]	$976,370,500	$1,590,370,500	$2,125,770,500	$2,408,495,500	$3,295,745,500	$4,094,270,500
High Density Residential	$200,000	$191,200,000	$343,200,000	$418,800,000	$457,400,000	$457,400,000	$457,400,000
Subtotal Residential		**$1,167,570,500**	**$1,933,570,500**	**$2,544,570,500**	**$2,865,895,500**	**$3,753,145,500**	**$4,551,670,500**
Nonresidential Land Uses	*per Sq. Ft.*						
Retail Commercial	$250	$422,992,692	$1,046,381,958	$1,437,683,875	$1,626,036,408	$1,784,961,908	$1,839,087,658
Office Commercial	$250	$208,090,642	$505,845,708	$649,730,875	$734,448,008	$788,315,008	$802,741,758
Industrial	$100	$685,323,975	$1,132,860,930	$1,435,782,130	$1,646,569,830	$1,752,192,330	$1,752,192,330
Subtotal Nonresidential		**$1,316,407,308**	**$2,685,088,597**	**$3,523,196,880**	**$4,007,054,247**	**$4,325,469,247**	**$4,394,021,747**
Total All Land Uses		**$2,483,977,808**	**$4,618,659,097**	**$6,067,767,380**	**$6,872,949,747**	**$8,078,614,747**	**$8,945,692,247**
Development Projections in Annexation Areas							
Residential Land Uses	*per Unit*						
Low Density Residential	[2]	$137,875,000	$345,375,000	$429,875,000	$429,875,000	$429,875,000	$429,875,000
Subtotal Owner-Occupied Residential		**$137,875,000**	**$345,375,000**	**$429,875,000**	**$429,875,000**	**$429,875,000**	**$429,875,000**
Nonresidential Land Uses	*per Sq. Ft.*						
Retail Commercial	$250	$47,488,250	$169,304,500	$347,882,500	$486,132,500	$671,382,500	$772,657,500
Industrial	$100	-	-	$113,140,200	$188,567,000	$188,567,000	$188,567,000
Subtotal Nonresidential		**$47,488,250**	**$169,304,500**	**$461,022,700**	**$674,699,500**	**$859,949,500**	**$961,224,500**
Total All Land Uses		**$185,363,250**	**$514,679,500**	**$890,897,700**	**$1,104,574,500**	**$1,289,824,500**	**$1,391,099,500**
Total San Joaquin County Development Projections							
Residential Land Uses	*per Unit*						
Low Density Residential	[2]	$1,114,245,500	$1,935,745,500	$2,555,645,500	$2,838,370,500	$3,725,620,500	$4,524,145,500
High Density Residential	$200,000	$191,200,000	$343,200,000	$418,800,000	$457,400,000	$457,400,000	$457,400,000
Subtotal Residential		**$1,305,445,500**	**$2,278,945,500**	**$2,974,445,500**	**$3,295,770,500**	**$4,183,020,500**	**$4,981,545,500**
Nonresidential Land Uses	*per Sq. Ft.*						
Retail Commercial	$250	$470,480,942	$1,215,686,458	$1,785,566,375	$2,112,168,908	$2,456,344,408	$2,611,745,158
Office Commercial	$250	$208,090,642	$505,845,708	$649,730,875	$734,448,008	$788,315,008	$802,741,758
Industrial	$100	$685,323,975	$1,132,860,930	$1,548,922,330	$1,835,136,830	$1,940,759,330	$1,940,759,330
Subtotal Nonresidential		**$1,363,895,558**	**$2,854,393,097**	**$3,984,219,580**	**$4,681,753,747**	**$5,185,418,747**	**$5,355,246,247**
Total All Land Uses		**$2,669,341,058**	**$5,133,338,597**	**$6,958,665,080**	**$7,977,524,247**	**$9,368,439,247**	**$10,336,791,747**

AV

Source: Costar; CBRE; The Gregory Group; EPS.

[1] Refer to Table A-5 for details.

[2] Countywide Project assessed value is calculated as the sum of the Project assessed values for Lathrop, Manteca, and Stockton, based on differing assessed value assumptions by jurisdiction. The assessed value per unit for low density residential is assumed to be $450,000 in the City of Stockton and $500,000 in the City of Manteca, and $525,000 in the City of Lathrop. as the phasing of the Project varies from jurisdiction to jurisdiction, the average assessed value per unit for low density residential Countywide varies between phases.

Table D-3
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - San Joaquin County
Estimated Average Annual Household Income (2020$)

San Joaquin County

Residential Land Use	Estimated Home Value [1]	Total Annual Mortgage or Rent [2]	Estimated Household Income [3]	Taxable Expenditures as a Percentage of Income [4]	Annual Taxable Expenditures per Household (Rounded)
Owner-Occupied Residential					
Low Density Residential	$510,427	$36,514	$104,000	23%	$24,000
Renter-Occupied Residential					
High Density Residential	$200,000	$18,000	$51,000	30%	$15,000

income

Source: Costar; The Gregory Group; Bureau of Labor Statistics; EPS.

[1] See Table A-5 for detail on estimated values for owner-occupied units.
[2] Based on a 5%, 30-year fixed-rate mortgage with a 20% down payment, $150 monthly Homeowners' Association dues and 2% annual taxes and insurance.
High density residential based on an average monthly rent assumption of $1,500 based on data on similar multifamily residential obtained from Costar and an average size of 1,000 square feet.
[3] Assumes 35% of income dedicated to housing costs (mortgage, taxes, insurance, and HOA dues) or rent payments. Rounded to the nearest $1,000.
[4] Based on household expenditures data from the Bureau of Labor Statistics, 2018 Consumer Expenditure Survey.

Table D-4
Mossdale Tract Infrastructure Finance Plan
Fiscal Impact Analysis - San Joaquin County
Total and Taxable Retail Sales per Square Feet (2020$)

Item	Original Data [see Note]	Escalated Data (2020$) [1]	Total Retail Sales per Square Foot: Total Retail Sales by Shopping Center Type: Neighborhood % [2]	Neighborhood No.	Community % [2]	Community No.	Regional % [2]	Regional No.
Total Retail Sales per Square Foot								
Motor Vehicle and Parts Dealers [3]	$250	$279	3%	$8	2%	$6	1%	$3
Home Furnishings and Appliance Stores	$525	$586	0%	$0	7%	$41	10%	$59
Bldg. Matrl. and Garden Equip. and Supplies	$356	$398	0%	$0	15%	$60	1%	$4
Food and Beverage Stores [4]	-	$578	55%	$318	24%	$139	3%	$17
Gasoline Stations [5]	$1,321	$1,664	1%	$17	2%	$33	1%	$17
Clothing and Clothing Accessories Stores	$370	$413	2%	$8	5%	$21	20%	$83
General Merchandise Stores	$360	$402	5%	$20	20%	$80	20%	$80
Food Services and Drinking Places	$492	$550	8%	$44	10%	$55	20%	$110
Other Retail	$209	$234	12%	$28	7%	$16	18%	$42
Nonretail [6]	NA	$0	14%	$0	8%	$0	6%	$0
Total			**100%**	**$440**	**100%**	**$450**	**100%**	**$410**
Taxable Retail Sales per Square Foot by Retail Center Type								
Percent Taxable by Shopping Center Type [7]				44%		54%		98%
Taxable Sales per Square Foot (Rounded)				**$190**		**$240**		**$400**

retail sales

Note: Original data is based on an average of multiple sources and is presented in 2016$ unless noted otherwise in footnotes.

Source: BizMiner 2016; ULI Dollars & Cents 2008; State of California Board of Equalization (BOE) Publication 61; Bureau of Labor Statistics, "CPI-All Urban Consumers (Current Series) - West Urban"; RetailSails http://retailsails.files.wordpress.com/2011/09/rs_spsf.pdf; eMarketer pulled February 2019; respective annual 10-K reports; EPS.

[1] Sales adjusted to year-end 2019 based on the Consumer Price Index, All items in West urban, all urban consumers, not seasonally adjusted:

Year	CPI	Adjustment to 2019$
2008	219.65	25.9%
2016	247.71	11.7%
2018	263.26	5.1%
2019	270.35	2.3%
2020	276.59	0.0%

[2] Reflects percentage of total square footage by retail category by retail center type, estimated based on ULI's Dollars & Cents 2008.
[3] Reflects motor vehicle parts only; excludes taxable sales per square foot for dealerships.
[4] Sales per square foot for Food and Beverage stores estimated based on the averages from BizMiner, RetailSales, eMarketer, and annual 10-K reports, escalated to 2020$.
[5] Estimated using ULI's Dollars & Cents, 2008, escalated to 2020$.
[6] Included to account for non-taxable retail space occupants, such as services.
[7] Based on BOE Publication 61, March 2018.

Resolution No.

STOCKTON CITY COUNCIL

A RESOLUTION APPROVING THE DRAFT MOSSDALE TRACT ENHANCED INFRACTURE FINANCING DISTRICT FINANCING PLAN AND AUTHORIZING CERTAIN OTHER ACTIONS RELATED THERETO

Pursuant to Resolution No. R-22-5019 adopted on January 13, 2022 (the "Resolution of Intention"), the City Council of the City of Lathrop (the "City of Lathrop"), (i) initiated the process to establish the Mossdale Tract Enhanced Infrastructure Financing District (the "EIFD") to finance certain public and other specified facilities, (ii) approved the establishment of the EIFD's Public Financing Authority (the "Authority"), to be responsible for directing the preparation and implementation of the infrastructure financing plan (the "Infrastructure Financing Plan"), (iii) approved the preparation and distribution of the Infrastructure Financing Plan in accordance with Chapter 2.99 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53398.50) (the "EIFD Law"), and (iv) fixed the time and place when and where the Authority would conduct its first public hearing on the proposed establishment of the EIFD and the Infrastructure Financing Plan; and

Pursuant to the Resolution of Intention and in accordance with the EIFD Law, the City of Lathrop directed the Authority to request the assistance of necessary San Joaquin County ("County") staff, San Joaquin Area Flood Control Agency ("SJAFCA") staff, and other professionals to prepare the Infrastructure Financing Plan, and the Infrastructure Financing Plan was thereafter prepared and distributed in accordance with EIFD Law; and

Pursuant to Resolution No. 2022-02-08-1502 adopted by the City Council (the "City Council") of the City of Stockton (the "City") on February 8, 2022, the City agreed to participate in the proposed EIFD as a taxing entity pending approval of the Infrastructure Financing Plan by the City Council; and

In accordance with the EIFD Law, the Authority conducted the first public hearing on the proposed establishment of the EIFD and the Infrastructure Financing Plan on April 21, 2022, and the second public hearing on May 26, 2022; and

In accordance with the EIFD Law, the Authority is scheduled to conduct its third public hearing on the proposed establishment of the EIFD and the Infrastructure Financing Plan on July 21, 2022; and

The draft Infrastructure Financing Plan, which is incorporated herein by reference and which is on file in the office of the City Clerk, has been presented to the City Council of the City of Stockton for its review and approval, now, therefore,

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

1. The foregoing recitals are true and correct.

2. The City Council hereby approves the draft Infrastructure Financing Plan as presented at this meeting and authorizes City staff to file a copy of this Resolution with the Authority at or prior to the Authority's public hearing on July 21, 2022.

3. The City Council hereby authorizes the City Manager to provide the certifications required by Government Code section 53398.54 in the manner and time required therein.

4. This Resolution shall take effect from and after its adoption.

5. If any section, subsection, phrase, or clause of this Resolution is for any reason found to be invalid, such section, subsection, phrase or clause shall be severed from, and shall not affect the validity of, all remaining portions of this Resolution that can be given effect without the severed portion.

6. The City Manager is hereby authorized and directed to take all actions necessary or advisable to give effect to the transactions contemplated by this Resolution. Any actions heretofore taken, on behalf of the City, that is in conformity with the purposes and intent of this Resolution and with the provisions of the EIFD Law with respect to the proposed EIFD, are hereby approved and confirmed.

PASSED, APPROVED, and ADOPTED June 14, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

PROPOSED MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT – INFRASTRUCTURE FINANCING PLAN

City of Stockton
June 14, 2022
Agenda Item 15.1

Presentation Overview

- Project objectives and proposed solution
- Requested Action
- High Level Overview of Infrastructure Financing Plan (IFP)
  - Key Messages
- Next Steps in EIFD Formation Process

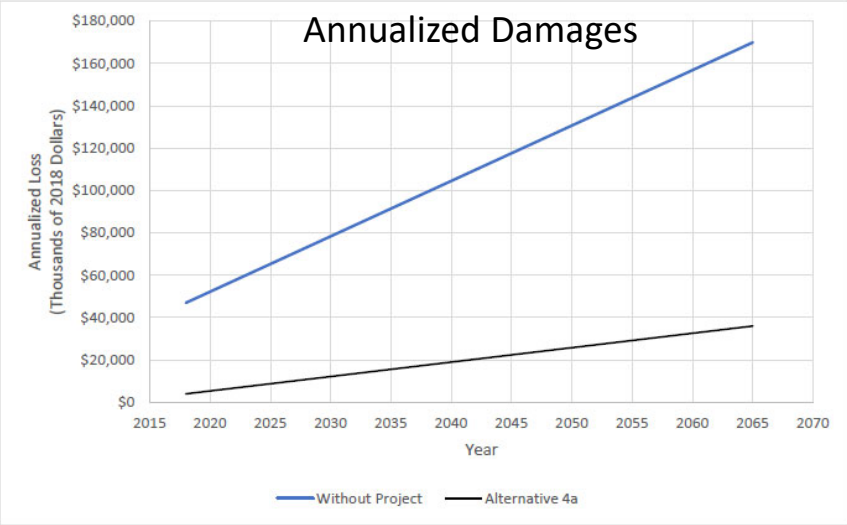
Project Objectives

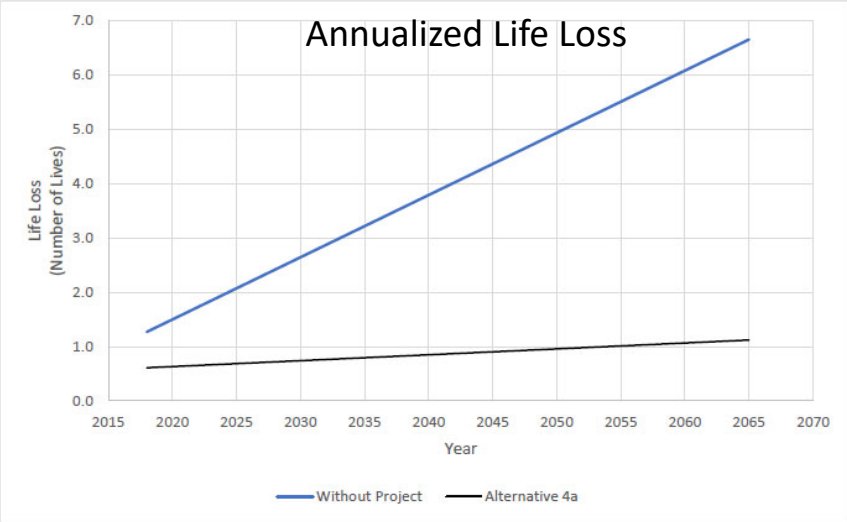
- **Protect life and property**
- **Comply with State Urban Level of Flood Protection (ULOP/Senate Bill 5)**
  - Allow for responsible development / investment
  - Allow for re-development
- **Protect economy**
  - Resiliency for changing conditions

Annualized Damages & Life Loss

Damages and Life Loss: Without-Project vs. With-Project

- 2018 Climate & Development Conditions:
  - Without-Project (Existing Development)
    - Damages = $46M/year
    - Life Loss = 1.2 lives/year
  - With-Project (Existing Development)
    - Damages = $4M/year
    - Life Loss = 0.7 lives/year
- 2065 Climate & Development Conditions:
  - Without-Project (Growth prevented due to SB5 restrictions)
    - Damages = $170M/year
    - Life Loss = 6.7 lives/year
  - With-Project (Includes additional development and growth projections)
    - Damages = $37M/year
    - Life Loss = 1.1 lives/year





Urban Level of Protection (ULOP)

- **Senate Bill 5 (2007)**
  - Establishes ULOP as – the "level of protection that is necessary to withstand flooding that has a 1-in-200 chance of occurring in any given year using criteria … developed by DWR."
  - Links flood management and land use authority
  - Must be achieved by 2028 (for Mossdale Tract)
- **RD 17 levees protecting Mossdale Tract don't comply with ULOP**
- **Land use agency responsible for findings that ULOP exists, or can be achieved by 2028 (Adequate Progress)**
  - Cities of Lathrop & Manteca, for the areas within Mossdale Tract, made ULOP Adequate Progress findings in June 2016
  - City of Stockton made a similar finding (Weston Ranch Area) in September 2018

ULOP cont'd.

Consequences of Non-Compliance with ULOP

- Increased Estimated Annual Damages & Life Loss
- Restrictions on development
  - No new residential dwellings
  - No discretionary permits for re-development
  - Result is stymied economic development, reduced investment and deterioration of value – addressed in 2015 UOP Economic Study

Proposed Solution

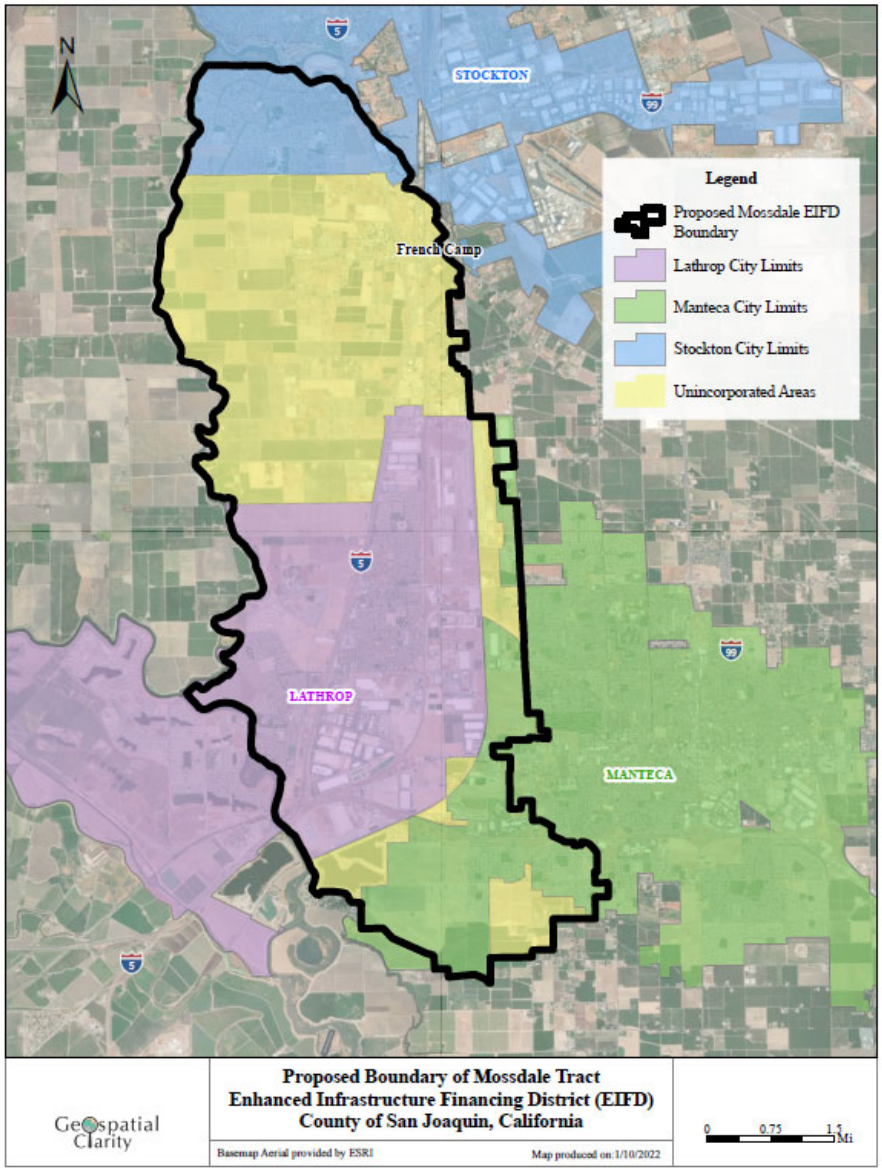
- **Levee improvements to meet ULOP**
  - Levee height raises, slope stability improvements, underseepage improvements (cutoff walls and seepage berms), erosion repairs, right-of-way acquisition, encroachment / pipe remediation & rehabilitation and an extension of the Dryland Levee in Manteca
- **SJAFCA proposes $270 million, locally-funded project to meet requirements. Funding Sources identified in last APR:**
  - Regional development impact fee (DIF)
  - "Overlay" assessment district (OAD)
  - Unspent funds from RD 17's LSRP
  - ***Enhanced Infrastructure Financing District (EIFD)***

Requested Action

- **Approval of EIFD Infrastructure Financing Plan**
  - EIFD Law requires:
    - Preparation of an Infrastructure Financing Plan (IFP) for review by all residents, property owners and affected taxing entities.
    - All participating entities must approve the IFP before the EIFD can be formed.
  - Requested action today reflects the Stockton's approval of the proposed IFP, as it is presented here today.

Proposed Boundary of the EIFD

- Reflects the Area of Benefit of ULOP
- Consistent with the Area subject to the Regional Levee Impact Fee and Proposed Overlay Assessment District



Infrastructure Financing Plan & Key Messages

- The EIFD does not impose a new tax
  - Portion of existing tax on new / increased Assessed Value after FY 2021/22 allocated to the EIFD to fund the Project.
- Draft IFP has been available for review and comment by the following
  - Property owners within the proposed boundaries.
  - Affected taxing entities (Lathrop, Manteca, Stockton and San Joaquin County).
  - Mossdale Tract EIFD Public Financing Authority.
  - Members of the public.

1186

Infrastructure Financing Plan Outreach

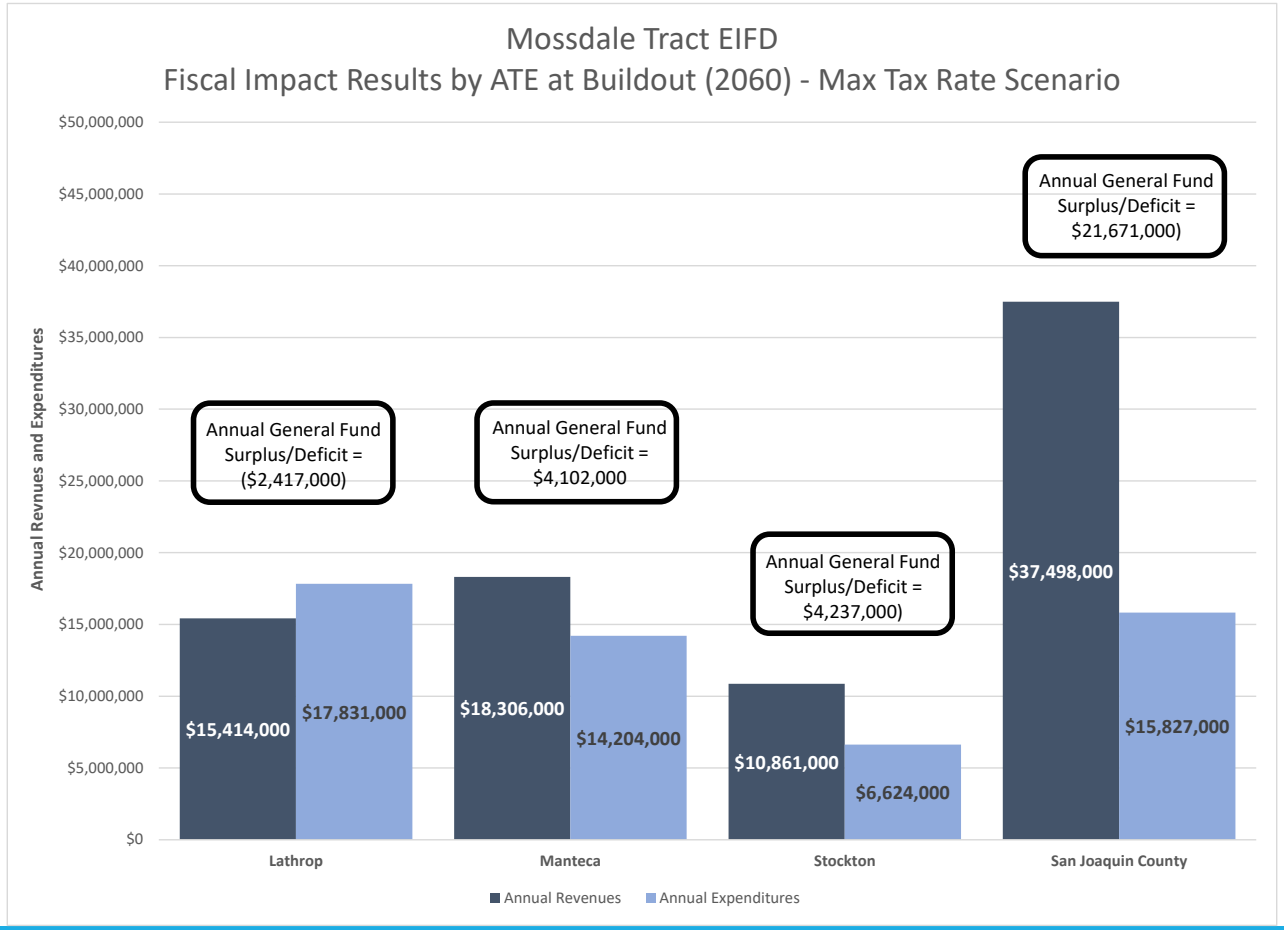
- Outreach to date:
  - 3 direct mailings to property owners and residents
  - 3 direct mailings to affected taxing entities
  - Direct mailings to planning commissions, councils and board of supervisors
  - Published notices of each of the public hearings
  - Posted notices of each of the public hearings
  - Informational briefings (study sessions / workshops) with each participating agency board.
- No comments received on Draft IFP to date; as such, we have prepared a Final IFP for Participating Agency approval.

Infrastructure Financing Plan

- Rate of allocation to the EIFD is based on approved Infrastructure Financing Plan
  - Maximum Rates: Initial rates through 2029 & 20% rates beyond

	EIFD Contribution Rate			
Affected Taxing Entity	Initial Years (2021-2029)	2030 - 2032	2033 - 2043	2044 -2061
Maximum Tax Rate Scenario				
City of Lathrop	10.0%	20.0%	20.0%	20.0%
City of Manteca	5.0%	20.0%	20.0%	20.0%
City of Stockton	1.0%	20.0%	20.0%	20.0%
San Joaquin County	47.3%	20.0%	20.0%	20.0%
Variable Tax Rate Scenario				
City of Lathrop	10.0%	13.0%	9.5%	4.5%
City of Manteca	5.0%	13.0%	9.5%	4.5%
City of Stockton	1.0%	13.0%	9.5%	4.5%
San Joaquin County	47.3%	13.0%	9.5%	4.5%

Estimated Annual General Fund Fiscal Impacts (After EIFD Allocation)



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Estimated Annual General Fund Fiscal Impacts: City of Stockton

Annual Fiscal Impacts to the City of Stockton's General Fund
Prior to EIFD Allocation and **After EIFD Allocation** under
Maximum Tax Rate and **Variable Tax Rate** Scenarios

Item	Estimated Annual Revenues/Expenditures (Rounded)					
	2025 [1]	2030	2035	2040	2050	Buildout (2060)
Annual Fiscal Impact						
Prior to EIFD Allocation						
Annual General Fund Revenues	$1,352,000	$2,886,000	$4,905,000	$7,103,000	$10,075,000	$11,239,000
Annual General Fund Expenditures	$2,988,000	$3,708,000	$4,730,000	$5,582,000	$6,348,000	$6,624,000
Net General Fund Surplus/(Deficit)	**($1,639,000)**	**($920,000)**	**($6,000)**	**$1,244,000**	**$3,367,000**	**$4,238,000**
Net of EIFD Allocation - Maximum Tax Rate						
EIFD Contribution [2]	($2,800)	($98,700)	($181,000)	($277,600)	($360,600)	($377,700)
Net General Fund Surplus/(Deficit)	**($1,641,800)**	**($1,018,700)**	**($187,000)**	**$966,400**	**$3,006,400**	**$3,860,300**
Net of EIFD Allocation - Variable Tax Rate						
EIFD Contribution [2]	($2,800)	($64,200)	($86,000)	($131,900)	($81,100)	($85,000)
Net General Fund Surplus/(Deficit)	**($1,641,800)**	**($984,200)**	**($92,000)**	**$1,112,100**	**$3,285,900**	**$4,153,000**

fiscal stockton

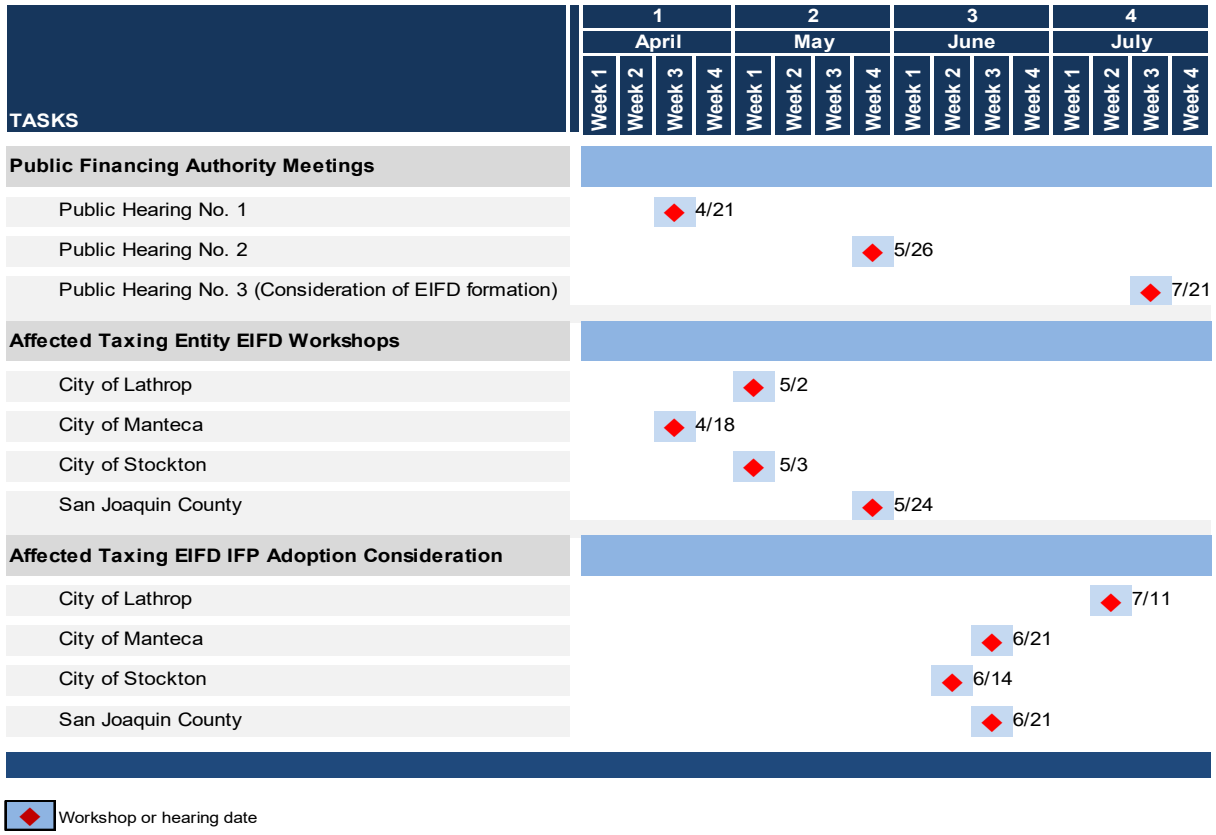
Source: EPS.

[1] This analysis assumes the EIFD will be formed in FY 2022-23 (Base Year) with the first year of revenue accruing to the district in FY 2023-24. Secured and unsecured tax rolls for a fiscal year are based on taxable assessed values with a lien date of the prior January 1. Thus, the initial phase of this analysis includes estimated development occurring in July-December 2022 (50% of development estimated in calendar year 2022) and development occurring in full calendar years for the remainder of the phase (2023-2025). Subsequent phases include 5-year development periods for development occurring from 2026 through 2040 and 10-year development periods from 2041 through 2060.

[2] EIFD Contribution represents the portion of City property tax revenues diverted to the EIFD. Refer to Table B-3 of Attachment H for details.

Next Steps – IFP Approval Schedule

- Final IFP to be presented to each of the participating entities for approval.



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Requested Action

- Adopt a Resolution approving the draft Mossdale Tract Enhanced Infrastructure Financing District (EIFD) Infrastructure Financing Plan (IFP)

SJAFCA
San Joaquin Area FLOOD CONTROL Agency

Questions?

File #: 22-0451, **Version:** 1

ADOPT AN ORDINANCE AMENDING STOCKTON MUNICIPAL CODE TITLE 8, CHAPTERS 8.04 COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS, AND GREEN WASTE AND 8.28 CONSTRUCTION AND DEMOLITION DEBRIS WASTE REDUCTION

RECOMMENDATION

It is recommended that the City Council:

1. Adopt an Ordinance amending Stockton Municipal Code Title 8, Chapters 8.04 (Collection of Solid Waste, Recyclable Materials, and Green Waste) and 8.28 (Construction and Demolition Debris Waste Reduction) to ensure compliance with Senate Bill 1383.

2. Authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the Ordinance adopted by Council.

Summary

Staff recommends Council enact the proposed revisions to the Stockton Municipal Code (SMC) Title 8, Chapters 8.04 Collection of Solid Waste, Recyclable Materials, and Green Waste, and 8.28 Construction and Demolition Debris Waste Reduction (Attachment A - Redline Version of Ordinance). These amendments will allow the City of Stockton to achieve compliance with Senate Bill 1383 (SB 1383) legislative mandates.

DISCUSSION

Background

In September 2016, Governor Brown signed into law SB 1383 establishing methane emissions reduction targets representing the next step in California's environmental protection strategy. Methane emissions result from the decomposition of organic waste in landfills and are a source of greenhouse gas (GHG) emissions. SB 1383 directs the Department of Resources Recycling & Recovery (CalRecycle) to adopt regulations and requirements to achieve state-wide goals, including a goal to reduce organic waste disposal into landfills by 75 percent by the year 2025.

To meet the state-wide goals of SB 1383, CalRecycle established numerous organic waste disposal program requirements impacting municipal jurisdictions, generators, processors, and haulers of organic waste. Under SB 1383, CalRecycle has the authority to financially penalize non-compliant jurisdictions up to $10,000 per day, per violation.

On November 5, 2019, Council approved exclusive residential and commercial recycling, organics, solid waste, and street sweeping franchise agreements with Sunrise Sanitation, Inc. (also known as

Republic Services) and USA Waste of California (also known as Waste Management). The effective start date was January 1, 2020. The base term of the franchise agreements will expire on December 31, 2029.

The 2020 franchise agreements address SB 1383 requirements such as residential and commercial organic waste collection, color-compliant collection containers, contamination monitoring, enforcement, and increased reporting requirements. The franchise agreements also assign areas of responsibility between the City and franchisees.

Present Situation

The regulations set forth by SB 1383 are effective January 1, 2022. Jurisdictions are required to enforce against SB 1383 related ordinances beginning on January 1, 2024, allowing for a two-year period of extensive outreach and education to bring residents and businesses into compliance. To implement, meet, and enforce the provisions set forth by SB 1383, an update to the existing SMC is necessary.

Staff contracted with HF&H Consultants, LLC (HF&H) to assist the City with updating the SMC. HF&H has 30 years of experience and has provided support to over 150 public agencies in the field of recycling and solid waste. HF&H was one of CalRecycle's chosen vendors to develop implementation tools including model franchise agreements and enforcement ordinances. HF&H was also the City's chosen consultant to assist with negotiating Stockton's current franchise agreements.

HF&H conducted an analysis of the City's current SMC and identified areas in Chapters 8.04 (Collection of Solid Waste, Recyclable Materials, and Green Waste) and 8.28 (Construction and Demolition Debris Waste Reduction) that need updating to reflect the State's municipal ordinance requirements. The SMC revisions are contained in Attachment A (Chapters 8.04 and 8.28 Redline Version of Ordinance) and include:

- Alignment of SMC language with franchise agreement language;
- Alignment of SMC language with California Green Building Standards Code, 24 CCR, Part 11 (CALGreen);
- Organic food waste generator waivers and exemptions;
- Contamination inspection requirements for all generators;
- Waste stream inspections and investigations; and,
- Enforcement and penalties to achieve SB 1383 compliance.

Although municipal code ordinance enforcement mechanisms are required by SB 1383, education will be the City's first tool and primary effort to achieve compliance. The City will engage in enhanced public outreach efforts to reduce food waste and help prevent contamination. Customers will receive a variety of materials including sorting guides, newsletters, and access to online resources to promote proper sorting of recyclables and information on ways to reduce food waste at home and in the community.

It is recommended that Council adopt an Ordinance amending SMC Title 8, Chapters 8.04 (Collection of Solid Waste, Recyclable Materials, and Green Waste) and 8.28 (Construction and Demolition Debris Waste Reduction) to achieve compliance with SB 1383 legislative mandates.

FINANCIAL SUMMARY

There is no impact to the City's General Fund or any other unrestricted fund as a result of taking the recommended action.

Attachment A - Proposed Ordinance, Chapters 8.04 & 8.28 (Redline Version)

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 8, CHAPTERS 8.04 AND 8.28 OF THE STOCKTON MUNICIPAL CODE RELATING TO THE COLLECTION OF ORGANIC MATERIALS

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

SECTION I. AMENDMENT OF CODE

Title 8, Chapter 8.04 of the Stockton Municipal Code is amended and shall read as follows:

Chapter 8.04 COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS, AND ~~GREEN WASTE~~ORGANIC MATERIALS

8.04.010 Definitions.

The following words, terms, and phrases when used herein shall have the meaning ascribed to them in this section except where the context clearly indicates a different meaning.

"AB 939" means the California Integrated Waste Management Act of 1989 (Division 30, California Public Resources Code), as amended, supplemented, superseded, and replaced from time to time.

"Back-haul" means generating and transporting recyclable materials or organic waste to a destination owned and operated by the generator or responsible party using the generator's or responsible party's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

"Bin" means a container with capacity of approximately one (1) to eight (8) cubic yards, with a hinged lid, and with wheels (where appropriate), that is serviced by a front end-loading collection vehicle.

"Building" means all other buildings and structures not defined as dwellings.

"CalRecycle" means California's Department of Resources Recycling and Recovery.

"California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

"City" means the City of Stockton.

"City Manager" means the City Manager of the City of Stockton.

"Collection" means the act of collecting recyclable materials, organic materials, solid waste, bulky items, and other material at the place of ~~waste~~ generation ~~by an approved collection agent (public or private) and is distinguished from "removal."~~in City.

"Collector" means persons, firms, or corporations authorized by the City Council by franchise, contract, or permit to collect, transport, and process or dispose of ~~garbage, rubbish~~discarded materials on an on-call and ~~solid waste on a~~/or regularly scheduled basis.

~~"Commercial solid waste" means and includes all types of solid waste generated by warehouse, wholesale, or retail stores, service establishments of any type, professional offices, hospitals, education, health care, military and correctional institutions, and government offices and other commercial sources and wastes.~~

"Commercial" shall mean of, from, or pertaining to non-residential premises where business activity is conducted~~,~~ including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations; but excluding businesses conducted upon residential property that are permitted under applicable zoning regulations and are not the primary use of the property.

"Commercial edible food generator" includes a tier one or a tier two commercial edible food generator as defined in this chapter or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, food recovery organizations and food recovery services are not commercial edible food generators pursuant to 14 CCR Section 18982(a)(7).

"Compliance review" means a review of records by the City or its designee to determine compliance with this chapter.

"Community composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, for which the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

"Composting or compost (or any variation thereof)" includes a controlled biological decomposition of organic materials yielding a safe and nuisance free compost product.

"Construction and demolition debris~~" means the~~ or C&D" includes discarded building materials, packaging, debris, ~~used construction materials, dredging, grubbing, and~~ and rubble resulting from ~~constructing~~construction, alteration, remodeling, repair~~,~~ ~~razing, renovation,~~ or demolition operations on any pavements, excavation ~~or construction clean-up activities at residential~~projects, houses, commercial ~~or~~

~~governmental~~ buildings, ~~and any~~ or other structures; but excludes excluded waste. Construction and demolition debris includes rocks, soils, tree remains, and other ~~structure or pavement.~~

~~"Contract collector~~yard trimmings that result from land clearing or land development operations in preparation for construction.

"Contamination" means ~~a person designated as the authorized agent of the City to collect residential, multifamily and commercial solid~~the following: (i) discarded materials placed in a recyclable materials container that are not identified as recyclable materials; (ii) discarded materials placed in an organic materials container that are not identified as organic materials; (iii) discarded materials placed in a solid waste container that are identified as recyclable materials and/or organic materials, which are to be separately collected; and/or (iv) excluded waste placed in any container.

~~"Contractor" means the individual, partnership, corporation, joint venture, or other legal entity entering into a contract with the City to perform the collection.~~

"Designee" means an entity that the City contracts with or otherwise arranges to carry out any of the City's responsibilities of this chapter as authorized in 14 CCR Section 18981.2 or other applicable law. A designee may be a government entity, a collector, a private entity, or a combination of those entities.

"Director" or "Public Works Director" means the Public Works Director of the City of Stockton, acting either directly or through authorized agents or designees.

~~"Disposal site~~"Discarded materials" means recyclable materials, ~~O~~organic materials, and ~~includes the place,~~solid waste placed by a generator in a receptacle and/or at a location~~, tract of land, area or premises in use, intended to be used, or which has been used~~ for the purposes of collection by a collector, excluding excluded waste.

"Disposal facility" means a landfill, or other facility, for ultimate disposal of solid ~~wastes~~waste.

"Dwelling" means an occupied residence, flat, apartment, or other facility used for housing one or more persons~~, and occupied,~~ in the City.

"Dwelling unit" means ~~one (1) or more habitable rooms which are~~ any individual living unit in a single-family or multi-family structure or building, mobile home, or motor home located on a permanent site intended ~~to be occupied by one (1) family with facilities~~ for ~~living, sleeping, cooking and eating and from which the City collects refuse,~~ or capable of being utilized for, residential living other than a hotel or motel.

~~"Food waste" means all source-separated vegetable waste, fruit waste, grain waste, and dairy waste, meat waste, fish waste, food-contaminated paper and other~~

~~compostable paper (such as pizza boxes, take-out containers, napkins and paper towels), and untreated and unpainted wall board co-collected with green waste.~~

~~"Garbage"~~"Edible food" means food that is unsold or unserved and meets all quality and labeling standards imposed by federal, state, and local laws and regulations even though the food may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions, or as otherwise defined in 14 CCR Section 18982(a)(18). Edible food is not discarded materials if it is recovered and not discarded.

"Enforcement action" means an action of the City to address non-compliance with this chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

"Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that the collector reasonably believes would, as a result of or upon disposal, be a violation of local, state or federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be disposed of in class iii landfills, waste that in the collector's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the collector or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in residential solid waste after implementation of programs for the safe collection, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

"Food distributor" means a company that distributes food to entities including, but not limited to, supermarkets and grocery stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

"Food facility" has the same meaning as in Section 113789 of the Health and Safety Code.

"Food recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

"Food recovery organization" means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

1. A food bank as defined in Section 113783 of the Health and Safety Code;

2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A food recovery organization is not a commercial edible food generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for food recovery organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this chapter.

"Food recovery service" means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A food recovery service is not a commercial edible food generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

"Food Scraps" means those discarded materials that will decompose and/or putrefy including: (i) all kitchen and table food waste~~, and~~; (ii) animal or vegetable waste that ~~attends~~is generated during or results from the storage, preparation, cooking, or handling of food stuffs ~~intended for disposal~~; (iii) discarded paper (including paper containers and cartons) that is contaminated with food scraps and compostables; (iv) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (v) vegetable trimmings, houseplant trimmings, and other compostable organic waste common to the occupancy of residential dwellings. Food scraps are a subset of organic materials.

~~"Green waste" means biodegradable materials such as leaves, grass, weeds, and wood materials from trees and shrubs.~~

"Generator" means any person whose act or process produces discarded materials as defined in the Public Resources Code, or whose act first causes discarded materials to become subject to regulation.

"Grocery store" means a store primarily engaged in the retail sale of canned food~~;~~, dry goods, fresh fruits and vegetables~~;~~, fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

"Hauler route" means the designated itinerary or sequence of stops for each segment of the City's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

"Industrial wastes" means and includes all types of solid wastes and semisolid wastes ~~which~~ that result from manufacturing facilities, factories, food processors, refineries, and publicly-~~-~~operated treatment works.

"Industrial waste collector" means a person authorized by the City by permit to collect industrial waste within the City.

"Inspection" means a site visit or other activities where a City reviews records, containers, and/or an entity's collection, handling, recycling, or landfill disposal of recyclable materials, organic waste, solid waste/mixed waste, or edible food handling to determine if the entity is complying with requirements set forth in this chapter, or as otherwise defined in 14 CCR Section 18982(a)(35).

"Landfill" means a disposal site employing a method of disposing of solid wastes on land without creating nuisances or hazards to public health or safety, by utilizing principles of engineering to confine the wastes to the smallest practical area, with a layer of suitable cover material at specific designated intervals.

~~"Multifamily refuse" or "multifamily solid waste" means solid waste generated by the residents of any building and/or structure, or portion thereof, located in City that is used for residential housing and having four (4) or more distinct living units.~~

"Large event" means an event, including, but not limited to, a sporting event or a flea market that charges an admission price, or is operated by a local agency, and serves an average of more than two thousand (2,000) individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately-~~-~~owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this chapter.

"Large venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately-owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one (1) large venue that is contiguous with other large venues in the site, is a single large venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this chapter.

"Local education agency" means a school district, charter school, or county office of education that is not subject to the control of City or county regulations related to solid waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

"Multi-family" means any residential premises, other than a single-family premises, with four (4) or more dwelling units used for residential purposes (regardless of whether residence therein is temporary or permanent), including such premises when combined in the same building with commercial establishments, that receive centralized, shared, collection service for all units on the premises that are billed to one (1) Customer at one (1) address. Customers residing in townhouses, mobile homes, condominiums, or other structures with four (4) or more dwelling units who receive individual service and are billed separately shall not be considered multi-family, unless otherwise required by applicable law.

"Occupant" means the person who occupies a premises.

"Organic materials" means yard trimmings and food scraps, individually or collectively. No discarded material shall be considered to be organic materials, however, unless it is separated from recyclable materials and solid waste.

"Organic materials container" shall be used for the purpose of storage and collection of source separated organic materials.

"Organic waste" means solid wastes containing material originated from living organisms and their metabolic waste products, including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

"Owner," when used with reference to a dwelling, means and shall conclusively be deemed to be the person(s) holding legal title to real property and/or any improvements thereon, and shall include the person(s) listed on the latest equalized assessment roll of the county assessor.

"Permittee" means a person authorized by the City by permit to collect industrial wastes, commercial recyclable materials, or construction and demolition debris.

~~"Occupant" means person(s) occupying residential, commercial, or industrial premises.~~

~~"Owner," when used with reference to a dwelling means and shall conclusively be deemed to be the legal owner or the legal owner's agent of the dwelling.~~

"Person" means any individual, firm, association, partnership, corporation, trust, joint venture, or other legal entity.

"Premises" means and includes a tract or parcel of land with or without habitable buildings or appurtenant structures.

"Putrescible wastes" means and includes wastes that are capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisances because of odors, gases, or other offensive conditions, and include materials such as food wastes, offal, and dead animals.

~~"Refuse" means and includes garbage and rubbish.~~

"Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

"Recyclable materials" or "recyclables" means discarded materials ~~intended~~that: the generators set out in recyclable containers for ~~and capable~~collection for the purpose of ~~being recycled, and that are~~recycling by the collector and that exclude excluded waste. No discarded materials shall be considered recyclable materials unless such material is separated~~, set aside, handled, packaged offered, or otherwise delivered for~~ from organic materials and solid waste.

"Recyclable materials container" shall be used for the purpose of storage and collection ~~in a manner different from solid waste~~of source separated recyclable materials.

"Recycle, recycled, recycling" means the process of collection, sorting, cleansing, treating, and reconstituting recyclable materials that would otherwise be disposed of, and returning them to the economy in the form of raw materials for new, reused, repaired, refabricated, remanufactured, or reconstituted products. ~~The collection, transportation, or disposal of solid waste not intended for, or capable of, reuse is not recycling.~~

"Removal" means the act of taking solid wastes from the place of waste generation either by an approved collection agent or by a person in control of the premises.

"Remote monitoring" means the use of the internet of things (IOT) and/or wireless electronic devices to visualize the contents of recyclable materials containers, organic materials containers, and solid waste containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of contamination.

"Residential ~~refuse" or "residential solid waste" means and includes all types of domestic rubbish which originate in single-family, duplex, triplex premises.~~

~~"Rubbish" includes nonputrescible solid wastes such as ashes, paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery, plastics, rubber by-products or litter.~~

~~"Solid wastes or wastes~~" means ~~and includes all putrescible and nonputrescible solid~~ of, from, or pertaining to a single-family premises, including single-family homes,

duplexes, triplexes, townhouse complexes, and ~~semisolid wastes, such as refuse, garbage, rubbish, paper, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded~~mobile home ~~and industrial appliances, manure, vegetable or animal solid and semisolid wastes and other discarded solid and semisolid wastes and also includes liquid wastes disposed of in conjunction with solid wastes at solid waste transfer/processing stations or disposal sites, but excludes:~~parks.

~~1. Sewage collection and treated in a municipal or regional sewerage system; or~~

~~2. Materials or substances having commercial value which have been salvaged for reuse, recycling or resale.~~

"Responsible party" means the owner, property manager, tenant, lessee, occupant, or other designee that subscribes to and pays for recyclable materials, organic materials, and/or solid waste collection services for a premise in the City, or, if there is no such subscriber, the owner or property manager of a single-family premise, multi-family premise, or commercial premise. In instances of dispute or uncertainty regarding who is the responsible party for a premises, responsible party shall mean the owner of a single-family premise, multi-family premise, or commercial premise.

"Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

"Route review" means a visual inspection of containers along a hauler route for the purpose of determining container contamination, in a manner approved by the Director or their designee, or as otherwise defined in 14 CCR Section 18982(a)(65).

"SB 1383" means the Short-Lived Climate Pollutants Act of 2016 (an act to add Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and to add Chapter 13.1 [commencing with Section 42652] to Part 3 of Division 30 of the Public Resources Code, relating to methane emissions), also commonly referred to as "SB 1383," as amended, supplemented, superseded, and replaced from time to time.

"SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

"Self-haul" means to act as a self-hauler.

"Self-hauler" means a person who hauls solid waste, organic waste, or recyclable material they have generated to another person, subject to City approval in accordance with this chapter. Self-hauler also includes a landscaper~~,~~ or a person who back-hauls waste.

"Single-family" means any detached or attached house or residence designed or used for occupancy by one (1) family, with three (3) or fewer distinct living units, provided that collection service feasibly can be provided to such premises as an independent unit, and the owner or occupant of such independent unit is billed directly for the collection service. Single-family includes townhouses, and each independent unit of duplex or tri-plex residential structures, regardless of whether each unit is separately billed for their specific service level.

"Solid waste" means solid waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40191 and regulations promulgated hereunder. Excluded from the definition of solid waste are excluded waste, C&D, source separated recyclable materials, source separated organic materials, and radioactive waste. Notwithstanding any provision to the contrary, solid waste may include de minimis volumes or concentrations of waste of a type and amount normally found in residential solid waste after implementation of programs for the safe collection, recycling, treatment, and disposal of household hazardous waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time. Solid waste includes salvageable materials only when such materials are included for collection in a solid waste container not source separated from solid waste at the site of generation.

"Solid waste container" shall be used for the purpose of storage and collection of solid waste.

"Source separated" means the segregation, by the generator, of materials designated for separate collection for some form of recycling, composting, recovery, or reuse.

"State" means the State of California.

"Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars ($2,000,000) or more, and that sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

"Tenant" means a person who is legally in control of, but is not necessarily the legal owner of, a building, ~~or~~ a part of a building, ~~or~~ a dwelling unit, or any type of premises. ~~Synonymous~~Tenant is synonymous with occupant or lessee.

"Tier one commercial edible food generator" means a commercial edible food generator that is one (1) of the following:

1. Supermarket.
2. Grocery store with a total facility size equal to or greater than ten thousand (10,000) square feet.
3. Food service provider.
4. Food distributor.

5. Wholesale food vendor.

If the definition in 14 CCR Section 18982(a)(73) of tier one commercial edible food generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this chapter.

"Tier two commercial edible food generator" means a commercial edible food generator that is one (1) of the following:

1. Restaurant with two hundred fifty (250) or more seats, or a total facility size equal to or greater than five thousand (5,000) square feet.
2. Hotel with an on-site food facility and two hundred (200) or more rooms.
3. Health facility with an on-site food facility and one hundred (100) or more beds.
4. Large venue.
5. Large event.
6. A state agency with a cafeteria with two hundred fifty (250) or more seats or total cafeteria facility size equal to or greater than five thousand (5,000) square feet.
7. A local education agency facility with an on-site food facility.
8. If the definition in 14 CCR Section 18982(a)(74) of tier two commercial edible food generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this chapter.

"Wholesale food vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

"Yard trimmings" means those discarded materials that will decompose and/or putrefy including, but not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of organic materials resulting from normal yard and landscaping maintenance that may be specified by the City or applicable law for collection and processing as organic materials-, in accordance with this chapter. Yard trimmings does not include items herein defined as excluded waste. Yard trimmings are a subset of organic materials.

"Vacant lot" means any parcel of real property that is not improved with a community garden, as defined by Section 16.240.020, or a completed permitted structure. ~~(Ord. 2020-09-15-1501 C.S. § 4; prior code § 7-050)~~

8.04.020 Mandatory ~~solid waste~~discarded materials service required.

It shall be mandatory for the record owner of any property in the City in and from which solid waste is created, accumulated, or produced, unless requirements are otherwise waived or exempted subject to Section 8.04.190, to:

A. Subscribe to and pay for ~~solid waste~~ City's three- (3) container collection services ~~provided to such property by the City, or a collector or permittee~~for at least weekly collection of ~~the City;~~recyclable materials, organic materials, and solid waste;

B. Place and/or direct its generators to place~~,~~ at a location accessible to the collector or permittee, an adequate container or containers provided by the collector or permittee for deposit of ~~refuse~~discarded materials of such a number, type, or capacity as the ~~Public Works~~ Director ~~for the City~~ may prescribe~~. (Ord. 2019-11-05-1403-02 C.S. § 2; Ord. 2019-02-05-1403 C.S. § 2; prior code § 7-051)~~;

C. Place, and/or direct its generators to place, source separated organic materials in the organic materials container; source separated recyclable materials in the recyclable materials container; and solid waste in the solid waste container~~.~~;

D. Not place and/or direct its generators to not place contamination in collection containers and not place materials designated for the organic materials containers or recyclable materials containers in the solid waste containers~~.~~;

E. Nothing in this section prohibits a responsible party or generator of a premise from preventing or reducing discarded materials generation, managing organic waste on site, and/or using a community composting site pursuant to 14 CCR Section 18984.9(c).

8.04.030 Failure to initiate service or to provide sufficient ~~refuse~~discarded materials containers.

A. When an owner or occupant fails to initiate adequate ~~refuse~~discarded materials collection service within ten (10) days of occupancy of a dwelling by any person, the Public Works Director will give the owner or occupant notification that such service is required. If the owner or occupant does not arrange with the collector for service within ten (10) days from the date of mailing of the notice, then the collector shall initiate and continue ~~refuse~~discarded materials collection service for said dwelling.

B. When, in the opinion of the ~~Public Works~~ Director, additional ~~refuse~~discarded materials containers ~~or~~, more frequent services, or other service modifications are required, they shall be provided for by the owner or occupant upon written notification from the Director. ~~(Prior code § 7-051.1)~~

8.04.035 Requirements for multi-family.

A. Responsible parties of multi-family premises shall provide or arrange for recyclable materials, organic materials, and solid waste collection services consistent with this chapter for employees, contractors, and tenants.

B. Responsible parties of multi-family premises shall:

1. Supply and allow access to adequate number, size, and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers consistent with City's recyclable materials container, organic materials container, and solid waste container collection service and, if self-hauling, consistent with the multi-family premise's approach to complying with self-hauler requirements in Section 8.04.255.

2. Annually provide information to employees, contractors, tenants, and customers about recyclable materials and organic waste recovery requirements and about proper sorting of recyclable materials, organic materials, and solid waste.

3. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to source separate recyclable materials and organic materials, the location of containers, and the rules governing their use at each property.

4. Provide or arrange access for City or its designee to their properties during all inspections conducted in accordance with this chapter to confirm compliance with the requirements of this chapter.

C. If the responsible party of a multi-family premise wants to self-haul, meet the self-hauler requirements in Section 8.04.255.

D. Multi-family premises with at least five (5) dwelling units that generate two (2) cubic yards or more of total solid waste, recyclable materials, and organic materials per week (or other threshold defined by the state) that arrange for gardening or landscaping services, shall require that the contract or work agreement between the owner, occupant, or operator of a multi-family premises and a gardening or landscaping service specifies that the designated organic materials generated by those services be managed in compliance with this chapter.

E. Nothing in this section prohibits a responsible party or generator of a multi-family premise from preventing or reducing discarded materials generation, managing organic waste on site, or using a community composting site pursuant to 14 CCR Section 18984.9(c).

8.04.036 Requirements for commercial.

A. Responsible parties of commercial businesses shall provide or arrange for recyclable materials, organic materials, and solid waste collection services consistent with this chapter for employees, contractors, tenants, and customers.

B. Responsible parties of commercial premises shall:

1. Supply and allow access to adequate number, size, and location of collection containers with sufficient labels or colors (conforming with Section 8.04.036.B.2 below) for employees, contractors, tenants, and customers, consistent with City's recyclable materials container, organic materials container, and solid waste container collection service and, if self-hauling, consistent with the commercial premise's' approach to complying with self-hauler requirements in Section 8.04.255.

2. Provide containers for the collection of source separated recyclable materials and source separated organic materials in all indoor and outdoor areas where solid waste containers are provided for customers, for materials generated by that commercial business. Such containers shall be visible and easily accessible. Such containers do not need to be provided in restrooms. If a commercial business does not generate any of the materials that would be collected in one (1) type of container, then the responsible party of the commercial business does not have to provide that particular container in all areas where solid waste containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the responsible party of the commercial business shall have either:

    a. A body and/or lid that is blue for recyclable materials, green for organic materials, and grey for solid waste conforms with the container colors provided through the collection service provided by City, or

    b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container.

3. To the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the City's recyclable materials container, organic materials container, and solid waste container collection service and, if self-hauling, per the instructions of the commercial business' responsible party to support its compliance with self-hauler requirements provided in Section 8.04.255 of this chapter.

4. Periodically inspect recyclable materials containers, organic materials containers, and solid waste containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

5. Annually, provide information to employees, contractors, tenants, and customers about recyclable materials and organic waste recovery requirements and about proper sorting of recyclable materials, organic materials, and solid waste.

6. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes: requirements to source separate recyclable materials and organic materials and keep source separated organic materials and source separated recyclable materials separate from each other and from other solid waste; the location of containers; and, the rules governing containers' use at each property.

7. Provide or arrange access for City or its designee to their properties during all inspections conducted in accordance with this chapter to confirm compliance with the requirements of this chapter.

E. If the responsible party of a commercial business wants to self-haul, meet the self-hauler requirements in Section 8.04.255 of this chapter.

F. Nothing in this section prohibits a responsible party or a generator of a commercial business from preventing or reducing discarded materials generation, managing organic waste on site, or using a community composting site pursuant to 14 CCR Section 18984.9(c).

G. Responsible parties of commercial businesses that are tier one or tier two commercial edible food generators shall comply with food recovery requirements, pursuant to Section 8.04.195.

8.04.040 Duty to keep right-of-way free from ~~solid waste~~discarded materials.

Every person in possession, charge, or control of, and using, any place or premises in the City fronting on a street, alley, or other public right-of-way shall maintain the portion of the street, alley, or other public right-of-way adjacent to the place or premises in a condition free from ~~solid~~discarded materials and waste matter. For the purposes of this section, the portion of a street, alley, or other public right-of-way adjacent to a place or premises includes any walkway, trail, sidewalk, parkway, curb and gutter, and the travel lane portion of the roadway on the side of the street or alley adjoining the property. The City may provide street sweeping services and collect a fee therefor as a part of the solid waste charge in partial satisfaction of this section. ~~(Prior code § 7-051.2)~~

8.04.050 Containers generally.

A. All ~~refuse~~discarded materials containers shall be kept clean and sanitary and portable by the owner or other person responsible for providing the container under the provisions of this section.

B. If the collector is permitted or required to provide containers as a provision of its franchise, contract, or permit, all containers shall comply with the requirements established ~~by the collector~~ pursuant to the provisions of the franchise, contract, or permit, or as otherwise specified by applicable law.

C. Loading of containers shall be subject to the weight limitations established by the Public Works Director.

D. Separate containers for various types of recyclable materials and organic materials shall be provided according to written directives issued by the Public Works Director. ~~(Prior code § 7-051.3)~~

8.04.060 Placement for collection.

On collection days, all containers and parcels of ~~refuse~~discarded materials shall be placed adjacent to the roadway in a manner that does not block any travel way, parking area, or gutter. Loaded containers ready for collection shall not be set out before 6:00 p.m. on the day prior to the regular collection day. Containers shall be returned to a proper storage location on private property and not visible from the public right-of-way not later than 11:00 p.m. on the day of collection. The City Council may, by resolution, from time to time, prescribe days and hours for the collection of solid waste and recyclable material from property within certain areas of the City. Within such areas, all solid waste and recyclable material shall be made available for collection at the designated day and time. ~~(Prior code § 7-051.4)~~

8.04.070 Placement of waste in containers—Separation of recyclable materials~~.~~ and organic materials.

A. Waste consisting of flammable liquids, anti-freeze, insecticides, poisons, caustics, acids, explosives, liquid paint, or other household hazardous waste material, shall not be placed for collection service, but rather shall be disposed of at designated hazardous waste facilities, or as otherwise required by law.

B. Used motor oil and used oil filters may be placed in appropriate containers for collection as designated by the Public Works Director.

C. Medical waste shall not be placed for collection through solid waste services, but rather shall be disposed of as otherwise required by law.

D. Recyclable ~~material, green waste~~materials and ~~food waste~~organic materials shall be separated from other solid waste for collection. However, the collector shall not refuse to collect solid waste from containers properly placed according to this article because it contains incidental amounts of recyclable ~~material~~materials or organic materials.

E. Large household or bulky items shall not be placed for collection through the collection services~~, but rather shall be disposed of by special arrangement through the neighborhood clean up program or bulky item collection program provided by the collector. Placement of excess solid waste or bulky items may be placed for collection as designated by the Public Works Director. (Prior code § 7-051.5)~~ containers, but rather shall be placed in accordance with any administrative or operational requirements established by the Director or their designee and applicable law, and in accordance with the current franchise agreement as applicable.

8.04.080 Placement of bins.

A. Bins shall be placed in an accessible, outside location, on a hard surface. Bins shall be kept in enclosures meeting standards approved by the Public Works Director. The Public Works Director may waive the requirement for enclosure of a bin on the premise~~s,~~ or may establish a time schedule for implementation of the enclosure requirement upon application by the person responsible for the premise~~s~~ and a finding of good cause. Any such waiver shall be in writing and maintained in the records of the Public Works Department. Locked or inaccessible bins will be serviced only by special arrangement with the collector.

B. It is unlawful to place a bin in any public street, alley, or right-of-way without the express written permission of the Public Works Director upon such terms and conditions as Public Works Director deems appropriate in the public interest. ~~(Prior code § 7-051.6)~~

8.04.090 Summary abatement of improper containers.

Any container ~~or bin which~~that does not conform with the provisions of this chapter may be summarily abated as a public nuisance by the City. Such summary abatement shall occur only after ~~a tag giving~~written or electronic notice of the non-complying nature of the container has been ~~placed on it~~provided and the container has thereafter been used a second time for disposal of solid waste. ~~(Prior code § 7-051.7)~~

8.04.100 ~~Design of projects to include facilities for recyclable materials~~ CALGreen requirements.

Regulated entities shall at all times comply with the requirements of ~~projects~~the California Green Building Standards Code (24 CCR, Part 11), including, but not limited to ~~include facilities for recyclable~~, the following provisions related to discarded materials~~.~~:

~~New~~1. Section 4.410.2 (Recycling by Occupants Residential) and ~~substantially remodeled commercial, industrial and multifamily~~ Section 5.410.1 30 (Recycling by Occupants Non-residential ~~uses shall be designed to include space~~) regarding provision

of readily accessible areas for storage and collection of recyclable materials on the premises.and organic materials (Prior code § 7.051.8); and,

2. For organic waste commingled with construction and demolition debris, 24 CCR Section 4.408.1 (Construction Waste Management Residential) and 24 CCR Section 5.408.1 (Construction Waste Management non-residential).

8.04.110 Scavenging prohibited.

A. It is unlawful and a misdemeanor for any person to do any of the following:

1. Scavengescavenge, tamper with, move, remove, tip, deface, or destroy, any solid wastediscarded materials collection container, or the contents thereof;

2. Scavenge, tamper with, move, remove, tip, deface or destroy any collection container for discarded recyclable material or the contents thereof.

B. This section shall not apply to activities of the City, the collector, the owner or occupant of a premises, or a person authorized by the City to perform activities under this chapter. (Prior code § 7-051.9)

8.04.120 ReservedViolations.

Any owner or occupant or other person who shall violate any of the provisions of Sections 8.04.020 through 8.04.110 of this chapter shall be guilty of a misdemeanor. (Prior code § 7-051.10)

8.04.130 Collector entitled to payment for services rendered.

A. Pursuant to the provisions of this chapter and the terms and conditions of any applicable franchise or permit, the collector shall be entitled to payment from the owner or occupant for services rendered. When the owner or occupant has been directed to initiate service and the collector attempts to collect refusediscarded materials from the

dwelling, then such attempts shall be deemed the rendering of collection service for which collector is entitled to compensation in the same manner and amount as if discarded materials had actually been collected.

compensation in the same manner and amount as if refuse had actually been collected.

B. For multifamily refusesingle-family discarded materials, multi-family discarded materials, commercial solid wastediscarded materials, and industrial waste, collectors shall bill directly to the owner or occupant for collection services rendered. The collector may require that the record owner be the customer of record. Moreover,

the collector or permittee may permit a tenant or authorized agent to receive bills pursuant to procedures prescribed by the City and provided that the property owner remains ultimately fully responsible and liable for payment. In all such events where the property owner is the customer of record or fully responsible and liable for payment, the collector or permittee may request that the City collect any delinquent or unpaid fees through a lien or special assessment under the procedures set forth in Section 8.04.160 or Government Code Section 38790.1 as it may be amended. ~~(Ord. 2019-11-05-1403-02 C.S. § 3; prior code § 7-051.11)~~

8.04.135 Unified bill.

A. A unified bill includes charges for water services provided by the City and all other service charges~~,~~ including sewer, ~~solid waste~~discarded materials, and stormwater service charges.

B. A bill that does not contain charges for water services provided by the City is not a unified bill as used in this chapter.

C. Water services not provided by the City may be billed separately from other City service charges at the water service provider's sole discretion. ~~(Ord. 2019-02-05-1403 C.S. § 3)~~

8.04.140 Billing and collection procedures for residential ~~solid waste~~discarded materials collection.

A. All accounts for ~~solid waste~~discarded materials collection services shall be established by and held in the name of the record owner of the property where the ~~solid waste~~discarded materials services are to be provided.

B. At the time the application for ~~solid waste~~discarded materials collection services is requested, and at the Chief Financial Officer's sole discretion, the applicant shall provide proof of ownership of the property to be served.

C. The record owner of a property receiving ~~solid waste~~discarded materials collection services shall be fully responsible and liable for the payment of all ~~solid waste~~discarded materials collection service charges, any delinquent ~~solid waste~~discarded materials collection service charges, and any penalties applicable to his or her property.

D. The Chief Financial Officer may, in the Chief Financial Officer's sole discretion, send the bill for ~~solid waste~~discarded materials collection services to a tenant or any other person or entity designated by the record owner, provided the record owner or his or her authorized representative submits to the City a complete and signed request to bill the tenant or other designated person or entity on such form as may be specified by the Chief Financial Officer.

E. If, in accordance with subsection D of this section, a bill is sent to a person or entity other than the record owner, then the service account shall remain in the record owner's name and the record owner shall be fully responsible and liable for the payment of any ~~solid waste~~discarded materials collection service charges, any delinquent ~~solid waste~~discarded materials collection service charges, and penalties applicable to ~~his or her~~their property as if the bill had been sent to the record owner.

F. The method of billing for residential ~~solid waste~~discarded materials collection services will be determined by the Chief Financial Officer with the concurrence of the City Manager. Notification of billing changes ~~shall be provided to the record owner of~~to any property where ~~solid waste~~discarded materials services are provided shall be provided to the record owner, ~~any~~ tenant, ~~or~~ designated person, or entity authorized to receive a bill for ~~solid waste~~discarded materials collection service charges pursuant to subsection D of this section.

G. Except as provided in subsection D, residential ~~solid waste~~discarded materials collection service charges will be billed on a unified bill to the record owner if the water services are provided by the City at the service location. Residential properties that consist of two (2) or more separate dwelling units, and are served by a single water meter, shall be billed for ~~solid waste~~discarded materials collection service for the total number of separate residential dwelling units served by such water meter on a unified bill.

H. If a property does not receive water services from the City, the ~~solid waste~~discarded materials collection service charges may be billed separately or with other utility services provided by the City.

I. Notwithstanding anything to the contrary in this chapter or code, the City may permit the collector or permittee of the City to bill record owners for service provided by the collector or permittee pursuant to the procedures prescribed by the City. Moreover, the collector or permittee may permit a tenant or authorized agent to receive bills pursuant to procedures prescribed by the City and provided that the property owner remains ultimately fully responsible and liable for payment. In all such events, the collector or permittee may request that the City collect any delinquent or unpaid fees through a lien or special assessment as permitted in Section 8.04.160 or Government Code Section 38790.1 as it may be amended. ~~(Ord. 2019-11-05-1403-02 C.S. § 4; Ord. 2019-02-05-1403 C.S. § 4; prior code § 7-051.12)~~

8.04.150 Charges payable to City or authorized agent for billing and collection for residential ~~solid waste~~discarded materials collection.

All residential ~~solid waste~~discarded materials charges shall be payable to the City or its authorized agent for billing and collection. ~~(Prior code § 7-051.13)~~

8.04.160 Delinquency, penalties and nonpayment for residential ~~solid waste~~discarded materials collection.

A. An account is delinquent when payment ~~in full~~ of the bill for ~~solid waste~~discarded materials collection service charges is not received in full at the office of the City or its authorized agent for billing and collection within twenty-five (25) days of the billing date. A postmark date is not considered the date of payment.

B. Where all or any part of any bill for a ~~solid waste~~discarded materials collection services account remains unpaid twenty-five (25) days after the billing date, a basic penalty of ten (10) percent of the total delinquent amount will be added to such bill for the first month the account is delinquent. In addition, the City may impose a penalty in an amount not to exceed one (1) percent per month for nonpayment of any ~~solid waste~~discarded materials service charges and any basic penalty.

C. Except as otherwise provided by law, if a unified bill remains unpaid more than sixty (60) days after the date of billing, City water service at the service location may be terminated.

1. City water service will not be restored until the amount of all delinquent ~~solid waste~~discarded materials collection service charges, associated service charges, penalties, deposits, and reconnection charges have been paid in full.

2. Prior to termination of water service, the Chief Financial Officer, in the Chief Financial Officer's sole discretion, may authorize an amortization agreement pursuant to Section 779 or 10010 of the Public Utilities Code or other applicable statute or regulation.

D. The City shall include a statement in each bill for ~~solid waste~~discarded materials collection service charges to each record owner in substantially the following form:

> ~~"Solid waste~~"Discarded materials collection service charges and any penalties shall constitute a lien against the lot or parcel of land against which the charges and any penalties are imposed if the charges remain delinquent for sixty (60) or more days."

Pursuant to such notice, the ~~solid waste~~discarded materials collection service charges and penalties may become a lien against the lot or parcel of land against which the charges were imposed if such charges remain delinquent for a period of sixty (60) or more days. The City shall cause to be recorded with the county recorder all such delinquent ~~solid waste~~discarded materials service charges and any penalties~~,~~; and, when so recorded, such charges and penalties shall have the force, effect, and priority of a judgment lien and continue for ten (10) years from the time of recording ,unless sooner released or otherwise discharged. ~~(Ord. 2020-01-14-1102 C.S. § 2; Ord. 2019-11-05-1403-02 C.S. § 5; Ord. 2019-02-05-1403 C.S. § 5; prior code § 7-051.14)~~

8.04.170 Maintenance of records for residential ~~solid waste~~discarded materials collection.

The Administrative Services Officer, or authorized agent for billing and collection, is responsible for maintaining adequate records of bills tendered, payments received, delinquencies recorded, cash deposited, and charges incurred. The records shall be maintained in accordance with the City's record retention policy. ~~(Prior code § 7.051.15)~~

8.04.180 Payment of fees and mandatory reporting of change in circumstance.

A. No ~~solid waste~~discarded materials collection services will be furnished to any property or person free of charge.

B. The record owner of any property where ~~solid waste~~discarded materials services are provided shall be responsible for the payment of any and all ~~solid waste~~discarded materials collection service charges, any delinquent ~~solid waste~~discarded materials collection service charges, and any penalties applicable to his or her property.

C. It shall be, and is hereby made, the duty of each record owner of any property where ~~solid waste~~discarded materials services are provided to ascertain from the City Administrative Services Department, or its authorized agent for billing and collection, the amount and due date of any ~~solid waste~~discarded materials collection service charges, any delinquent ~~solid waste~~discarded materials collection service charges, and any penalties applicable to his or her property, and to pay such charges and penalties when due and payable.

D. The record owner of any property where ~~solid waste~~discarded materials services are provided is obligated to inform the City Administrative Services Department, or its authorized agent for billing and collection, immediately of all circumstances and of any change(s) in any circumstance ~~which~~ that will, in any way, affect the applicability of any ~~solid waste~~discarded materials collection service charges or the amount of any such charges that may be imposed on his or her property for ~~solid waste~~discarded materials services provided. In particular, but not by way of limitation, the record owner of any property where ~~solid waste~~discarded materials services are provided by the City, or a collector or permittee of the City, shall immediately inform the City Administrative Services Department or its authorized agent for billing and collection of any sale or transfer of any such property. ~~(Ord. 2019-11-05-1403-02 C.S. § 6; Ord. 2019-02-05-1403 C.S. § 6; prior code § 7-051.16)~~

8.04.190 Exemptions and waivers.

~~Owners, occupants or persons in possession, charge or control of dwellings, buildings, places and premises in the City in and from which it is claimed that no solid waste is created, accumulated or produced so as to require refuse collection services,~~

~~or that other methods of solid waste collection and disposal are available and will be provided may apply for an exemption from the provisions of this chapter by making application therefor to the Public Works Director on forms provided by said Director. Upon receiving an application for an exemption, the Director shall cause an investigation to be made concerning the matters contained in the application and into such other matters, as the Director may deem appropriate. If after investigation the Director determines that refuse collection services are not required for the premises described in the application, or that other methods of solid waste collection and disposal are available and will be provided then, in that event, the Director may grant an exemption from the provisions of this chapter. If an exemption is granted, the Director shall notify the collector that an exemption has been granted. Said exemption may be revoked at any time thereafter if after investigation the Director determines that circumstances have changed and that refuse collection services are required. (Prior code § 7-051.17)~~

The Director or their designee may develop processes for, and grant exemptions or waivers to, individual responsible parties for compliance with specified service requirements of Chapter 8.04, consistent with applicable law and as provided below.

A. Vacancy of premise. The Director or their designee may provide a process for responsible parties to apply for, and to be granted, a temporary exemption from collection service at a vacant or unoccupied premise. The Director or their designee may limit the duration or frequency for which such exemptions may be granted to a responsible party, and may provide for a vacancy credit against the responsible party's payment for service. Said exemption may be revoked at any time thereafter if, after investigation, the Director determines that circumstances have changed and that discarded material collection services are required.

B. Other waivers. The Director or their designee may develop a process for waiving individual responsible party obligations to comply with some or all recyclable materials and organic waste requirements of Chapter 8.04. Such waivers, if provided, shall be granted in accordance with processes prescribed and implemented by the Director or their designee. The Director or their designee shall periodically verify continued eligibility of the party granted such waiver. Any waiver process shall be consistent with 14 CCR Section 18984.11 and other applicable law.

8.04.195 Requirements for commercial edible food generators.

A. Tier one commercial edible food generators must comply with the requirements of this Section 8.04.195, tier two commercial edible food generators must comply with the requirements of this section commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

B. Large venue or large event operators not providing food services, but allowing for food to be provided by others, shall require food facilities operating at the

large venue or large event to comply with the requirements of this section, commencing January 1, 2024.

C. Commercial edible food generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of edible food that would otherwise be disposed.

2. Contract with or enter into a written agreement with food recovery organizations or food recovery services for: (i) the collection of edible food for food recovery; or, (ii) acceptance of the edible food that the commercial edible food generator delivers to the food recovery organization for food recovery.

3. Not intentionally spoil edible food that is capable of being recovered by a food recovery organization or a food recovery service.

4. Allow City's designated enforcement entity or designated third--party enforcement entity to access the premises to conduct inspections and review records pursuant to 14 CCR Section 18991.4 and this chapter.

5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

a. A list of each food recovery service or organization that collects or receives the commercial edible food generator's edible food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

c. A record of the following information for each of those food recovery services or food recovery organizations:

i. The name, address, and contact information of the food recovery service or food recovery organization.

ii. The types of food that will be collected by or self-hauled to the food recovery service or food recovery organization.

iii. The established frequency that food will be collected or self-hauled.

iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a food recovery service or food recovery organization for food recovery.

6. Maintain records required by this section for five (5) years.

7. The Director may, at their discretion, require commercial edible food generators to provide an annual food recovery report to the City, in a manner and timeline prescribed by the Director, that may include information such as:

a. The amount, in pounds, of edible food donated to a food recovery service or food recovery organization annually;

b. The amount, in pounds of edible food rejected by a food recovery service or food recovery organization annually; and,~~.~~

c. Any additional information required by the Director or their designee.

D. Nothing in this chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

8.04.196 Requirements for food recovery organizations and food recovery services.

A. Food recovery services collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

1 The name, address, and contact information for each commercial edible food generator from which the food recovery service collects edible food.

2 The quantity in pounds of edible food collected from each commercial edible food generator per month.

3 The quantity in pounds of edible food transported to each food recovery organization per month.

4 The name, address, and contact information for each food recovery organization to which the food recovery service transports edible food for food recovery.

B. Food recovery organizations collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

1 The name, address, and contact information for each commercial edible food generator from which the organization receives edible food.

2 The quantity in pounds of edible food received from each commercial edible food generator per month.

3 The name, address, and contact information for each food recovery service that the organization receives edible food from for food recovery.

C. Food recovery organizations and food recovery services shall maintain records required by this section for five (5) years.

D. Food recovery organizations and food recovery services that have their primary address physically located in the City and contract with or have written agreements with one or more commercial edible food generators, pursuant to 14 CCR Section 18991.3(b), shall report to the City the total pounds of edible food recovered in the previous calendar year from the tier one and tier two commercial edible food generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b). The annual report shall be submitted to the City no later than the date prescribed by the Director or their designee.

E. In order to support edible food recovery capacity planning assessments or other studies conducted by the county, City or its designee, food recovery services and food recovery organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, proposed, new, or expanded~~,~~ food recovery capacity that could be accessed by the City and its commercial edible food generators. A food recovery service or food recovery organization contacted by the City shall respond to such request for information within sixty (60) days, unless a shorter timeframe is otherwise specified by the City.

8.04.200 ~~Enforcement citations~~Single-use foodware.

~~The Public Works Director and the employees of the Public Works Department as designated by the Director are hereby authorized to issue citations to owners and/or occupants of property for violations of the provisions of this chapter. (Prior code § 7-051.18)~~ Entities regulated under Public Resources Code Part 3, Division 30, Chapter 5.2, relating to single-use plastic foodware and condiments, shall at all times comply with the applicable provisions of that chapter. Notwithstanding Section 8.04.360, the Director or their designee shall enforce such requirements commencing June 1, 2022, in accordance with the enforcement procedures and penalty amounts set forth in Public Resources Code Section 42272.

8.04.210 Deposit of ~~garbage, rubbish,~~discarded materials or waste matter other than in containers—Unlawful.

It is unlawful for any person in the City to throw or deposit any ~~recyclable material, green waste, garbage, rubbish~~discarded materials or waste matter or to cause the same to be thrown or deposited upon any street, alley, gutter, park, or other public way or to throw or deposit the same in or upon any premises or vacant lot or in any water or waterway or upon the levees or banks adjacent thereto, or to store or keep the same except in containers as required herein. ~~(Prior code § 7-052)~~

8.04.220 Permitting ~~rubbish~~discarded materials to accumulate in vicinity of receptacles—Prohibited—Penalty.

A. It is unlawful for any person to permit or allow ~~rubbish~~discarded materials to accumulate in the vicinity of ~~solid waste~~discarded materials receptacles or areas used for the storage of ~~solid waste~~discarded materials receptacles. This section shall apply to both residential and commercial properties.

B. Any person, firm, or corporation violating this section shall be deemed guilty of a ~~misdemeanor, and each such person, firm or corporation shall be deemed guilty of a~~ separate offense for each and every day or portion thereof during which a violation of this section is committed, continued, or permitted~~.~~, and shall be subject to enforcement pursuant to Section 8.04.360. ~~(Prior code § 7-052.1)~~

8.04.230 Burying ~~garbage~~discarded materials, etc.—Prohibited.

It is unlawful for any person to bury ~~garbage~~discarded materials at any place within the City. ~~(Prior code § 7-053)~~

8.04.240 Collection of ~~garbage, rubbish~~discarded materials, waste matter~~, commercial waste~~, industrial waste or swill, unless licensed—Unlawful.

It is unlawful for any person, firm, corporation, or association to collect ~~garbage, rubbish~~discarded materials, waste matter, ~~commercial solid waste,~~ or industrial waste within the City or transport the same through the streets, alleys, and public ways of ~~said~~ City unless such person, firm, corporation or association has been licensed to do so by the City by contract, permit, or otherwise. ~~(Prior code § 7-054)~~

8.04.250 Collectors and facility operators.

The City Council of the City shall, by contract or permit, authorize one (1) or more persons, firms, or corporations to collect, transport, and process or dispose of ~~garbage, rubbish, solid waste, residential refuse, multifamily refuse, commercial solid waste~~discarded materials and industrial waste within the City on a regularly~~-~~scheduled

basis. With regard to residential, ~~multifamily~~multi-family, and commercial ~~refuse~~discarded materials, the manner of collection and other regulations of said residential, ~~multifamily~~multi-family, and commercial ~~refuse~~discarded materials collectors shall be set forth in the contract, which may include provision of recyclable materials, ~~green waste and food waste~~organic materials collection, ~~and~~ street sweeping ~~and~~, seasonal leaf collection, and other related programs. With regard to industrial waste, the manner of collection and other regulations of said industrial waste collectors shall be set forth in a separate agreement or permit. ~~(Prior code § 7-055)~~

A. Requirements for collectors

1. Collector(s) providing recyclable materials, organic waste, and/or solid waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of its franchise, contract, permit, or other authorization with the City to collect recyclable materials, organic materials, and/or solid waste:

a. Through annual written notice to the City on or before the date prescribed by the Director, identify the facilities to which they will transport discarded materials, including facilities for source separated recyclable materials, source separated organic materials, and solid waste unless otherwise stated in the franchise agreement, contract, permit, license, or other authorization with the City.

b. Transport source separated recyclable materials to a facility that recovers those materials; transport source separated organic materials to a facility, operation, activity, or property that recovers organic waste as defined in 14 CCR, Division 7, Chapter 12, Article 2; transport solid waste to a disposal facility or transfer facility or operation that processes or disposes of solid waste; and transport manure to a facility that manages manure in conformance with 14 CCR Article 12 and such that the manure is not landfilled, used as alternative daily cover (ADC), or used as alternative intermediate cover (AIC).

c. Obtain approval from the City to haul organic waste, unless it is transporting source separated organic waste to a community composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1 and Chapter 8.28 of the Stockton municipal code.

2. Collectors authorized to collect recyclable materials, organic materials, and/or solid waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, contract, permit, or other agreement entered into with City.

B. Requirements for Facility Operators and Community Composting Operations

1. Owners of facilities, operations, and activities located within the City's boundaries that recover organic waste including, but not limited to, compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within sixty (60) days.

2. Community composting operators with operations located in the City's boundaries, upon City request, shall provide information to the City to support organic waste capacity planning, including, but not limited to, an estimate of the amount of organic waste anticipated to be handled at the community composting operation. Entities contacted by the City shall respond within sixty (60) days.

3. Owners of facilities, operations, and activities located in the City's boundaries that receive recyclable materials, organic materials, and/or solid waste shall provide to the City, on a quarterly basis, copies of all reports they are required to report to CalRecycle, including at minimum, those required by AB 901 and SB 1383.

8.04.255 Self-hauler requirements.

A. The Director may, at their sole discretion, establish processes to allow approved commercial generators to self-haul their discarded materials. Commercial generators interested in self-hauling materials shall comply with all administrative, operational, and regulatory requirements established by the Director or their designee, or as required by applicable law, as a condition of approval to self-haul. Self-haulers shall prepare and handle their discarded materials in a manner consistent with 14 CCR Section 18984.1, the City's collection program, and any other requirements established by the Director or their designee. Self-haulers shall deliver their discarded materials only to facilities approved or designated by the Director.

C. Self-haulers that are responsible parties of commercial businesses shall keep records of the amount of recyclable materials, organic waste, and solid waste delivered to each City-approved or designated facility. These records shall be subject to inspection by the Director and/or their designee. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the recyclable materials, organic materials, and solid waste.

2. The amount of material in cubic yards or tons transported by the generator or responsible party to each entity.

3. If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the self-hauler's vehicle in a

manner that allows it to determine the weight of materials received, the self-hauler is not required to record the weight of material but shall keep a record of the entities that received the recyclable materials, organic materials, and solid waste.

4. Other information prescribed by the Director or their designee as a condition of approval to self-haul.

D. Self-haulers shall retain all records and data required to be maintained by this section for no less than five (5) years after the recyclable materials, organic materials, and/or solid waste was first delivered to the facility accepting the material.

E. Self-haulers that are commercial businesses shall provide copies of records required by this section to City if requested by the Director or their designee and shall provide the records at the frequency requested by the Director.

F. Failure to comply with the provisions of this section may lead to revocation of approval to self-haul, at the Director's sole discretion, and enforcement procedures pursuant to Section 8.04.360.

8.04.260 Collection and disposal of solid waste—Charges and rates.

The charges or rates that persons, firms, or corporations authorized by contract to collect and dispose of residential ~~refuse, multifamily refuse~~discarded materials, multi-family discarded materials, and commercial ~~solid waste~~discarded materials within the City may charge~~,~~ shall be established from time to time by resolution of the City Council of the City. The charges or rates for other solid waste collection services, including industrial waste collection and commercial recyclable material collection, shall be established by the collector. ~~(Prior code § 7-056)~~

8.04.270 Commercial recyclable material collectors—Permit required.

It is unlawful for any person, firm, or corporation to collect commercial recyclable ~~material~~materials~~,~~ and/or organic materials, at the Director's sole discretion, within the City without first having obtained a permit to do so from the Public Works Director and a business license therefor from the Administrative Services Officer. The fee for said permit and license shall be established from time to time by resolution of the City Council. Said permit or license shall expire on May 30~~th~~ of each year and must be renewed annually on or before said date. ~~(Prior code § 7-057)~~

8.04.280 Commercial recyclable material collectors.

Persons, firms or corporations licensed as commercial recyclable material and/or organic material collectors are hereby authorized to collect recyclable materials and/or

organic materials, as licensed, from commercial and industrial customers within the City, provided that ~~at least 90 percent of each load is actually recycled and not disposed of~~the collector complies with SB 1383 regulations and other applicable law. ~~(Prior code § 7-058)~~

8.04.290 Industrial waste collectors—Permit required.

A. It is unlawful for any person, firm, or corporation to collect and dispose of industrial waste within the City as an industrial waste collector without first having received a permit ~~to do so~~. Said permit shall be issued upon majority vote of the City Council. The fee for the issuance of said permit shall be the sum of one hundred thousand dollars ($100,000.00)~~.~~, or another amount determined by City Council. Any such permit issued pursuant to this section shall not be transferable to another person, firm, or corporation, and in the case of corporations the permit shall become void whenever there may occur a transfer of the majority interest in said corporation. Said permit or license issued prior to May 30, 2019, shall expire on December 31, 2024. This constitutes the City's five (5) year notice that may or may not be required under Public Resources Code Section 49520. Permitted industrial waste collectors shall comply at all times with applicable law related to its operations~~,~~ including, but not limited to, SB 1383. Industrial waste collectors, upon request of City, shall provide documentation of compliance as a condition of permit approval.

~~B. Industrial waste collector permits issued prior to May 30, 2019, shall remain in full force and effect until December 31, 2024. (Ord. 2019-04-30-1108 C.S. § 2; prior code § 7-059)~~

8.04.300 Industrial waste collector—Permit fee and AB 939 fee.

A. In addition to the initial permit fee mentioned in Section 8.04.290, for the privilege to provide service pursuant to permit, the industrial waste collector shall pay to the City eighteen and one-half percent (18.5~~20~~) percent of the gross revenue collected for performing industrial waste collection services. The industrial waste collector shall also pay to the City an AB 939 fee equal to five~~three and one-half~~ (5~~3 1/2~~) percent of gross revenue collected for performing industrial waste collection services.

B. For the purpose of this section only, no such additional fee will be due and payable to City for revenues derived from the direct or indirect sale of reclaimed solid waste or its derivatives. However, this provision shall not be construed to exempt revenue from any element of the services to collect such industrial waste.

C. On or before the 15th day of each month, the industrial waste collector shall submit to the Administrative Services Officer a statement of gross revenues collected pursuant to the permit for the preceding month, with the appropriate remittance in full. Such statement shall separately show gross revenue from the sale of reclaimed ~~refuse~~discarded materials for the preceding month.

D. The industrial waste collector shall, from the sources of revenue available to the collector through the granting of the permit, pay all fees and charges due the City as provided for in this section. A five (5) percent penalty shall apply to a delinquent payment for the first month, and a one (1) percent penalty shall be added for each succeeding month thereafter until the delinquent balance is paid in full.

E. Permit holders of industrial waste collector permits issued prior to May 30, 2019, shall also pay to the City eighteen and one-half (18.520) percent of the gross revenue collected for performing industrial waste collection services and shall also pay an AB 939 fee equal to five three and one-half (53-1/2) percent of gross revenue collected for performing industrial waste collection services. (Ord. 2019-04-30-1108 C.S. § 3; prior code § 7-060)

8.04.310 Industrial waste collector—Diversion requirement.

A. The For materials regulated under Chapter 8.28, the industrial waste collector shall divert from disposal at least 50 percent of all materials collectedthe percentage specified in performing all industrial waste collection servicesChapter 8.28.

B. Permit holders of industrial waste collector permits issued prior to May 30, 2019 shall also divert from disposal 50 percent of all materials collected in performing all industrial waste collection services. (Ord. 2019-04-30-1108 C.S. § 4; prior code § 7-061

8.04.320 Industrial waste collector—Financial reports to City.

A. Every industrial waste collector who has obtained a permit to provide industrial waste collection services within the City shall at any time deemed necessary by the City Manager, make available to the City all accounting records that pertain to any portion of the industrial waste collector's operations within the scope of the permit issued.

B. Annually, the industrial waste collector shall provide the City with one (1) electronic copy and three (3) printed copies of its annual audited financial statements prepared by an independent certified or public accountant. The statements shall be prepared by the independent auditor in conformance with accepted accounting principles. Such statements shall be provided to the City within one hundred twenty (120) days after the close of the collector's fiscal year. The financial statements shall clearly indicate all gross revenues collected for industrial waste collection services within the City and confirm that the collector has paid to the City eighteen and one-half (18.520) percent of the gross revenue collected for performing industrial waste collection services and an AB 939 fee of five three and one-half (35-1/2) percent of gross revenue collected for performing industrial waste collection services. The City shall insist that the financial statements do not reflect any other business activities that are carried on by the collector in any other area or jurisdiction other than the City. The City reserves the right to request, and the industrial waste collector shall provide, any

additional documentation, itemization, or detail as requested by City to verify any amounts reported in monthly revenue reports and annual financial statements. ~~(Ord. 014-11 C.S. § 1, eff. 1-5-12; prior code § 7-062)~~

8.04.330 Regulations—Commercial ~~recyclable material~~discarded materials collectors and industrial waste collectors.

Every vehicle used for the collection of commercial ~~recyclable material, rubbish~~discarded materials, waste matter, or industrial waste shall have a metal-lined body and be covered or operated so as to prevent the contents from falling, spilling, leaking, blowing, or dripping there from. ~~(Prior code § 7-063)~~

8.04.340 Commercial recyclable material collectors and industrial waste collectors—~~Tonnage reports~~Reports to City.

A. Every commercial recyclable material collector and every industrial waste collector who has obtained a permit to provide collection services within the City, and every permit holder of an industrial waste collector permit issued prior to May 30, 2019, shall at any time deemed necessary by the Public Works Director, make available to City all disposal and diversion records that pertain to any portion of collection services within the scope of the permit issued pursuant to Section 8.04.270 or 8.04.290.

B. Every commercial recyclable material collector and industrial waste collector, and every permit holder of an industrial waste collector permit issued prior to June 1, 2003, shall provide a quarterly report to the City of total tons disposed and tons diverted through provision of commercial ~~recyclable material~~discarded materials collection or industrial waste collection services in the City. Quarterly reports to the City shall be due on the 15th day of the month following the previous calendar quarter. ~~(Ord. 2019-04-30-1108 C.S. § 5; prior code § 7-064)~~

C. Every commercial recyclable materials collector, industrial waste collector, and permit holder shall additionally comply with all reporting requirements set forth under its agreement, contract, permit, or other written direction from the City. The subject of such reports may include, but are not limited to, operational, financial, or programmatic information~~,~~ and shall be submitted in a manner and timeline specified by the Director or its designee.

8.04.345 Model water efficient landscaping ordinance requirements.

A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (single-family, multi-family, public, institutional, or commercial) project with a landscape area greater than five hundred (500) square feet, or rehabilitating an existing landscape with a total landscape area greater than two thousand five hundred (2,500) square feet, shall comply with Sections

492.6(a)(3)(B) (C), (D), and (G) of the MWELO September 15, 2015 requirements. Other requirements of the MWELO are in effect pursuant to Section 16.56.040 of the Stockton municipal code.

B. If the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO September 15, 2015 requirements in a manner that requires the City to incorporate the requirements of an updated MWELO in a local ordinance, and the amended requirements include provisions more stringent than those required in this section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

8.04.350 Public Works Director—Duties.

A. The Public Works Director shall monitor and provide overall direction for the collection and disposal of ~~garbage, rubbish~~discarded materials, waste matter, ~~commercial solid waste,~~ and industrial waste operations in the City. The Public Works Director, or ~~said~~ Director's authorized representatives, shall receive and investigate all complaints, including complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 regulations, and endeavor to improve and extend the ~~garbage, rubbish~~discarded materials, waste matter, ~~commercial solid waste~~ and industrial waste collection services. In the absence of other regulations, the Public Works Director shall have the power to determine and set the hours of collection, manner of collection, and such other regulations as may be necessary to insure an orderly program for the collection, transportation, and disposal of ~~garbage, rubbish~~discarded materials, waste matter, ~~commercial solid waste~~ and industrial waste in order to promote the community welfare, convenience, health, and safety. All disputes between collectors and producers concerning charges, service, or any other matter not otherwise delegated shall be decided by the Public Works Director, or ~~said~~ Director's authorized representative. The Public Works Director, or ~~said~~ Director's authorized representative, is hereby directed and empowered to enforce the provisions set forth herein and he or she shall have the right to enter all premises or vehicles for the purpose of making any inspection or investigation ~~which~~ that he or she may deem necessary under the provisions hereof.

B. In the event an industrial establishment is unable to secure the services of any permitted industrial waste collector ~~who has received permits to do so under the provisions of this chapter, then~~, ~~in that event~~ the Public Works Director may assign a permittee to service that particular establishment at a reasonable rate to be determined by the Public Works Director.

C. An industrial waste collector shall allow access to its records of customers served by said collector, when requested by the Public Works Director, provided, however, said records shall be held confidentially by said Director and not subject or open to public inspection~~.~~, except as otherwise required by applicable law. ~~(Prior code § 7-065)~~

8.04.355 Inspections.

A. The Director and their designees are authorized to conduct inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or source separated materials to confirm compliance with this chapter by regulated entities such as generators, responsible parties of commercial businesses, responsible parties of multi-family premises, commercial edible food generators, haulers, self-haulers, food recovery services, and food recovery organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for inspection. For the purposes of inspecting commercial businesses' or multi-family premises' containers for compliance with this chapter, City may utilize remote monitoring or other technologies at the Director's discretion.

B. Regulated entity shall provide or arrange for access during all inspections (with the exception of residential property interiors) and shall cooperate with the Director or their designee(s) during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, inspection of edible food recovery activities, review of required records, or other verification or inspection to confirm compliance with any other requirement of this chapter. Failure of a responsible party to provide or arrange for: (i) access to an entity's premises; or, (ii) access to records for any inspection or investigation is a violation of this chapter and may result in penalties described in Section 8.04.360.

C. Any records obtained by the City during its inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

D. The Director and their designee(s) are authorized to conduct any inspections or other investigations as reasonably necessary to further the goals of this chapter, subject to applicable laws.

8.04.360 Violations, enforcement and ~~A~~appeal.

A. Violation of any provision of this chapter shall constitute grounds for issuance of a notice of violation and assessment of a fine by a City enforcement official or representative in conformance with Chapter 1.28 and Chapter 1.32, except as otherwise indicated in this chapter.

B. The Public Works Director and their designees, including, but not limited to, county agency enforcement officials, as applicable, are hereby authorized to issue citations to owners and/or occupants of property for violations of the provisions of this chapter. (Prior code § 7-051.18)

C. Process for Enforcement

1. The Director and/or their designee(s) will monitor compliance with this chapter randomly and through compliance reviews, route reviews, investigation of complaints, and an inspection program. This chapter establishes City's right to conduct inspections and investigations.

2. For incidences of contamination found in containers, City or designee will issue a notice of contamination to any generator or responsible party found to have contamination in a container. The City may authorize the City or designee to assess contamination processing fees if the City or designee observes contamination in a responsible party's container(s).

3. With the exception of violations of contamination of container contents addressed under Section 8.04.360.C.2, City shall issue a notice of violation requiring compliance within a maximum of sixty (60) days of issuance of the notice.

4. Absent compliance by the respondent within the deadline set forth in the notice of violation, City shall commence an action to impose penalties, via an administrative citation and fine, pursuant to this chapter.

Notices shall be sent to owner at the official address of the owner maintained by the tax collector for the City or, if no such address is available, to the owner at the address of the multi-family premises or commercial premises or to the responsible party for the collection services, depending upon available information.

D. Penalty Amounts

1. The penalty levels for enforcement for violations of Sections 8.04.020, 8.04.035, 8.04.036, 8.04.195, 8.04.196, 8.04.250, and/or 8.04.255 shall be in accordance with 14 CCR Section 18997.2.

2. The penalty levels and other available remedies for enforcement for violations of all other sections of this chapter shall be handled in accordance with Title 1 of the Stockton Municipal Code.

E. Compliance Deadline Extension Considerations

City may extend the compliance deadlines set forth in a notice of violation issued in accordance with this section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;

2. Delays in obtaining discretionary permits or other government agency approvals; or,

3. Deficiencies in organic waste recycling infrastructure or edible food recovery capacity while the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

F. Education Period for Non-Compliance

Through December 31, 2023, City will conduct inspections, route reviews or waste evaluations, and compliance reviews, depending upon the type of regulated entity, to determine compliance with Sections 8.04.020, 8.04.035, 8.04.036, 8.04.195, 8.04.196, 8.04.250, and/or 8.04.255. If the City determines that generator, responsible party, self-hauler, hauler, tier one commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this chapter and a notice that compliance is required, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

G. Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that a generator, responsible party, self-hauler, hauler, tier one or tier two commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance with Sections 8.04.020, 8.04.035, 8.04.036, 8.04.195, 8.04.196, 8.04.250, and/or 8.04.255, it shall document the noncompliance or violation, issue a notice of violation, and take enforcement action pursuant to this section, as needed.

H. Any person dissatisfied with any action taken or any decision made by the Public Works Director or designee with regard to the provisions of this chapter may appeal pursuant to the provisions of Chapter 1.44 of this code. ~~(Ord. 2019-11-05-1403-02 C.S. § 7; prior code § 7-066)~~

SECTION II. AMENDMENT OF CODE

Title 8, Chapter 8.28 of the Stockton Municipal Code is amended and shall read as follows:

Chapter 8.28 CONSTRUCTION AND DEMOLITION DEBRIS WASTE REDUCTION

8.28.010 Findings.

The State through its California Waste Management Act of 1989, Assembly Bill 939 (AB 939), requires that each local jurisdiction in the State divert 50 percent of discarded materials (base year 1990, State methodology) from landfill.

The State through its California Green Building Standards Code, 24 CCR, Part 11 (CALGreen) sets minimum diversion standards and establishes other requirements related to handling of construction and demolition debris.

The State through its Senate Bill 1383 (SB 1383), the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organic waste in landfills as a source of methane. SB 1383 regulations require jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 regulations, including the requirement, among others, to comply with the California Green Building Standards Code, 24 CCR, Part 11 (CALGreen), as amended.

The City could face fines up to $10,000.00 a day for not meeting the above mandated ~~goal~~AB 939 goals and SB 1383 program requirements.

Construction and demolition debris constitutes a large portion of the waste stream in the City. These materials have significant potential for waste reduction and recycling.

The City finds that reusing and recycling construction and demolition debris is essential to further the City's efforts to reduce waste and comply with AB 939 and SB 1383.

Reusing construction and demolition debris has proven to reduce the amount of such material from landfills, increase site and worker safety, and be cost effective.

~~Except in unusual circumstances, it is feasible to divert 50 percent or more of all construction and demolition debris from construction, demolition, and renovation projects. (Ord. 010-08 C.S. § 2, prior code § 7-080)~~

8.28.020 Purpose.

The general purpose of these regulations is to establish and maintain a program to reduce the amount of construction and demolition waste generated within the City that is disposed in landfills. This chapter sets a waste diversion requirement ~~that 50 percent or more (by weight) of the amount of~~for construction and demolition debris generated at project sites be reused, recycled or otherwise processed to divert such materials from disposal in landfills. Any party that undertakes a construction, demolition, or renovation project by applying for City permits is responsible for meeting the construction and demolition debris waste diversion requirement. ~~(Ord. 010-08 C.S. § 2, prior code § 7-081)~~

8.28.030 Definitions.

For the purpose of this chapter, the following definitions shall apply:

City-Sponsored Projects. All City-sponsored construction, demolition and renovation projects shall be considered covered projects for the purpose of this chapter and shall submit a construction/demolition recycling plan prior to beginning any construction or demolition activities, and shall be subject to all applicable provisions of this chapter.

"Commercial recyclable material collector" means a person, firm or corporation that is licensed by the City for the purpose of providing recyclable material collection service within the City limits, and is required to ~~recycle at least 90 percent of each load collected~~comply with SB 1383 regulations and other applicable law.

"Construction" and "new construction" means the building and/or modification of any facility or structure or any portion thereof including any tenant improvements to an existing facility or structure.

"Construction and demolition debris" ~~means used or discarded materials removed from premises during construction or renovation of a structure resulting from construction, remodeling, repair, or demolition operations on any pavement, house, commercial building, or other structure.~~has the same meaning as construction and demolition debris as defined in Chapter 8.04.

"Construction/demolition recycling plan" means a form the permit applicant must submit to the City at the time the permit applicant seeks permits to undertake a construction, demolition and renovation project within the City. The construction/demolition plan is intended to identify the types of materials that will be generated by the project, and how those materials will be transported and disposed.

"Construction/demolition recycling report" means a form the permit applicant must submit to the City at the conclusion of a construction, demolition and renovation project. The construction/demolition recycling report is intended to document the types and quantities of materials that were recycled or reused, and the quantities of materials that were finally disposed at a landfill. The permit applicant must complete the form and submit it for review and approval by the City for the purpose of compliance with this ordinance.

"Covered projects" refers to all construction, demolition and renovation projects ~~within the City with total costs that are, or projected to be, equal to or greater than $20,000.00~~covered by the scope of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended.

"Divert" means to use material for any purpose other than disposal in a landfill.

"Industrial waste collector" means a person, firm or corporation that is licensed by the City for the purpose of providing collection and disposal of industrial waste within the City limits~~, and is required to recycle at least 50 percent of the materials collected~~.

"Non-covered projects" refers to all construction, demolition and renovation projects within the City, regardless of the actual or projected cost of the project. For purposes of this regulation, all permit applicants must submit a completed (1) construction/demolition recycling plan and (2) construction/demolition recycling report for review during the permit process.

"Permit applicant" means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the City for the applicable permits to undertake any construction, demolition, or renovation project within the City.

"Review Official" means the designated staff persons assigned by the Public Works Director and responsible for implementing and managing this chapter. The Review Official will determine the sufficiency of recycling plans and reports submitted by permit applicants, and either approve or deny a permit based on the review of the forms, documentation, and information provided.

"Self-haul" means the act of transporting debris generated by a construction, demolition or landscape contractor, or an individual performing construction, demolition or landscape work at a covered project site or a non-covered project site and using his or her own vehicle to deliver such debris to a permitted disposal site or recycling facility.

"Waste diversion requirement" means the diversion ~~of at least 50 percent (by weight) of the~~minimum for construction and demolition debris generated by a covered project in accordance with California Green Building Standards Code (24 CCR, Part 11), as amended. ~~(Ord. 010-08 C.S. § 2, prior code § 7-082)~~

8.28.040 Permit applicant and City responsibilities.

A. The City will not issue an approved permit for any construction, demolition or renovation project unless and until the permit applicant has performed its responsibilities to comply with the City's construction and demolition debris waste reduction program. All permit applicants for a covered project or a non-covered project have certain responsibilities, as specified below, to meet compliance with this regulation

B. Permit applicants of a covered project are responsible to do the following:

1. Obtain from the City a C&D permit packet, which contains the required forms and other resource information needed to comply with waste diversion requirement for a covered project.

2. Complete and submit the construction and demolition recycling plan at the time of permit application.

3. Complete and submit the construction and demolition recycling report and related receipts and weight tickets within 14 days of final clean up of a covered project site.

4. Meet the waste diversion requirement for the covered project.

5. Comply with the requirements of the California Green Building Standards Code (24 CCR, Part 11), as amended, or more stringent City requirements as applicable.

C. Permit applicants of a non-covered project are responsible to do the following:

1. Obtain from the City a C&D permit packet, which contains the required forms and other resource information needed to comply with the waste diversion goals of the City for any construction, demolition and renovation project within the City.

2. Complete and submit the construction and demolition recycling plan at the time of permit application.

3. Complete and submit the construction and demolition recycling report and related receipts and weight tickets within 14 days of final clean up of a non-covered project site.

D. The City Review Official is responsible for the following:

1. Provide assistance and information requested by the permit applicant in completing the required forms.

2. Review submitted forms in a timely manner and notify the permit applicant regarding any discrepancies and/or missing documentation.

3. Notify appropriate City staff if a permit applicant has met the waste diversion requirement of a project.

4. Require a hold on the project if the permit applicant has not complied with the requirements of this C&D chapter. ~~(Ord. 010-08 C.S. § 2, prior code § 7-083)~~

8.28.050 Construction and demolition debris collection.

A. The authority to collect solid waste (including the collection of construction and demolition debris addressed in this chapter) is regulated by the City as prescribed in the provisions Sections 8.04.240 through 8.04.300. In general, only an industrial waste collector or a commercial recyclable material collector that has obtained a permit from the City may collect and transport construction and demolition debris from a project site to a disposal or processing facility.

B. A construction contractor or subcontractor or landscape contractor may self-haul and recycle or dispose of debris from a construction or demolition or landscaping site at which the contractor is performing work, provided that the contractor utilizes its own personnel and equipment and transports debris while performing its own work. Any debris collected on site through general clean-up operations, whether periodically or at the completion of a project, may not be transported and disposed by a third party, unless that third party has secured a necessary solid waste hauling permit from the City (and is therefore registered as an industrial waste collector or a commercial recyclable material collector). The City will provide a list of all industrial waste collectors and commercial recyclable material collectors authorized to collect construction and demolition debris from project sites within the City when it issues the C&D permit packet for the project. ~~(Ord. 010-08 C.S. § 2, prior code § 7-084)~~

8.28.060 Construction and demolition recycling requirements.

A. All permit applicants of covered projects or non-covered projects shall identify the types of materials expected to be generated as a result of the construction, demolition or renovation project at the time of the permit application. Permit applicants for covered project are required to meet the waste diversion requirement ~~of at least 50 percent of~~established by this chapter for materials generated as discards by the project, regardless of whether the permit applicant performs the work or hires contractors, subcontractors or others to perform the work.

B. Within 14 days following the completion of the construction, demolition or renovation project, the permit applicant shall submit recycling/reuse and disposal documentation to the Review Official. Documentation shall consist of a final completed "construction and demolition debris recycling report" showing tons recycled/reused and disposed by material type, supported by copies of weight tickets, receipts or other records of measurement from recycling companies, deconstruction contractors and/or landfill disposal companies. The City will provide a list of recycling companies in the Stockton area that receive and recycle various types of materials generated from construction and demolition projects when it issues the C&D permit packet for the project. ~~(Ord. 010-08 C.S. § 2, prior code § 7-085)~~

8.28.070 City remedies for noncompliance.

The City reserves the right to initiate any or all of the following actions in the event a permit applicant of a covered project fails to meet the waste diversion requirement or fails to submit a completed construction/demolition recycling plan and report and the associated documentation that is required of this chapter:

A. Issue a stop work order on the construction and/or other permits pertinent to the covered project until the project applicant has submitted all required forms and documentation; and/or

B. ~~Issue a fine of $200.00 for the first incident of noncompliance with this chapter, and an additional fine of $500.00 for the second and every subsequent incident of noncompliance. (Ord. 010-08 C.S. § 2, prior code § 7-086)~~ Issue penalties and conduct enforcement action in accordance with Section 8.04.360 for violations of activities regulated under Chapter 8.04 or 14 CCR Section 18989.1.

8.28.080 Appeal.

Any person dissatisfied with any action taken or any decision made by the Review Official assigned by the Public Works Director with regard to the provisions of this chapter may appeal pursuant to the provisions of Chapter 1.44 of this code. ~~(Ord. 010-08 C.S. § 2, prior code § 7-087)~~

SECTION III. SEVERABILITY

If any section of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the act which can be given without the invalid provisions or application, and to this end the provisions of this act are severable.

SECTION IV.EFFECTIVE DATE

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

ADOPTED: _____

EFFECTIVE: _____

_____
KEVIN J. LINCOLN, II
Mayor of the City of Stockton

ATTEST:

_____
ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 8, CHAPTERS 8.04 AND 8.28 OF THE STOCKTON MUNICIPAL CODE RELATING TO THE COLLECTION OF ORGANIC MATERIALS

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

SECTION I. AMENDMENT OF CODE

Title 8, Chapter 8.04 of the Stockton Municipal Code is amended and shall read as follows:

Chapter 8.04 COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS, AND ORGANIC MATERIALS

8.04.010 Definitions.

The following words, terms, and phrases when used herein shall have the meaning ascribed to them in this section except where the context clearly indicates a different meaning.

"AB 939" means the California Integrated Waste Management Act of 1989 (Division 30, California Public Resources Code), as amended, supplemented, superseded, and replaced from time to time.

"Back-haul" means generating and transporting recyclable materials or organic waste to a destination owned and operated by the generator or responsible party using the generator's or responsible party's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

"Bin" means a container with capacity of approximately one (1) to eight (8) cubic yards, with a hinged lid, and with wheels (where appropriate), that is serviced by a front end-loading collection vehicle.

"Building" means all other buildings and structures not defined as dwellings.

"CalRecycle" means California's Department of Resources Recycling and Recovery.

"California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

"City" means the City of Stockton.

“City Manager” means the City Manager of the City of Stockton.

“Collection” means the act of collecting recyclable materials, organic materials, solid waste, bulky items, and other material at the place of generation in City.

“Collector” means persons, firms, or corporations authorized by the City Council by franchise, contract, or permit to collect, transport, and process or dispose of discarded materials on an on-call and/or regularly scheduled basis.

“Commercial” shall mean of, from, or pertaining to non-residential premises where business activity is conducted including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations; but excluding businesses conducted upon residential property that are permitted under applicable zoning regulations and are not the primary use of the property.

“Commercial edible food generator” includes a tier one or a tier two commercial edible food generator as defined in this chapter or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, food recovery organizations and food recovery services are not commercial edible food generators pursuant to 14 CCR Section 18982(a)(7).

“Compliance review” means a review of records by the City or its designee to determine compliance with this chapter.

“Community composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, for which the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

“Composting or compost (or any variation thereof)” includes a controlled biological decomposition of organic materials yielding a safe and nuisance free compost product.

“Construction and demolition debris or C&D” includes discarded building materials, packaging, debris, and rubble resulting from construction, alteration, remodeling, repair, or demolition operations on any pavements, excavation projects, houses, commercial buildings, or other structures; but excludes excluded waste. Construction and demolition debris includes rocks, soils, tree remains, and other yard trimmings that result from land clearing or land development operations in preparation for construction.

“Contamination” means the following: (i) discarded materials placed in a recyclable materials container that are not identified as recyclable materials; (ii) discarded materials placed in an organic materials container that are not identified as organic materials; (iii) discarded materials placed in a solid waste container that are

identified as recyclable materials and/or organic materials, which are to be separately collected; and/or (iv) excluded waste placed in any container.

“Designee” means an entity that the City contracts with or otherwise arranges to carry out any of the City’s responsibilities of this chapter as authorized in 14 CCR Section 18981.2 or other applicable law. A designee may be a government entity, a collector, a private entity, or a combination of those entities.

“Director” or “Public Works Director” means the Public Works Director of the City of Stockton, acting either directly or through authorized agents or designees.

“Discarded materials” means recyclable materials, organic materials, and solid waste placed by a generator in a receptacle and/or at a location for the purposes of collection by a collector, excluding excluded waste.

“Disposal facility” means a landfill, or other facility, for ultimate disposal of solid waste.

“Dwelling” means an occupied residence, flat, apartment, or other facility used for housing one or more persons in the City.

“Dwelling unit” means any individual living unit in a single-family or multi-family structure or building, mobile home, or motor home located on a permanent site intended for, or capable of being utilized for, residential living other than a hotel or motel.

“Edible food” means food that is unsold or unserved and meets all quality and labeling standards imposed by federal, state, and local laws and regulations even though the food may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions, or as otherwise defined in 14 CCR Section 18982(a)(18). Edible food is not discarded materials if it is recovered and not discarded.

“Enforcement action" means an action of the City to address non-compliance with this chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

“Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that the collector reasonably believes would, as a result of or upon disposal, be a violation of local, state or federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be disposed of in class iii landfills, waste that in the collector’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the collector or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in residential solid waste after implementation of programs for the safe collection, recycling,

treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

“Food distributor” means a company that distributes food to entities including, but not limited to, supermarkets and grocery stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

“Food facility” has the same meaning as in Section 113789 of the Health and Safety Code.

“Food recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

“Food recovery organization” means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

1. A food bank as defined in Section 113783 of the Health and Safety Code;

2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A food recovery organization is not a commercial edible food generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for food recovery organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this chapter.

“Food recovery service” means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A food recovery service is not a commercial edible food generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

“Food Scraps" means those discarded materials that will decompose and/or putrefy including: (i) all kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking, or handling of food stuffs; (iii) discarded paper (including paper containers and cartons) that is

contaminated with food scraps and compostables; (iv) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (v) vegetable trimmings, houseplant trimmings, and other compostable organic waste common to the occupancy of residential dwellings. Food scraps are a subset of organic materials.

"Generator" means any person whose act or process produces discarded materials as defined in the Public Resources Code, or whose act first causes discarded materials to become subject to regulation.

"Grocery store" means a store primarily engaged in the retail sale of canned food, dry goods, fresh fruits and vegetables, fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

"Hauler route" means the designated itinerary or sequence of stops for each segment of the City's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

"Industrial wastes" means and includes all types of solid wastes and semisolid wastes that result from manufacturing facilities, factories, food processors, refineries, and publicly-operated treatment works.

"Industrial waste collector" means a person authorized by the City by permit to collect industrial waste within the City.

"Inspection" means a site visit or other activities where a City reviews records, containers, and/or an entity's collection, handling, recycling, or landfill disposal of recyclable materials, organic waste, solid waste/mixed waste, or edible food handling to determine if the entity is complying with requirements set forth in this chapter, or as otherwise defined in 14 CCR Section 18982(a)(35).

"Landfill" means a disposal site employing a method of disposing of solid wastes on land without creating nuisances or hazards to public health or safety, by utilizing principles of engineering to confine the wastes to the smallest practical area, with a layer of suitable cover material at specific designated intervals.

"Large event" means an event including, but not limited to, a sporting event or a flea market that charges an admission price, or is operated by a local agency, and serves an average of more than two thousand (2,000) individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately-owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this chapter.

"Large venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately-owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one (1) large venue that is contiguous with other large venues in the site, is a single large venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this chapter.

"Local education agency" means a school district, charter school, or county office of education that is not subject to the control of City or county regulations related to solid waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

"Multi-family" means any residential premises, other than a single-family premises, with four (4) or more dwelling units used for residential purposes (regardless of whether residence therein is temporary or permanent), including such premises when combined in the same building with commercial establishments, that receive centralized, shared, collection service for all units on the premises that are billed to one (1) Customer at one (1) address. Customers residing in townhouses, mobile homes, condominiums, or other structures with four (4) or more dwelling units who receive individual service and are billed separately shall not be considered multi-family, unless otherwise required by applicable law.

"Occupant" means the person who occupies a premises.

"Organic materials" means yard trimmings and food scraps, individually or collectively. No discarded material shall be considered to be organic materials, however, unless it is separated from recyclable materials and solid waste.

"Organic materials container" shall be used for the purpose of storage and collection of source separated organic materials.

"Organic waste" means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

"Owner," when used with reference to a dwelling, means and shall conclusively be deemed to be the person(s) holding legal title to real property and/or any

improvements thereon, and shall include the person(s) listed on the latest equalized assessment roll of the county assessor.

"Permittee" means a person authorized by the City by permit to collect industrial wastes, commercial recyclable materials, or construction and demolition debris.

"Person" means any individual, firm, association, partnership, corporation, trust, joint venture, or other legal entity.

"Premises" means and includes a tract or parcel of land with or without habitable buildings or appurtenant structures.

"Putrescible wastes" means and includes wastes that are capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisances because of odors, gases, or other offensive conditions, and include materials such as food wastes, offal, and dead animals. "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

"Recyclable materials" or "recyclables" means discarded materials that: the generators set out in recyclable containers for collection for the purpose of recycling by the collector and that exclude excluded waste. No discarded materials shall be considered recyclable materials unless such material is separated from organic materials and solid waste.

"Recyclable materials container" shall be used for the purpose of storage and collection of source separated recyclable materials.

"Recycle, recycled, recycling" means the process of collection, sorting, cleansing, treating, and reconstituting recyclable materials that would otherwise be disposed of, and returning them to the economy in the form of raw materials for new, reused, repaired, refabricated, remanufactured, or reconstituted products.

"Removal" means the act of taking solid wastes from the place of waste generation either by an approved collection agent or by a person in control of the premises.

"Remote monitoring" means the use of the internet of things (IOT) and/or wireless electronic devices to visualize the contents of recyclable materials containers, organic materials containers, and solid waste containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of contamination.

"Residential" means of, from, or pertaining to a single-family premises, including single-family homes, duplexes, triplexes, townhouse complexes, and mobile home parks.

“Responsible party” means the owner, property manager, tenant, lessee, occupant, or other designee that subscribes to and pays for recyclable materials, organic materials, and/or solid waste collection services for a premise in the City, or, if there is no such subscriber, the owner or property manager of a single-family premise, multi-family premise, or commercial premise. In instances of dispute or uncertainty regarding who is the responsible party for a premises, responsible party shall mean the owner of a single-family premise, multi-family premise, or commercial premise.

“Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

“Route review” means a visual inspection of containers along a hauler route for the purpose of determining container contamination, in a manner approved by the Director or their designee, or as otherwise defined in 14 CCR Section 18982(a)(65).

“SB 1383” means the Short-Lived Climate Pollutants Act of 2016 (an act to add Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and to add Chapter 13.1 [commencing with Section 42652] to Part 3 of Division 30 of the Public Resources Code, relating to methane emissions), also commonly referred to as "SB 1383," as amended, supplemented, superseded, and replaced from time to time.

“SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

“Self-haul” means to act as a self-hauler.

“Self-hauler” means a person who hauls solid waste, organic waste, or recyclable material they have generated to another person, subject to City approval in accordance with this chapter. Self-hauler also includes a landscaper or a person who back-hauls waste.

“Single-family” means any detached or attached house or residence designed or used for occupancy by one (1) family, with three (3) or fewer distinct living units, provided that collection service feasibly can be provided to such premises as an independent unit, and the owner or occupant of such independent unit is billed directly for the collection service. Single-family includes townhouses, and each independent unit of duplex or tri-plex residential structures, regardless of whether each unit is separately billed for their specific service level.

“Solid waste” means solid waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40191 and regulations promulgated hereunder. Excluded from the definition of solid waste are excluded waste, C&D, source separated recyclable materials, source separated organic materials, and radioactive waste.

Notwithstanding any provision to the contrary, solid waste may include de minimis volumes or concentrations of waste of a type and amount normally found in residential solid waste after implementation of programs for the safe collection, recycling, treatment, and disposal of household hazardous waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time. Solid waste includes salvageable materials only when such materials are included for collection in a solid waste container not source separated from solid waste at the site of generation.

"Solid waste container" shall be used for the purpose of storage and collection of solid waste.

"Source separated" means the segregation, by the generator, of materials designated for separate collection for some form of recycling, composting, recovery, or reuse.

"State" means the State of California.

"Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars ($2,000,000) or more, and that sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

"Tenant" means a person who is legally in control of, but is not necessarily the legal owner of, a building, a part of a building, a dwelling unit, or any type of premises. Tenant is synonymous with occupant or lessee.

"Tier one commercial edible food generator" means a commercial edible food generator that is one (1) of the following:

1. Supermarket.
2. Grocery store with a total facility size equal to or greater than ten thousand (10,000) square feet.
3. Food service provider.
4. Food distributor.
5. Wholesale food vendor.

If the definition in 14 CCR Section 18982(a)(73) of tier one commercial edible food generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this chapter.

"Tier two commercial edible food generator" means a commercial edible food generator that is one (1) of the following:

1. Restaurant with two hundred fifty (250) or more seats, or a total facility size equal to or greater than five thousand (5,000) square feet.
2. Hotel with an on-site food facility and two hundred (200) or more rooms.
3. Health facility with an on-site food facility and one hundred (100) or more beds.

4. Large venue.
5. Large event.
6. A state agency with a cafeteria with two hundred fifty (250) or more seats or total cafeteria facility size equal to or greater than five thousand (5,000) square feet.
7. A local education agency facility with an on-site food facility.
8. If the definition in 14 CCR Section 18982(a)(74) of tier two commercial edible food generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this chapter.

"Wholesale food vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

"Yard trimmings" means those discarded materials that will decompose and/or putrefy including, but not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of organic materials resulting from normal yard and landscaping maintenance that may be specified by the City or applicable law for collection and processing as organic materials, in accordance with this chapter. Yard trimmings does not include items herein defined as excluded waste. Yard trimmings are a subset of organic materials.

"Vacant lot" means any parcel of real property that is not improved with a community garden, as defined by Section 16.240.020, or a completed permitted structure.

8.04.020 Mandatory discarded materials service required.

It shall be mandatory for the record owner of any property in the City in and from which solid waste is created, accumulated, or produced, unless requirements are otherwise waived or exempted subject to Section 8.04.190, to:

A. Subscribe to and pay for City's three- (3) container collection services for at least weekly collection of recyclable materials, organic materials, and solid waste;

B. Place and/or direct its generators to place at a location accessible to the collector or permittee, an adequate container or containers provided by the collector or permittee for deposit of discarded materials of such a number, type, or capacity as the Director may prescribe;

C. Place, and/or direct its generators to place, source separated organic materials in the organic materials container; source separated recyclable materials in the recyclable materials container; and solid waste in the solid waste container;

D. Not place and/or direct its generators to not place contamination in collection containers and not place materials designated for the organic materials containers or recyclable materials containers in the solid waste containers;

E. Nothing in this section prohibits a responsible party or generator of a premise from preventing or reducing discarded materials generation, managing organic waste on site, and/or using a community composting site pursuant to 14 CCR Section 18984.9(c).

8.04.030 Failure to initiate service or to provide sufficient discarded materials containers.

A. When an owner or occupant fails to initiate adequate discarded materials collection service within ten (10) days of occupancy of a dwelling by any person, the Public Works Director will give the owner or occupant notification that such service is required. If the owner or occupant does not arrange with the collector for service within ten (10) days from the date of mailing of the notice, then the collector shall initiate and continue discarded materials collection service for said dwelling.

B. When, in the opinion of the Director, additional discarded materials containers, more frequent services, or other service modifications are required, they shall be provided for by the owner or occupant upon written notification from the Director.

8.04.035 Requirements for multi-family.

A. Responsible parties of multi-family premises shall provide or arrange for recyclable materials, organic materials, and solid waste collection services consistent with this chapter for employees, contractors, and tenants.

B. Responsible parties of multi-family premises shall:

1. Supply and allow access to adequate number, size, and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers consistent with City's recyclable materials container, organic materials container, and solid waste container collection service and, if self-hauling, consistent with the multi-family premise's approach to complying with self-hauler requirements in Section 8.04.255.

2. Annually provide information to employees, contractors, tenants, and customers about recyclable materials and organic waste recovery requirements and about proper sorting of recyclable materials, organic materials, and solid waste.

3. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to source separate recyclable materials and organic materials, the location of containers, and the rules governing their use at each property.

4. Provide or arrange access for City or its designee to their properties during all inspections conducted in accordance with this chapter to confirm compliance with the requirements of this chapter.

C. If the responsible party of a multi-family premise wants to self-haul, meet the self-hauler requirements in Section 8.04.255.

D. Multi-family premises with at least five (5) dwelling units that generate two (2) cubic yards or more of total solid waste, recyclable materials, and organic materials per week (or other threshold defined by the state) that arrange for gardening or landscaping services, shall require that the contract or work agreement between the owner, occupant, or operator of a multi-family premises and a gardening or landscaping service specifies that the designated organic materials generated by those services be managed in compliance with this chapter.

E. Nothing in this section prohibits a responsible party or generator of a multi-family premise from preventing or reducing discarded materials generation, managing organic waste on site, or using a community composting site pursuant to 14 CCR Section 18984.9(c).

8.04.036 Requirements for commercial.

A. Responsible parties of commercial businesses shall provide or arrange for recyclable materials, organic materials, and solid waste collection services consistent with this chapter for employees, contractors, tenants, and customers.

B. Responsible parties of commercial premises shall:

1. Supply and allow access to adequate number, size, and location of collection containers with sufficient labels or colors (conforming with Section 8.04.036.B.2 below) for employees, contractors, tenants, and customers, consistent with City's recyclable materials container, organic materials container, and solid waste container collection service and, if self-hauling, consistent with the commercial premise's approach to complying with self-hauler requirements in Section 8.04.255.

2. Provide containers for the collection of source separated recyclable materials and source separated organic materials in all indoor and outdoor areas where solid waste containers are provided for customers, for materials generated by that commercial business. Such containers shall be visible and easily accessible. Such containers do not need to be provided in restrooms. If a commercial business does not generate any of the

materials that would be collected in one (1) type of container, then the responsible party of the commercial business does not have to provide that particular container in all areas where solid waste containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the responsible party of the commercial business shall have either:

a. A body and/or lid that is blue for recyclable materials, green for organic materials, and grey for solid waste conforms with the container colors provided through the collection service provided by City, or

b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container.

3. To the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the City's recyclable materials container, organic materials container, and solid waste container collection service and, if self-hauling, per the instructions of the commercial business' responsible party to support its compliance with self-hauler requirements provided in Section 8.04.255 of this chapter.

4. Periodically inspect recyclable materials containers, organic materials containers, and solid waste containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

5. Annually, provide information to employees, contractors, tenants, and customers about recyclable materials and organic waste recovery requirements and about proper sorting of recyclable materials, organic materials, and solid waste.

6. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes: requirements to source separate recyclable materials and organic materials and keep source separated organic materials and source separated recyclable materials separate from each other and from other solid waste; the location of containers; and, the rules governing containers' use at each property.

7. Provide or arrange access for City or its designee to their properties during all inspections conducted in accordance with this chapter to confirm compliance with the requirements of this chapter.

E. If the responsible party of a commercial business wants to self-haul, meet the self-hauler requirements in Section 8.04.255 of this chapter.

F. Nothing in this section prohibits a responsible party or a generator of a commercial business from preventing or reducing discarded materials generation, managing organic waste on site, or using a community composting site pursuant to 14 CCR Section 18984.9(c).

G. Responsible parties of commercial businesses that are tier one or tier two commercial edible food generators shall comply with food recovery requirements, pursuant to Section 8.04.195.

8.04.040 Duty to keep right-of-way free from discarded materials.

Every person in possession, charge, or control of, and using, any place or premises in the City fronting on a street, alley, or other public right-of-way shall maintain the portion of the street, alley, or other public right-of-way adjacent to the place or premises in a condition free from discarded materials and waste matter. For the purposes of this section, the portion of a street, alley, or other public right-of-way adjacent to a place or premises includes any walkway, trail, sidewalk, parkway, curb and gutter, and the travel lane portion of the roadway on the side of the street or alley adjoining the property. The City may provide street sweeping services and collect a fee therefor as a part of the solid waste charge in partial satisfaction of this section.

8.04.050 Containers generally.

A. All discarded materials containers shall be kept clean and sanitary and portable by the owner or other person responsible for providing the container under the provisions of this section.

B. If the collector is permitted or required to provide containers as a provision of its franchise, contract, or permit, all containers shall comply with the requirements established pursuant to the provisions of the franchise, contract, or permit, or as otherwise specified by applicable law.

C. Loading of containers shall be subject to the weight limitations established by the Public Works Director.

D. Separate containers for various types of recyclable materials and organic materials shall be provided according to written directives issued by the Public Works Director.

8.04.060 Placement for collection.

On collection days, all containers and parcels of discarded materials shall be placed adjacent to the roadway in a manner that does not block any travel way, parking area, or gutter. Loaded containers ready for collection shall not be set out before 6:00 p.m. on the day prior to the regular collection day. Containers shall be returned to a proper storage location on private property and not visible from the public right-of-way not later than 11:00 p.m. on the day of collection. The City Council may, by resolution, from time to time, prescribe days and hours for the collection of solid waste and recyclable material from property within certain areas of the City. Within such areas, all solid waste and recyclable material shall be made available for collection at the designated day and time.

8.04.070 Placement of waste in containers—Separation of recyclable materials and organic materials.

A. Waste consisting of flammable liquids, anti-freeze, insecticides, poisons, caustics, acids, explosives, liquid paint, or other household hazardous waste material, shall not be placed for collection service, but rather shall be disposed of at designated hazardous waste facilities, or as otherwise required by law.

B. Used motor oil and used oil filters may be placed in appropriate containers for collection as designated by the Public Works Director.

C. Medical waste shall not be placed for collection through solid waste services, but rather shall be disposed of as otherwise required by law.

D. Recyclable materials and organic materials shall be separated from other solid waste for collection. However, the collector shall not refuse to collect solid waste from containers properly placed according to this article because it contains incidental amounts of recyclable materials or organic materials.

E. Large household or bulky items shall not be placed for collection through the collection services containers, but rather shall be placed in accordance with any administrative or operational requirements established by the Director or their designee and applicable law, and in accordance with the current franchise agreement as applicable.

8.04.080 Placement of bins.

A. Bins shall be placed in an accessible, outside location, on a hard surface. Bins shall be kept in enclosures meeting standards approved by the Public Works Director. The Public Works Director may waive the requirement for enclosure of a bin on the premise or may establish a time schedule for implementation of the enclosure requirement upon application by the person responsible for the premise and a finding of

good cause. Any such waiver shall be in writing and maintained in the records of the Public Works Department. Locked or inaccessible bins will be serviced only by special arrangement with the collector.

B. It is unlawful to place a bin in any public street, alley, or right-of-way without the express written permission of the Public Works Director upon such terms and conditions as Public Works Director deems appropriate in the public interest.

8.04.090 Summary abatement of improper containers.

Any container that does not conform with the provisions of this chapter may be summarily abated as a public nuisance by the City. Such summary abatement shall occur only after written or electronic notice of the non-complying nature of the container has been provided and the container has thereafter been used a second time for disposal of solid waste.

8.04.100 CALGreen requirements.

Regulated entities shall at all times comply with the requirements of the California Green Building Standards Code (24 CCR, Part 11), including, but not limited to, the following provisions related to discarded materials:

1. Section 4.410.2 (Recycling by Occupants Residential) and Section 5.410.1 30 (Recycling by Occupants Non-residential) regarding provision of readily accessible areas for storage and collection of recyclable materials and organic materials; and,

2. For organic waste commingled with construction and demolition debris, 24 CCR Section 4.408.1 (Construction Waste Management Residential) and 24 CCR Section 5.408.1 (Construction Waste Management non-residential).

8.04.110 Scavenging prohibited.

A. It is unlawful for any person to scavenge, tamper with, move, remove, tip, deface, or destroy any discarded materials collection container or the contents thereof;

B. This section shall not apply to activities of the City, the collector, the owner or occupant of a premises, or a person authorized by the City to perform activities under this chapter.

8.04.120 Reserved.

8.04.130 Collector entitled to payment for services rendered.

A. Pursuant to the provisions of this chapter and the terms and conditions of any applicable franchise or permit, the collector shall be entitled to payment from the owner or occupant for services rendered. When the owner or occupant has been directed to initiate service and the collector attempts to collect discarded materials from the dwelling, then such attempts shall be deemed the rendering of collection service for which collector is entitled to compensation in the same manner and amount as if discarded materials had actually been collected.

B. For single-family discarded materials, multi-family discarded materials, commercial discarded materials, and industrial waste, collectors shall bill directly to the owner or occupant for collection services rendered. The collector may require that the record owner be the customer of record. Moreover, the collector or permittee may permit a tenant or authorized agent to receive bills pursuant to procedures prescribed by the City and provided that the property owner remains ultimately fully responsible and liable for payment. In all such events where the property owner is the customer of record or fully responsible and liable for payment, the collector or permittee may request that the City collect any delinquent or unpaid fees through a lien or special assessment under the procedures set forth in Section 8.04.160 or Government Code Section 38790.1 as it may be amended.

8.04.135 Unified bill.

A. A unified bill includes charges for water services provided by the City and all other service charges including sewer, discarded materials, and stormwater service charges.

B. A bill that does not contain charges for water services provided by the City is not a unified bill as used in this chapter.

C. Water services not provided by the City may be billed separately from other City service charges at the water service provider's sole discretion.

8.04.140 Billing and collection procedures for residential discarded materials collection.

A. All accounts for discarded materials collection services shall be established by and held in the name of the record owner of the property where the discarded materials services are to be provided.

B. At the time the application for discarded materials collection services is requested, and at the Chief Financial Officer's sole discretion, the applicant shall provide proof of ownership of the property to be served.

C. The record owner of a property receiving discarded materials collection services shall be fully responsible and liable for the payment of all discarded materials

collection service charges, any delinquent discarded materials collection service charges, and any penalties applicable to his or her property.

D. The Chief Financial Officer may, in the Chief Financial Officer's sole discretion, send the bill for discarded materials collection services to a tenant or any other person or entity designated by the record owner, provided the record owner or his or her authorized representative submits to the City a complete and signed request to bill the tenant or other designated person or entity on such form as may be specified by the Chief Financial Officer.

E. If, in accordance with subsection D of this section, a bill is sent to a person or entity other than the record owner, then the service account shall remain in the record owner's name and the record owner shall be fully responsible and liable for the payment of any discarded materials collection service charges, any delinquent discarded materials collection service charges, and penalties applicable to their property as if the bill had been sent to the record owner.

F. The method of billing for residential discarded materials collection services will be determined by the Chief Financial Officer with the concurrence of the City Manager. Notification of billing changes to any property where discarded materials services are provided shall be provided to the record owner, tenant, designated person, or entity authorized to receive a bill for discarded materials collection service charges pursuant to subsection D of this section.

G. Except as provided in subsection D, residential discarded materials collection service charges will be billed on a unified bill to the record owner if the water services are provided by the City at the service location. Residential properties that consist of two (2) or more separate dwelling units, and are served by a single water meter, shall be billed for discarded materials collection service for the total number of separate residential dwelling units served by such water meter on a unified bill.

H. If a property does not receive water services from the City, the discarded materials collection service charges may be billed separately or with other utility services provided by the City.

I. Notwithstanding anything to the contrary in this chapter or code, the City may permit the collector or permittee of the City to bill record owners for service provided by the collector or permittee pursuant to the procedures prescribed by the City. Moreover, the collector or permittee may permit a tenant or authorized agent to receive bills pursuant to procedures prescribed by the City and provided that the property owner remains ultimately fully responsible and liable for payment. In all such events, the collector or permittee may request that the City collect any delinquent or unpaid fees through a lien or special assessment as permitted in Section 8.04.160 or Government Code Section 38790.1 as it may be amended.

8.04.150 Charges payable to City or authorized agent for billing and collection for residential discarded materials collection.

All residential discarded materials charges shall be payable to the City or its authorized agent for billing and collection.

8.04.160 Delinquency, penalties and nonpayment for residential discarded materials collection.

A. An account is delinquent when payment of the bill for discarded materials collection service charges is not received in full at the office of the City or its authorized agent for billing and collection within twenty-five (25) days of the billing date. A postmark date is not considered the date of payment.

B. Where all or any part of any bill for a discarded materials collection services account remains unpaid twenty-five (25) days after the billing date, a basic penalty of ten (10) percent of the total delinquent amount will be added to such bill for the first month the account is delinquent. In addition, the City may impose a penalty in an amount not to exceed one (1) percent per month for nonpayment of any discarded materials service charges and any basic penalty.

C. Except as otherwise provided by law, if a unified bill remains unpaid more than sixty (60) days after the date of billing, City water service at the service location may be terminated.

1. City water service will not be restored until the amount of all delinquent discarded materials collection service charges, associated service charges, penalties, deposits, and reconnection charges have been paid in full.

2. Prior to termination of water service, the Chief Financial Officer, in the Chief Financial Officer's sole discretion, may authorize an amortization agreement pursuant to Section 779 or 10010 of the Public Utilities Code or other applicable statute or regulation.

D. The City shall include a statement in each bill for discarded materials collection service charges to each record owner in substantially the following form:

> "Discarded materials collection service charges and any penalties shall constitute a lien against the lot or parcel of land against which the charges and any penalties are imposed if the charges remain delinquent for sixty (60) or more days."

Pursuant to such notice, the discarded materials collection service charges and penalties may become a lien against the lot or parcel of land against which the charges were imposed if such charges remain delinquent for a period of sixty (60) or more days. The City shall cause to be recorded with the county recorder all such delinquent

discarded materials service charges and any penalties; and, when so recorded, such charges and penalties shall have the force, effect, and priority of a judgment lien and continue for ten (10) years from the time of recording ,unless sooner released or otherwise discharged.

8.04.170 Maintenance of records for residential discarded materials collection.

The Administrative Services Officer, or authorized agent for billing and collection, is responsible for maintaining adequate records of bills tendered, payments received, delinquencies recorded, cash deposited, and charges incurred. The records shall be maintained in accordance with the City's record retention policy.

8.04.180 Payment of fees and mandatory reporting of change in circumstance.

A. No discarded materials collection services will be furnished to any property or person free of charge.

B. The record owner of any property where discarded materials services are provided shall be responsible for the payment of any and all discarded materials collection service charges, any delinquent discarded materials collection service charges, and any penalties applicable to his or her property.

C. It shall be, and is hereby made, the duty of each record owner of any property where discarded materials services are provided to ascertain from the City Administrative Services Department, or its authorized agent for billing and collection, the amount and due date of any discarded materials collection service charges, any delinquent discarded materials collection service charges, and any penalties applicable to his or her property, and to pay such charges and penalties when due and payable.

D. The record owner of any property where discarded materials services are provided is obligated to inform the City Administrative Services Department, or its authorized agent for billing and collection, immediately of all circumstances and of any change(s) in any circumstance that will, in any way, affect the applicability of any discarded materials collection service charges or the amount of any such charges that may be imposed on his or her property for discarded materials services provided. In particular, but not by way of limitation, the record owner of any property where discarded materials services are provided by the City, or a collector or permittee of the City, shall immediately inform the City Administrative Services Department or its authorized agent for billing and collection of any sale or transfer of any such property.

8.04.190 Exemptions and waivers.

The Director or their designee may develop processes for, and grant exemptions or waivers to, individual responsible parties for compliance with specified service requirements of Chapter 8.04, consistent with applicable law and as provided below.

A. Vacancy of premise. The Director or their designee may provide a process for responsible parties to apply for, and to be granted, a temporary exemption from collection service at a vacant or unoccupied premise. The Director or their designee may limit the duration or frequency for which such exemptions may be granted to a responsible party and may provide for a vacancy credit against the responsible party's payment for service. Said exemption may be revoked at any time thereafter if, after investigation, the Director determines that circumstances have changed and that discarded material collection services are required.

B. Other waivers. The Director or their designee may develop a process for waiving individual responsible party obligations to comply with some or all recyclable materials and organic waste requirements of Chapter 8.04. Such waivers, if provided, shall be granted in accordance with processes prescribed and implemented by the Director or their designee. The Director or their designee shall periodically verify continued eligibility of the party granted such waiver. Any waiver process shall be consistent with 14 CCR Section 18984.11 and other applicable law.

8.04.195 Requirements for commercial edible food generators.

A. Tier one commercial edible food generators must comply with the requirements of this Section 8.04.195, tier two commercial edible food generators must comply with the requirements of this section commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

B. Large venue or large event operators not providing food services, but allowing for food to be provided by others, shall require food facilities operating at the large venue or large event to comply with the requirements of this section, commencing January 1, 2024.

C. Commercial edible food generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of edible food that would otherwise be disposed.

2. Contract with or enter into a written agreement with food recovery organizations or food recovery services for: (i) the collection of edible food for food recovery; or, (ii) acceptance of the edible food that the commercial edible food generator delivers to the food recovery organization for food recovery.

3. Not intentionally spoil edible food that is capable of being recovered by a food recovery organization or a food recovery service.

4. Allow City's designated enforcement entity or designated third-party enforcement entity to access the premises to conduct inspections and review records pursuant to 14 CCR Section 18991.4 and this chapter.

5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

a. A list of each food recovery service or organization that collects or receives the commercial edible food generator's edible food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

c. A record of the following information for each of those food recovery services or food recovery organizations:

i. The name, address, and contact information of the food recovery service or food recovery organization.

ii. The types of food that will be collected by or self-hauled to the food recovery service or food recovery organization.

iii. The established frequency that food will be collected or self-hauled.

iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a food recovery service or food recovery organization for food recovery.

6. Maintain records required by this section for five (5) years.

7. The Director may, at their discretion, require commercial edible food generators to provide an annual food recovery report to the City, in a manner and timeline prescribed by the Director, that may include information such as:

a. The amount, in pounds, of edible food donated to a food recovery service or food recovery organization annually;

b. The amount, in pounds of edible food rejected by a food recovery service or food recovery organization annually; and,

c. Any additional information required by the Director or their designee.

D. Nothing in this chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to

Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

8.04.196 Requirements for food recovery organizations and food recovery services.

A. Food recovery services collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

1 The name, address, and contact information for each commercial edible food generator from which the food recovery service collects edible food.

2 The quantity in pounds of edible food collected from each commercial edible food generator per month.

3 The quantity in pounds of edible food transported to each food recovery organization per month.

4 The name, address, and contact information for each food recovery organization to which the food recovery service transports edible food for food recovery.

B. Food recovery organizations collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

1 The name, address, and contact information for each commercial edible food generator from which the organization receives edible food.

2 The quantity in pounds of edible food received from each commercial edible food generator per month.

3 The name, address, and contact information for each food recovery service that the organization receives edible food from for food recovery.

C. Food recovery organizations and food recovery services shall maintain records required by this section for five (5) years.

D. Food recovery organizations and food recovery services that have their primary address physically located in the City and contract with or have written agreements with one or more commercial edible food generators, pursuant to 14 CCR Section 18991.3(b), shall report to the City the total pounds of edible food recovered in the previous calendar year from the tier one and tier two commercial edible food

generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b). The annual report shall be submitted to the City no later than the date prescribed by the Director or their designee.

E. In order to support edible food recovery capacity planning assessments or other studies conducted by the county, City or its designee, food recovery services and food recovery organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, proposed, new, or expanded food recovery capacity that could be accessed by the City and its commercial edible food generators. A food recovery service or food recovery organization contacted by the City shall respond to such request for information within sixty (60) days, unless a shorter timeframe is otherwise specified by the City.

8.04.200 Single-use foodware.

Entities regulated under Public Resources Code Part 3, Division 30, Chapter 5.2, relating to single-use plastic foodware and condiments, shall at all times comply with the applicable provisions of that chapter. Notwithstanding Section 8.04.360, the Director or their designee shall enforce such requirements commencing June 1, 2022, in accordance with the enforcement procedures and penalty amounts set forth in Public Resources Code Section 42272.

8.04.210 Deposit of discarded materials or waste matter other than in containers—Unlawful.

It is unlawful for any person in the City to throw or deposit any discarded materials or waste matter or to cause the same to be thrown or deposited upon any street, alley, gutter, park, or other public way or to throw or deposit the same in or upon any premises or vacant lot or in any water or waterway or upon the levees or banks adjacent thereto, or to store or keep the same except in containers as required herein.

8.04.220 Permitting discarded materials to accumulate in vicinity of receptacles—Prohibited—Penalty.

A. It is unlawful for any person to permit or allow discarded materials to accumulate in the vicinity of discarded materials receptacles or areas used for the storage of discarded materials receptacles. This section shall apply to both residential and commercial properties.

B. Any person, firm, or corporation violating this section shall be deemed guilty of a separate offense for each and every day or portion thereof during which a violation of this section is committed, continued, or permitted, and shall be subject to enforcement pursuant to Section 8.04.360.

8.04.230 Burying discarded materials, etc.—Prohibited.

It is unlawful for any person to bury discarded materials at any place within the City.

8.04.240 Collection of discarded materials, waste matter, industrial waste or swill, unless licensed—Unlawful.

It is unlawful for any person, firm, corporation, or association to collect discarded materials, waste matter, or industrial waste within the City or transport the same through the streets, alleys, and public ways of City unless such person, firm, corporation or association has been licensed to do so by the City by contract, permit, or otherwise.

8.04.250 Collectors and facility operators.

The City Council of the City shall, by contract or permit, authorize one (1) or more persons, firms, or corporations to collect, transport, and process or dispose of discarded materials and industrial waste within the City on a regularly-scheduled basis. With regard to residential, multi-family, and commercial discarded materials, the manner of collection and other regulations of said residential, multi-family, and commercial discarded materials collectors shall be set forth in the contract, which may include provision of recyclable materials, organic materials collection, street sweeping, seasonal leaf collection, and other related programs. With regard to industrial waste, the manner of collection and other regulations of said industrial waste collectors shall be set forth in a separate agreement or permit.

A. Requirements for collectors

1. Collector(s) providing recyclable materials, organic waste, and/or solid waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of its franchise, contract, permit, or other authorization with the City to collect recyclable materials, organic materials, and/or solid waste:

a. Through annual written notice to the City on or before the date prescribed by the Director, identify the facilities to which they will transport discarded materials, including facilities for source separated recyclable materials, source separated organic materials, and solid waste unless otherwise stated in the franchise agreement, contract, permit, license, or other authorization with the City.

b. Transport source separated recyclable materials to a facility that recovers those materials; transport source separated organic materials to a facility, operation, activity, or property that recovers organic waste as defined in 14 CCR, Division 7, Chapter 12, Article 2; transport solid waste to a disposal facility or transfer facility or operation that processes or disposes of solid waste; and

transport manure to a facility that manages manure in conformance with 14 CCR Article 12 and such that the manure is not landfilled, used as alternative daily cover (ADC), or used as alternative intermediate cover (AIC).

c. Obtain approval from the City to haul organic waste, unless it is transporting source separated organic waste to a community composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1 and Chapter 8.28 of the Stockton municipal code.

2. Collectors authorized to collect recyclable materials, organic materials, and/or solid waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, contract, permit, or other agreement entered into with City.

B. Requirements for Facility Operators and Community Composting Operations

1. Owners of facilities, operations, and activities located within the City's boundaries that recover organic waste including, but not limited to, compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within sixty (60) days.

2. Community composting operators with operations located in the City's boundaries, upon City request, shall provide information to the City to support organic waste capacity planning including, but not limited to, an estimate of the amount of organic waste anticipated to be handled at the community composting operation. Entities contacted by the City shall respond within sixty (60) days.

3. Owners of facilities, operations, and activities located in the City's boundaries that receive recyclable materials, organic materials, and/or solid waste shall provide to the City, on a quarterly basis, copies of all reports they are required to report to CalRecycle, including at minimum, those required by AB 901 and SB 1383.

8.04.255 Self-hauler requirements.

A. The Director may, at their sole discretion, establish processes to allow approved commercial generators to self-haul their discarded materials. Commercial generators interested in self-hauling materials shall comply with all administrative, operational, and regulatory requirements established by the Director or their designee, or as required by applicable law, as a condition of approval to self-haul. Self-haulers shall prepare and handle their discarded materials in a manner consistent with 14 CCR Section 18984.1, the City's collection program, and any other requirements established by the Director or their designee. Self-haulers shall

deliver their discarded materials only to facilities approved or designated by the Director.

C. Self-haulers that are responsible parties of commercial businesses shall keep records of the amount of recyclable materials, organic waste, and solid waste delivered to each City-approved or designated facility. These records shall be subject to inspection by the Director and/or their designee. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the recyclable materials, organic materials, and solid waste.

2. The amount of material in cubic yards or tons transported by the generator or responsible party to each entity.

3. If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the self-hauler's vehicle in a manner that allows it to determine the weight of materials received, the self-hauler is not required to record the weight of material but shall keep a record of the entities that received the recyclable materials, organic materials, and solid waste.

4. Other information prescribed by the Director or their designee as a condition of approval to self-haul.

D. Self-haulers shall retain all records and data required to be maintained by this section for no less than five (5) years after the recyclable materials, organic materials, and/or solid waste was first delivered to the facility accepting the material.

E. Self-haulers that are commercial businesses shall provide copies of records required by this section to City if requested by the Director or their designee and shall provide the records at the frequency requested by the Director.

F. Failure to comply with the provisions of this section may lead to revocation of approval to self-haul, at the Director's sole discretion, and enforcement procedures pursuant to Section 8.04.360.

8.04.260 Collection and disposal of solid waste—Charges and rates.

The charges or rates that persons, firms, or corporations authorized by contract to collect and dispose of residential discarded materials, multi-family discarded materials, and commercial discarded materials within the City may charge shall be established from time to time by resolution of the City Council of the City. The charges or rates for other solid waste collection services, including industrial waste collection and commercial recyclable material collection, shall be established by the collector.

8.04.270 Commercial recyclable material collectors—Permit required.

It is unlawful for any person, firm, or corporation to collect commercial recyclable materials and/or organic materials, at the Director's sole discretion, within the City without first having obtained a permit to do so from the Public Works Director and a business license therefor from the Administrative Services Officer. The fee for said permit and license shall be established from time to time by resolution of the City Council. Said permit or license shall expire on May 30 of each year and must be renewed annually on or before said date.

8.04.280 Commercial recyclable material collectors.

Persons, firms or corporations licensed as commercial recyclable material and/or organic material collectors are hereby authorized to collect recyclable materials and/or organic materials, as licensed, from commercial and industrial customers within the City, provided that the collector complies with SB 1383 regulations and other applicable law.

8.04.290 Industrial waste collectors—Permit required.

A. It is unlawful for any person, firm, or corporation to collect and dispose of industrial waste within the City as an industrial waste collector without first having received a permit. Said permit shall be issued upon majority vote of the City Council. The fee for the issuance of said permit shall be the sum of one hundred thousand dollars ($100,000.00), or another amount determined by City Council. Any such permit issued pursuant to this section shall not be transferable to another person, firm, or corporation, and in the case of corporations the permit shall become void whenever there may occur a transfer of the majority interest in said corporation. Said permit or license issued prior to May 30, 2019, shall expire on December 31, 2024. This constitutes the City's five (5) year notice that may or may not be required under Public Resources Code Section 49520. Permitted industrial waste collectors shall comply at all times with applicable law related to its operations including, but not limited to, SB 1383. Industrial waste collectors, upon request of City, shall provide documentation of compliance as a condition of permit approval.

8.04.300 Industrial waste collector—Permit fee and AB 939 fee.

A. In addition to the initial permit fee mentioned in Section 8.04.290, for the privilege to provide service pursuant to permit, the industrial waste collector shall pay to the City eighteen and one-half percent (18.5) percent of the gross revenue collected for performing industrial waste collection services. The industrial waste collector shall also pay to the City an AB 939 fee equal to five (5) percent of gross revenue collected for performing industrial waste collection services.

B. For the purpose of this section only, no such additional fee will be due and payable to City for revenues derived from the direct or indirect sale of reclaimed solid waste or its derivatives. However, this provision shall not be construed to exempt revenue from any element of the services to collect such industrial waste.

C. On or before the 15th day of each month, the industrial waste collector shall submit to the Administrative Services Officer a statement of gross revenues collected pursuant to the permit for the preceding month, with the appropriate remittance in full. Such statement shall separately show gross revenue from the sale of reclaimed discarded materials for the preceding month.

D. The industrial waste collector shall, from the sources of revenue available to the collector through the granting of the permit, pay all fees and charges due the City as provided for in this section. A five (5) percent penalty shall apply to a delinquent payment for the first month, and a one (1) percent penalty shall be added for each succeeding month thereafter until the delinquent balance is paid in full.

E. Permit holders of industrial waste collector permits issued prior to May 30, 2019, shall also pay to the City eighteen and one-half (18.5) percent of the gross revenue collected for performing industrial waste collection services and shall also pay an AB 939 fee equal to five (5) percent of gross revenue collected for performing industrial waste collection services.

8.04.310 Industrial waste collector—Diversion requirement.

A. For materials regulated under Chapter 8.28, the industrial waste collector shall divert from disposal the percentage specified in Chapter 8.28.

8.04.320 Industrial waste collector—Financial reports to City.

A. Every industrial waste collector who has obtained a permit to provide industrial waste collection services within the City shall at any time deemed necessary by the City Manager, make available to the City all accounting records that pertain to any portion of the industrial waste collector’s operations within the scope of the permit issued.

B. Annually, the industrial waste collector shall provide the City with one (1) electronic copy and three (3) printed copies of its annual audited financial statements prepared by an independent certified or public accountant. The statements shall be prepared by the independent auditor in conformance with accepted accounting principles. Such statements shall be provided to the City within one hundred twenty (120) days after the close of the collector’s fiscal year. The financial statements shall clearly indicate all gross revenues collected for industrial waste collection services within the City and confirm that the collector has paid to the City eighteen and one-half (18.5) percent of the gross revenue collected for performing industrial waste collection

services and an AB 939 fee of five (5) percent of gross revenue collected for performing industrial waste collection services. The City shall insist that the financial statements do not reflect any other business activities that are carried on by the collector in any other area or jurisdiction other than the City. The City reserves the right to request, and the industrial waste collector shall provide, any additional documentation, itemization, or detail as requested by City to verify any amounts reported in monthly revenue reports and annual financial statements.

8.04.330 Regulations—Commercial discarded materials collectors and industrial waste collectors.

Every vehicle used for the collection of commercial discarded materials, waste matter, or industrial waste shall have a metal-lined body and be covered or operated so as to prevent the contents from falling, spilling, leaking, blowing, or dripping there from.

8.04.340 Commercial recyclable material collectors and industrial waste collectors—Reports to City.

A. Every commercial recyclable material collector and every industrial waste collector who has obtained a permit to provide collection services within the City, and every permit holder of an industrial waste collector permit issued prior to May 30, 2019, shall at any time deemed necessary by the Public Works Director, make available to City all disposal and diversion records that pertain to any portion of collection services within the scope of the permit issued pursuant to Section 8.04.270 or 8.04.290.

B. Every commercial recyclable material collector and industrial waste collector, and every permit holder of an industrial waste collector permit issued prior to June 1, 2003, shall provide a quarterly report to the City of total tons disposed and tons diverted through provision of commercial discarded materials collection or industrial waste collection services in the City. Quarterly reports to the City shall be due on the 15th day of the month following the previous calendar quarter.

C. Every commercial recyclable materials collector, industrial waste collector, and permit holder shall additionally comply with all reporting requirements set forth under its agreement, contract, permit, or other written direction from the City. The subject of such reports may include, but are not limited to, operational, financial, or programmatic information and shall be submitted in a manner and timeline specified by the Director or its designee.

8.04.345 Model water efficient landscaping ordinance requirements.

A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (single-family, multi-family, public, institutional, or commercial) project with a landscape area greater than five hundred

(500) square feet, or rehabilitating an existing landscape with a total landscape area greater than two thousand five hundred (2,500) square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO September 15, 2015 requirements. Other requirements of the MWELO are in effect pursuant to Section 16.56.040 of the Stockton municipal code.

B. If the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO September 15, 2015 requirements in a manner that requires the City to incorporate the requirements of an updated MWELO in a local ordinance, and the amended requirements include provisions more stringent than those required in this section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

8.04.350 Public Works Director—Duties.

A. The Public Works Director shall monitor and provide overall direction for the collection and disposal of discarded materials, waste matter, and industrial waste operations in the City. The Public Works Director, or Director's authorized representatives, shall receive and investigate all complaints, including complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 regulations, and endeavor to improve and extend the discarded materials, waste matter, and industrial waste collection services. In the absence of other regulations, the Public Works Director shall have the power to determine and set the hours of collection, manner of collection, and such other regulations as may be necessary to insure an orderly program for the collection, transportation, and disposal of discarded materials, waste matter, and industrial waste in order to promote the community welfare, convenience, health, and safety. All disputes between collectors and producers concerning charges, service, or any other matter not otherwise delegated shall be decided by the Public Works Director, or Director's authorized representative. The Public Works Director, or Director's authorized representative, is hereby directed and empowered to enforce the provisions set forth herein and he or she shall have the right to enter all premises or vehicles for the purpose of making any inspection or investigation that he or she may deem necessary under the provisions hereof.

B. In the event an industrial establishment is unable to secure the services of any permitted industrial waste collector, the Public Works Director may assign a permittee to service that particular establishment at a reasonable rate to be determined by the Public Works Director.

C. An industrial waste collector shall allow access to its records of customers served by said collector, when requested by the Public Works Director, provided, however, said records shall be held confidentially by said Director and not subject or open to public inspection, except as otherwise required by applicable law.

8.04.355 Inspections.

A. The Director and their designees are authorized to conduct inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators or source separated materials to confirm compliance with this chapter by regulated entities such as generators, responsible parties of commercial businesses, responsible parties of multi-family premises, commercial edible food generators, haulers, self-haulers, food recovery services, and food recovery organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for inspection. For the purposes of inspecting commercial businesses' or multi-family premises' containers for compliance with this chapter, City may utilize remote monitoring or other technologies at the Director's discretion.

B. Regulated entity shall provide or arrange for access during all inspections (with the exception of residential property interiors) and shall cooperate with the Director or their designee(s) during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, inspection of edible food recovery activities, review of required records, or other verification or inspection to confirm compliance with any other requirement of this chapter. Failure of a responsible party to provide or arrange for: (i) access to an entity's premises; or, (ii) access to records for any inspection or investigation is a violation of this chapter and may result in penalties described in Section 8.04.360.

C. Any records obtained by the City during its inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

D. The Director and their designee(s) are authorized to conduct any inspections or other investigations as reasonably necessary to further the goals of this chapter, subject to applicable laws.

8.04.360 Violations, enforcement and appeal.

A. Violation of any provision of this chapter shall constitute grounds for issuance of a notice of violation and assessment of a fine by a City enforcement official or representative in conformance with Chapter 1.28 and Chapter 1.32, except as otherwise indicated in this chapter.

B. The Public Works Director and their designees including, but not limited to, county agency enforcement officials, as applicable, are hereby authorized to issue citations to owners and/or occupants of property for violations of the provisions of this chapter. (Prior code § 7-051.18)

C. Process for Enforcement

1. The Director and/or their designee(s) will monitor compliance with this chapter randomly and through compliance reviews, route reviews, investigation of complaints, and an inspection program. This chapter establishes City's right to conduct inspections and investigations.

2. For incidences of contamination found in containers, City or designee will issue a notice of contamination to any generator or responsible party found to have contamination in a container. The City may authorize the City or designee to assess contamination processing fees if the City or designee observes contamination in a responsible party's container(s).

3. With the exception of violations of contamination of container contents addressed under Section 8.04.360.C.2, City shall issue a notice of violation requiring compliance within a maximum of sixty (60) days of issuance of the notice.

4. Absent compliance by the respondent within the deadline set forth in the notice of violation, City shall commence an action to impose penalties, via an administrative citation and fine, pursuant to this chapter.

   Notices shall be sent to owner at the official address of the owner maintained by the tax collector for the City or, if no such address is available, to the owner at the address of the multi-family premises or commercial premises or to the responsible party for the collection services, depending upon available information.

D. Penalty Amounts

1. The penalty levels for enforcement for violations of Sections 8.04.020, 8.04.035, 8.04.036, 8.04.195, 8.04.196, 8.04.250, and/or 8.04.255 shall be in accordance with 14 CCR Section 18997.2.

2. The penalty levels and other available remedies for enforcement for violations of all other sections of this chapter shall be handled in accordance with Title 1 of the Stockton Municipal Code.

E. Compliance Deadline Extension Considerations

City may extend the compliance deadlines set forth in a notice of violation issued in accordance with this section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;

2. Delays in obtaining discretionary permits or other government agency approvals; or,

3. Deficiencies in organic waste recycling infrastructure or edible food recovery capacity while the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

F. Education Period for Non-Compliance

Through December 31, 2023, City will conduct inspections, route reviews or waste evaluations, and compliance reviews, depending upon the type of regulated entity, to determine compliance with Sections 8.04.020, 8.04.035, 8.04.036, 8.04.195, 8.04.196, 8.04.250, and/or 8.04.255. If the City determines that generator, responsible party, self-hauler, hauler, tier one commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this chapter and a notice that compliance is required, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

G. Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that a generator, responsible party, self-hauler, hauler, tier one or tier two commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance with Sections 8.04.020, 8.04.035, 8.04.036, 8.04.195, 8.04.196, 8.04.250, and/or 8.04.255, it shall document the noncompliance or violation, issue a notice of violation, and take enforcement action pursuant to this section, as needed.

H. Any person dissatisfied with any action taken or any decision made by the Public Works Director or designee with regard to the provisions of this chapter may appeal pursuant to the provisions of Chapter 1.44 of this code.

SECTION II. AMENDMENT OF CODE

Title 8, Chapter 8.28 of the Stockton Municipal Code is amended and shall read as follows:

Chapter 8.28 CONSTRUCTION AND DEMOLITION DEBRIS WASTE REDUCTION

8.28.010 Findings.

The State through its California Waste Management Act of 1989, Assembly Bill 939 (AB 939), requires that each local jurisdiction in the State divert 50 percent of discarded materials (base year 1990, State methodology) from landfill.

The State through its California Green Building Standards Code, 24 CCR, Part 11 (CALGreen) sets minimum diversion standards and establishes other requirements related to handling of construction and demolition debris.

The State through its Senate Bill 1383 (SB 1383), the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organic waste in landfills as a source of methane. SB 1383 regulations require jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 regulations, including the requirement, among others, to comply with the California Green Building Standards Code, 24 CCR, Part 11 (CALGreen), as amended.

The City could face fines up to $10,000.00 a day for not meeting the above mandated AB 939 goals and SB 1383 program requirements.

Construction and demolition debris constitutes a large portion of the waste stream in the City. These materials have significant potential for waste reduction and recycling.

The City finds that reusing and recycling construction and demolition debris is essential to further the City's efforts to reduce waste and comply with AB 939 and SB 1383.

Reusing construction and demolition debris has proven to reduce the amount of such material from landfills, increase site and worker safety, and be cost effective.

8.28.020 Purpose.

The general purpose of these regulations is to establish and maintain a program to reduce the amount of construction and demolition waste generated within the City that is disposed in landfills. This chapter sets a waste diversion requirement for construction and demolition debris generated at project sites be reused, recycled or otherwise processed to divert such materials from disposal in landfills. Any party that undertakes a construction, demolition, or renovation project by applying for City permits is responsible for meeting the construction and demolition debris waste diversion requirement.

8.28.030 Definitions.

For the purpose of this chapter, the following definitions shall apply:

City-Sponsored Projects. All City-sponsored construction, demolition and renovation projects shall be considered covered projects for the purpose of this chapter and shall submit a construction/demolition recycling plan prior to beginning any construction or demolition activities, and shall be subject to all applicable provisions of this chapter.

“Commercial recyclable material collector” means a person, firm or corporation that is licensed by the City for the purpose of providing recyclable material collection service within the City limits, and is required to comply with SB 1383 regulations and other applicable law.

“Construction” and “new construction” means the building and/or modification of any facility or structure or any portion thereof including any tenant improvements to an existing facility or structure.

“Construction and demolition debris” has the same meaning as construction and demolition debris as defined in Chapter 8.04.

“Construction/demolition recycling plan” means a form the permit applicant must submit to the City at the time the permit applicant seeks permits to undertake a construction, demolition and renovation project within the City. The construction/demolition plan is intended to identify the types of materials that will be generated by the project, and how those materials will be transported and disposed.

“Construction/demolition recycling report” means a form the permit applicant must submit to the City at the conclusion of a construction, demolition and renovation project. The construction/demolition recycling report is intended to document the types and quantities of materials that were recycled or reused, and the quantities of materials that were finally disposed at a landfill. The permit applicant must complete the form and submit it for review and approval by the City for the purpose of compliance with this ordinance.

“Covered projects” refers to all construction, demolition and renovation projects covered by the scope of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended.

“Divert” means to use material for any purpose other than disposal in a landfill.

“Industrial waste collector” means a person, firm or corporation that is licensed by the City for the purpose of providing collection and disposal of industrial waste within the City limits.

“Non-covered projects” refers to all construction, demolition and renovation projects within the City, regardless of the actual or projected cost of the project. For purposes of this regulation, all permit applicants must submit a completed (1) construction/demolition recycling plan and (2) construction/demolition recycling report for review during the permit process.

“Permit applicant” means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the City for the applicable permits to undertake any construction, demolition, or renovation project within the City.

“Review Official” means the designated staff persons assigned by the Public Works Director and responsible for implementing and managing this chapter. The Review Official will determine the sufficiency of recycling plans and reports submitted by permit applicants, and either approve or deny a permit based on the review of the forms, documentation, and information provided.

“Self-haul” means the act of transporting debris generated by a construction, demolition or landscape contractor, or an individual performing construction, demolition or landscape work at a covered project site or a non-covered project site and using his or her own vehicle to deliver such debris to a permitted disposal site or recycling facility.

“Waste diversion requirement” means the diversion minimum for construction and demolition debris generated by a covered project in accordance with California Green Building Standards Code (24 CCR, Part 11), as amended.

8.28.040 Permit applicant and City responsibilities.

A. The City will not issue an approved permit for any construction, demolition or renovation project unless and until the permit applicant has performed its responsibilities to comply with the City’s construction and demolition debris waste reduction program. All permit applicants for a covered project or a non-covered project have certain responsibilities, as specified below, to meet compliance with this regulation

B. Permit applicants of a covered project are responsible to do the following:

1. Obtain from the City a C&D permit packet, which contains the required forms and other resource information needed to comply with waste diversion requirement for a covered project.

2. Complete and submit the construction and demolition recycling plan at the time of permit application.

3. Complete and submit the construction and demolition recycling report and related receipts and weight tickets within 14 days of final clean up of a covered project site.

4. Meet the waste diversion requirement for the covered project.

5. Comply with the requirements of the California Green Building Standards Code (24 CCR, Part 11), as amended, or more stringent City requirements as applicable.

C. Permit applicants of a non-covered project are responsible to do the following:

1. Obtain from the City a C&D permit packet, which contains the required forms and other resource information needed to comply with the waste diversion goals of the City for any construction, demolition and renovation project within the City.

2. Complete and submit the construction and demolition recycling plan at the time of permit application.

3. Complete and submit the construction and demolition recycling report and related receipts and weight tickets within 14 days of final clean up of a non-covered project site.

D. The City Review Official is responsible for the following:

1. Provide assistance and information requested by the permit applicant in completing the required forms.

2. Review submitted forms in a timely manner and notify the permit applicant regarding any discrepancies and/or missing documentation.

3. Notify appropriate City staff if a permit applicant has met the waste diversion requirement of a project.

4. Require a hold on the project if the permit applicant has not complied with the requirements of this C&D chapter.

8.28.050 Construction and demolition debris collection.

A. The authority to collect solid waste (including the collection of construction and demolition debris addressed in this chapter) is regulated by the City as prescribed in the provisions Sections 8.04.240 through 8.04.300. In general, only an industrial waste collector or a commercial recyclable material collector that has obtained a permit from the City may collect and transport construction and demolition debris from a project site to a disposal or processing facility.

B. A construction contractor or subcontractor or landscape contractor may self-haul and recycle or dispose of debris from a construction or demolition or landscaping site at which the contractor is performing work, provided that the contractor utilizes its own personnel and equipment and transports debris while performing its own work. Any debris collected on site through general clean-up operations, whether periodically or at the completion of a project, may not be transported and disposed by a third party, unless that third party has secured a necessary solid waste hauling permit from the City (and is therefore registered as an industrial waste collector or a commercial recyclable material collector). The City will provide a list of all industrial waste collectors and commercial recyclable material collectors authorized to collect construction and demolition debris from project sites within the City when it issues the C&D permit packet for the project.

8.28.060 Construction and demolition recycling requirements.

A. All permit applicants of covered projects or non-covered projects shall identify the types of materials expected to be generated as a result of the construction, demolition or renovation project at the time of the permit application. Permit applicants for covered project are required to meet the waste diversion requirement established by this chapter for materials generated as discards by the project, regardless of whether the permit applicant performs the work or hires contractors, subcontractors or others to perform the work.

B. Within 14 days following the completion of the construction, demolition or renovation project, the permit applicant shall submit recycling/reuse and disposal documentation to the Review Official. Documentation shall consist of a final completed "construction and demolition debris recycling report" showing tons recycled/reused and disposed by material type, supported by copies of weight tickets, receipts or other records of measurement from recycling companies, deconstruction contractors and/or landfill disposal companies. The City will provide a list of recycling companies in the Stockton area that receive and recycle various types of materials generated from construction and demolition projects when it issues the C&D permit packet for the project.

8.28.070 City remedies for noncompliance.

The City reserves the right to initiate any or all of the following actions in the event a permit applicant of a covered project fails to meet the waste diversion requirement or fails to submit a completed construction/demolition recycling plan and report and the associated documentation that is required of this chapter:

A. Issue a stop work order on the construction and/or other permits pertinent to the covered project until the project applicant has submitted all required forms and documentation; and/or

B. Issue penalties and conduct enforcement action in accordance with Section 8.04.360 for violations of activities regulated under Chapter 8.04 or 14 CCR Section 18989.1.

8.28.080 Appeal.

Any person dissatisfied with any action taken or any decision made by the Review Official assigned by the Public Works Director with regard to the provisions of this chapter may appeal pursuant to the provisions of Chapter 1.44 of this code.

SECTION III. SEVERABILITY

If any section of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications

of the act which can be given without the invalid provisions or application, and to this end the provisions of this act are severable.

SECTION IV.EFFECTIVE DATE

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

ADOPTED: _____

EFFECTIVE: _____

_____
KEVIN J. LINCOLN, II
Mayor of the City of Stockton

ATTEST:

_____
ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

SB 1383 ORDINANCE

City of Stockton

June 14, 2022

Agenda Item 15.2

SB 1383 STATEWIDE EMISSIONS REDUCTION TARGETS

2020

50%	Reduction of Organic Waste to Landfill

2025

75%	Reduction of Organic Waste to Landfill
20%	Edible Food Recovery

SB 1383 REGULATIONS: LOCAL ORDINANCE

By January 1, 2022, jurisdictions are required to adopt enforceable ordinance(s), or **similarly enforceable mechanisms** to "mandate that organic waste generators, haulers, and other entities subject to the requirements of [SB 1383 regulations] that are subject to the jurisdiction's authority comply with the requirements of this chapter."

(14 CCR Section 18981.2)

A CalRecycle grant of nearly $422,000 is contingent on the passage of the SB 1383 ordinance by June 14, 2022.

SB 1383 ORDINANCE REQUIREMENTS

Regulated Entities	SB 1383 Requirements
Single-Family Generators	Subscribe to recycling and organics collection services. Place materials in proper container.
Multi-Family Generators	Subscribe to recycling and organics collection services, unless granted a waiver. Place materials in proper container. Annually educate tenants on proper sorting.
Commercial Generators (Excluding Multi-Family)	Subscribe to recycling and organics collection services, unless granted a waiver. Place materials in proper container. Annually educate employees on proper sorting. Provide SB 1383 compliant containers for customers. Monitor contamination of business's containers.

SB 1383 ORDINANCE REQUIREMENTS (CONTINUED)

Regulated Entities	SB 1383 Requirements
Commercial Edible Food Generators	Recover surplus edible food and have a contract in place with a food recovery organization or service. Keep monthly records.
Food Recovery Organizations and Services	Record and report quantity and source of food recovered.
Haulers and Facility Operators	Transport recycling and organics to facilities that comply with SB 1383. Recordkeeping and reporting requirements.
Self-Haulers	Sort recycling and organics, and deliver materials to SB 1383 compliant facilities. Recordkeeping requirements.

ADDITIONAL SB 1383 REQUIREMENTS

- Procurement policies for purchasing recycled content paper and meeting a procurement target for organic waste products (compost, mulch, renewable natural gas, and electricity from biomass)
  - City to meet requirements through an update to Purchasing Policy
- Adopt an ordinance addressing specific sections of the State Model Water Efficient Landscaping Ordinance (MWELO) identified by SB 1383 and CALGreen
  - Relevant chapters modified

ADDITIONAL MUNICIPAL CODE UPDATES

- Updates to align with terms of most recent franchise agreement
- Updates to industrial waste permitting process to align with current practice

RECOMMENDATION TO COUNCIL

Introduce and pass an ordinance amending Title 8, Chapters 8.04 and 8.28 of the Stockton Municipal Code relating to the collection of organic materials.

File #: 22-0303, **Version:** 1

ADOPT RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF IMPROVEMENT AREA 2 OF THE CITY OF STOCKTON COMMUNITY FACILITIES DISTRICT NO. 2018-2 (WESTLAKE VILLAGES II), APPROVE AND DIRECT THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVE THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVE SALE OF SUCH BONDS, AND APPROVE OTHER RELATED DOCUMENTS AND ACTIONS

RECOMMENDATION

It is recommended that City Council adopt a resolution to authorize the issuance and sale of Special Tax Bonds, payable from Special Taxes, for and on behalf of Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) in the estimated amount of $10,625,000 (not-to-exceed $12,500,000), and direct the execution of a Fiscal Agent agreement, approve the bond sale, and approve all necessary actions and documents in connection with the issuance.

Summary

The City Council established the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) (the “District”) on June 19, 2018, to provide financing for the acquisition of a portion of the public infrastructure improvements for the District. The original boundary map for Westlake Villages II included two improvement areas, Improvement Area 1 and Improvement Area 2, and the City issued two series of bonds totaling $13.505 million for Improvement Area 1 in 2020 and 2021. On Dec 7, 2021, council adopted a resolution to reduce the size of the original Improvement Area 2 to facilitate the creation of two new improvement areas-Improvement Area 3 and Improvement Area 4.

Development of Improvement Area 2 is sufficiently advanced to support a bond issue for this phase of the development. Approval of the Resolution authorizes the issuance of special tax bonds for Improvement Area 2 of the Westlake Villages II Community Facilities District in the estimated amount of $10,625,000 and a not-to-exceed amount of $12,500,000 (with the actual principal amount being a factor of market conditions at the time of sale). This bond issue will reimburse the developer for the cost of improvements in Improvement Area 2 of the District, consisting primarily of flood control infrastructure, arterial and lateral streets, sidewalks, street lighting, landscaping, and water and sewer infrastructure including hookups, and parks and bike paths. The current issue is expected to represent the only bond issuance for Improvement Area 2.

DISCUSSION

Background

The City Council established the District in June 2018 to provide the funding necessary for the

acquisition of certain public infrastructure improvements authorized for the District. The District was split off from CFD 2006-2, which had lain dormant after the first 322 homes out of 2,622 planned had been built. CFD 2018-2 (Westlake Village II) is comprised of the remaining 580 acres of the original roughly 855 gross acres of contiguous parcels that made up the CFD 2006-2 district in North Stockton, South of Eight Mile Road and West of Interstate 5, just east of White Slough and the Delta. The District is planned to house 2,198 homes ranging in size from 1,400 to 3,500 square feet, and when fully developed will include a master-planned portion dedicated to 55+ living, multiple neighborhood parks, a school site, and a series of artificial lakes to aid in flood control. It is bounded on the west by Bishop Cut, on the north by Eight Mile Road, on the east by Regatta Lane (which separates the remaining development from the existing Spanos West CFD, and the initial homes built in the original Westlake Villages CFD), and on the south by Disappointment Slough.

The City formed CFD No. 2018-2 (Westlake Villages II) via Resolution 2018-06-19-1501, authorized special taxes to pay for associated services and public facilities, and moved undeveloped parcels from CFD 2006-2 into the new district. On February 4, 2020, a revision to Improvement Area 1 within the District was approved, which decreased the size of Improvement Area 1 and increased the area of Improvement Area 2 (via Resolution 2020-02-04-1501).

Two issues of bonds, totaling $13,505,000, were issued in 2020 and 2021 to acquire public infrastructure in Improvement Area 1.

On December 7, 2021, Council adopted a Resolution of Consideration to begin the process of changing the boundary map to reduce the size of Improvement Area 2 and create Improvement Areas 3 and 4 out of the remaining area of Improvement Area 2. This process was concluded on January 11, 2022, after a public hearing and landowner election process.

During the process of creating Improvement Areas 3 and 4 out of a reduction in Improvement Area 2, the original $60 million bonding capacity for Improvement Area 2 was left unchanged, as only documents related to the liens for the new Improvement Areas were recorded. As part of this issuance, the lien on Improvement Area 2 is being closed off and no further issuances will be permitted in this improvement Area.

Present Situation

All of the 292 residential lots in Improvement Area 2 have been completed and most of the improvement area's off site improvements are in place, including paved access and public utilities. The balance of offsite improvements, including parks, are anticipated to be completed in the near term. As of April 15, 2022, 56 homes were under construction.

The special taxes for facilities will commence in FY 2022-23 for all 93 "developed" homes (those having had building permits pulled as of May 1, 2022), with the remaining final mapped parcels being taxed at a reduced rate in the first year to enable merchant builders additional time to market and sell homes prior to full taxes being instituted in FY 2023-24. Beginning in FY 2023-24 all parcels (regardless of development status) will be assessed for the facilities tax. The facilities tax will continue until all of the bonds mature, expected to be in FY 2052-53.

The special tax is expected to provide approximately $659,000 annually as of FY 2023-24 (the first

year in which all property will be taxed), which will finance administrative charges, debt service, and provide for an additional 10% of taxing capacity to produce the debt service coverage required by investors. The tax and the revenues produced will escalate by 2% annually. First-year debt service will be partially paid out of bond proceeds ("capitalized interest") to give ample opportunity for merchant builders to market as many homes as possible before being subject to the special tax.

A second special tax for services will be levied starting in FY 2023-24, which has no expiration date.

Financing Team

The financing team consists of representatives from the appropriate City vendor pools:

- Municipal Advisor: KNN Public Finance LLC (Resolution No. 2017-05-25-1102)
- Bond Counsel: Jones Hall (Resolution No. 2018-05-15-1102)
- Underwriter: Brandis Tallman LLC (Resolution No. 2017-07-25-1101)
- Fiscal Agent: US Bank National Association

Legal Authority and Procedures

The Special Taxes levied in the District are captured on the property tax bill and treated the same as other taxes such as the ad valorem, general obligation bonds for schools and other overlapping assessments and special taxes from other jurisdictions. Should a property owner become delinquent on any portion of their tax bill, the property is subject to accelerated judicial foreclosure, and the amount of lien on the property associated with the special taxes can be paid from proceeds of any foreclosure action. This process provides security to the bondholders.

Schedule

If approved by the City Council, the transaction schedule is as follows:

Timeline	Item
Week of June 13th	Post Preliminary Official Statement
Week of June 20th	Pre-market bonds
Week of June 27th	Price bonds
Week of July 11th	Pre-closing, closing and transfer of funds

Documents for Consideration

Fiscal Agent Agreement: This Agreement governs the terms and conditions of the bonds and the role and responsibilities of the Fiscal Agent. It also includes the covenants of the City concerning the levy of the special tax, foreclosure of delinquent parcels and related matters.

Preliminary Official Statement: This is the offering document provided to investors that provides all material information related to the proposed bonds and the District. This document includes a Continuing Disclosure Certificate, which is the document detailing what ongoing information will be provided to investors.

Bond Purchase Agreement: This document details the agreement related to the terms of the negotiated sale of the bonds to the underwriter and the conditions for closing the bond issue.

Construction and Acquisition Agreement: This agreement entered into in 2019 during issuances in Improvement Area 1 will be applicable throughout all Issuances in the CFD. It lays out a list of improvements that may be financed from bond proceeds once accepted and acquired by the City after completion. The Council has previously approved this agreement with the Westlake II developer.

FINANCIAL SUMMARY

There is no impact to the City's General Fund or any other unrestricted fund as a result of taking the recommended action. There will be sufficient special taxes placed on the tax roll for FY 2022-23 to pay the portion of first year debt service on the bonds not paid out of capitalized interest. Final sizing of the bond issue will ensure that tax proceeds are sufficient to account for City administrative fees and coverage beyond actual debt service requirements. Bond investors take the risk that, if delinquencies exceed 10% and the funded debt service reserve is depleted, there may not be sufficient funds to pay debt service when due.

This CFD issuance is reported in a custodial fund that does not report revenues and expenditures. For this reason, adoption of this resolution approves the costs related to the transaction, which include those costs shown in the good faith estimate. The estimated costs of issuance are $382,000, which include fixed costs for the fees and expenses of bond counsel, underwriter, municipal advisor, fiscal agent, and the City's administrative fee of approximately $66,250. Other costs, including that of the appraiser and the absorption consultant, will be paid directly out of funds deposited by the developer.

SB 450 Compliance ("Good Faith Estimates")

In compliance with state law (Government Code 5852.1), a good faith estimate related to the proposed bonds is attached. The good faith estimates have been provided to the City by the Municipal Advisor. Each estimate is based on the City's financing plan, estimates of costs, and current market conditions, including market interest rates prevailing at the time of preparation of the estimate.

- Principal Amount-the estimated aggregate principal amount of the bonds to be sold is $11,270,000.
- True Interest Cost-the estimated true interest cost of the bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the bonds, is 5.3%.
- Finance Charge-the estimated finance charge for the bonds, which means the sum of all fees paid to third parties (or costs associated with the bonds), is estimated at $382,065.
- Amount of Proceeds to be Received-the estimated amount of proceeds to be received by the City from the sale of the bonds, less the finance charge of the bonds, as estimated above, and less estimated reserves and capitalized interest, is $9,408,570.
- Total Payment Amount-the estimated total payment amount, which means the total of all payments to pay debt service on the bonds, plus the finance charge for the bonds, as

described above, not paid with the proceeds of the bonds, calculated to the final maturity of the bonds, is $21,444,260.

These estimates are good faith estimates only. The actual figures will differ due to:

- Differences between assumptions regarding the date of the sale of the bonds, the principal amount of bonds sold, the amortization of the bonds, and market interest rates at the time of sale of the bonds
- Other market conditions
- Changes in the City's financing plan

Attachment A - Description of Documents Being Approved and Terms Used

Description of Documents Being Approved and Terms Used

Bond Purchase Contract - Is a contract between the City and the Underwriter that provides the terms and conditions under which the underwriter will purchase the Series 2022 Bonds.

Continuing Disclosure Certificate - Is required under Securities and Exchange Commission Rule 15c2-12 ("Rule") and is a written agreement issued in connection with the issuance of bonds requiring the City to provide annual reports (containing certain financial or operating data relating to the City's water system) and to provide notice of certain events required by the Rule.

Construction and Acquisition Agreement – The developer is required to place certain infrastructure as a condition of development approval. This document lays out a list of improvements that may be financed from bond proceeds once accepted and acquired by the City after completion.

Fiscal Agent Agreement – Is a legal agreement between the bond fiscal agent and the City concerning the handling of all funds arising out of a municipal bond issuance. This document describes how the Fiscal Agent acts out of a fiduciary responsibility to protect bondholder interests, including default provisions and remedies, use of project funds, and use of reserve funds.

Net Present Value - Presents actual annual cash flow savings discounted to a current value

Net Present Value Savings - Generally net present value savings in excess of 3.00% are considered significant. The Government Finance Officers Association, in their best practices white paper titled "Analyzing and Issuing Refunding Bonds" from February 2011, reports that "one test often used by issuers to assess the appropriateness of a refunding is the requirement specifying the achievement of a minimum net present value (NPV) savings. A common threshold is that the savings (net of all issuance costs and any cash contribution to the refunding), as a percentage of the refunding bonds exceeds 3-5%." The City Debt Policy uses 3% NPV savings as a guideline.

Not-To-Exceed Amount - The City Council and Authority are being asked to approve the issuance in an amount "not-to-exceed" $12,500,000. The amount of issuance is currently estimated at a par amount of $10,625,000, however, sizing may differ due to investor preference. The tradeoff is higher interest rates with a lower issue size (premium pricing) or lower interest rates with a higher issue size (discount pricing). The overall goal is to market to the entire range of buyers and demand will determine the final interest rates and yields with the goal to maximize refunding savings.

Official Statement - Is a document used by the financial community to make investment decisions. It describes the essential terms of the bonds, including whether and on what terms the bonds can be redeemed prior to maturity the sources pledged to repay the bonds, the issuer's covenants for the benefit of investors and risk associated with the investment.

Preliminary Official Statement ("POS") - The POS is the form of the Official Statement that must be approved by the issuers governing board. It is used to market the bonds prior to final sale and determination of final rates and sizing, which will be included in the Final Official Statement prepared after the sale and closing of the bonds (typically a two-week period).

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF IMPROVEMENT AREA 2 OF THE CITY OF STOCKTON COMMUNITY FACILITIES DISTRICT NO. 2018-2 (WESTLAKE VILLAGES II), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING THE SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

The City Council (the "Council") of the City of Stockton (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at section 53311, of the California Government Code (the "Act"), to form (i) City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) (the "CFD"), (ii) Improvement Area 1 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) ("Improvement Area 1"), and (iii) Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) ("Improvement Area 2" and together with Improvement Area 1, the "Improvement Areas"), to authorize the levy of special taxes upon the land within the Improvement Areas, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District; and

Subsequent to the initial formation of the District, the Council adopted (i) "Resolution Ordering Change to Rate and Method for Improvement Area No. 1 and 2 and Adjusting Improvement Area Boundaries for a Community Facilities District and Directing Recording of Notice of Special Tax Lien," Resolution No. 2020-02-04-1501, on February 4, 2020, officially reforming the boundaries of Improvement Area No. 1 and Improvement Area No. 2 and amending the Rate and Method of Apportionment of Special Tax for Improvement Area 1 and Improvement Area 2, and (ii) "Resolution Ordering Changes Affecting Certain Parcels Within Improvement Area 2 of Community Facilities District No. 2018-2 (Westlake Villages II), Establishing Improvement Area 3 and Improvement Area 4 in the District, and Directing Recording of Amended Notice of Special Tax Lien," Resolution No. 2022-01-11-1601, on January 11, 2022, officially reforming the boundaries of Improvement Area No. 2, all pursuant to the Act; and

The Council, as legislative body of the District, authorized the issuance of special tax bonds of the City for Improvement Area 2 in the maximum principal amount of not to exceed $60,000,000 (the "Bond Authorization"), and the Council, as legislative body of the District, now desires to issue the first and only planned series of "new money" bonds for Improvement Area 2 (the "Bonds"), as further detailed in the Fiscal Agent Agreement approved herein; and

The Council, as legislative body of the District, has obtained and disclosed all of the information required to be obtained and disclosed related to the Bonds under section 5852.1 of the California Government Code in the staff report accompanying this Resolution; and

There has been submitted to the Council a Fiscal Agent Agreement (the "Fiscal Agent Agreement") (attached as Exhibit 1), between the City and Computershare Trust Company, N.A., as fiscal agent, providing for the issuance and terms of the Bonds, and the Council, with the aid of City staff, has reviewed the Fiscal Agent Agreement and found it to be in proper order, and now desires to approve the Fiscal Agent Agreement, the issuance of the Bonds and the execution of those and related documents; and

The City proposes to sell the Bonds to Oppenheimer & Co. Inc., as underwriter (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement by and between the City and the Underwriter, and the Underwriter proposes to offer the Bonds to the investing public by means of a Preliminary Official Statement, and the Council, with the aid of City staff, has reviewed the Bond Purchase Agreement (attached as Exhibit 2) and the Preliminary Official Statement (attached as Exhibit 3) and found them to be in proper order, and now desires to approve said documents; and

All conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act; now, therefore,

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

1. This Council finds and determines that it is prudent in the management and development of land in the City and the District to issue the Bonds for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District.

2. For the purposes of these proceedings in and for Improvement Area 2 of the District, the Act shall be the authority for the issuance of the Bonds.

3. Pursuant to the Act, this Resolution and the Fiscal Agent Agreement, special tax bonds of the City for Improvement Area 2 of the District designated as "Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) Special Tax Bonds Series 2022" in an aggregate principal amount estimated at $10,625,000 (not to exceed $12,500,000) are hereby authorized to be issued. The Bonds shall be executed in the form set forth in, and otherwise as provided in the Fiscal Agent Agreement.

4. The Bonds shall not be issued unless the value of the real property within Improvement Area 2 subject to the special tax to pay debt service on the Bonds, based on assessed values and/or an appraisal by an independent appraiser hired by the City for the purpose of determining such value, is at least three (3) times the proposed principal amount of the outstanding Bonds proposed to be issued and secured by a special tax levied pursuant to the Act on property within Improvement Area 2.

5. The Council hereby approves the Fiscal Agent Agreement and the terms therein, substantially in the form presented to the Council at this meeting. The City Manager, Chief Financial Officer or such other person or persons as any of them may designate (collectively, the "Authorized Officers"), each acting alone or together with any other Authorized Officer, are each hereby authorized and directed to execute the Fiscal Agent Agreement, for and in the name and on behalf of the City and Improvement Area 2 of the District, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Jones Hall, A Professional Law Corporation, as bond counsel to the City ("Bond Counsel"). The proceeds of the Bonds shall be applied by the City for the purposes and in the amounts as set forth in the Fiscal Agent Agreement. The Council hereby authorizes the delivery and performance by the City of the Fiscal Agent Agreement.

6. The City hereby covenants, for the benefit of the owners of the Bonds, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or principal of the Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

7. The Council hereby approves the Preliminary Official Statement with respect to the Bonds, in substantially the form on file with the City Clerk. Distribution of the Preliminary Official Statement by the City and the Underwriter is hereby approved, and, prior to the distribution of the Preliminary Official Statement, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized, and directed, on behalf of the City, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by the Authorized Officer executing the same, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, is hereby approved for delivery to the purchasers of the Bonds, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed to execute and deliver the final Official Statement for and on behalf of the City, to deliver to the Underwriter a certificate with respect to the information set forth therein and to deliver to the Underwriter the Continuing Disclosure Undertaking in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

8. The Council hereby approves the Bond Purchase Agreement in substantially the form on file with the City Clerk; provided, that the aggregate principal amount of Bonds

shall not exceed $12,500,000 or result in an Underwriter's discount in excess of 1.25%, or a true interest cost in excess of 7.00%. Subject to the foregoing parameters, an Authorized Officer is hereby authorized and directed to execute the Bond Purchase Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same. The Council hereby finds and determines that the sale of the Bonds at negotiated sale as contemplated by the Bond Purchase Agreement will result in a lower overall cost.

9. All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the District and the Improvement Areas and the sale and issuance of the Bonds are hereby approved, confirmed and ratified, and the Authorized Officers of the City are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this resolution, and any certificate, agreement, and other document described in the documents herein approved. All actions to be taken by a specified Authorized Officer as specified herein, may be taken by the Authorized Officer (including any person holding such office on an interim basis) or any designee, with the same force and effect as if taken by such Authorized Officer.

10. This Resolution shall take effect immediately upon its adoption.

11. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 14, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

FISCAL AGENT AGREEMENT

by and between

CITY OF STOCKTON

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

Dated as of _____ 1, 2022

Relating to:

$_____
Improvement Area 2 of the City of Stockton
Community Facilities District No. 2018-2 (Westlake Villages II)
Special Tax Bonds
Series 2022

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FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Agreement") is made and entered into as of _____ 1, 2022, by and between the City of Stockton, California, a charter city and public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) (the "District"), and U.S. Bank Trust Company, National Association, a national banking association organized under the laws of the United States of America as fiscal agent (the "Fiscal Agent").

W I T N E S S E T H :

WHEREAS, the City Council of the City has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at section 53311, of the California Government Code (the "Act") and Resolution No. 2018-06-19-1502-01 of the City Council adopted on June 19, 2018, to form (i) City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) (the "District"), (ii) Improvement Area 1 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) ("Improvement Area 1"), and (iii) Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) ("Improvement Area 2" and together with Improvement Area 1, the "Improvement Areas"), to authorize the levy of special taxes upon the land within the Improvement Areas, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District; and

WHEREAS, subsequent to the initial formation of the District, the City Council adopted (i) "Resolution Ordering Change to Rate and Method for Improvement Area No. 1 and 2 and Adjusting Improvement Area Boundaries for a Community Facilities District and Directing Recording of Notice of Special Tax Lien," Resolution No. 2020-02-04-1501, on February 4, 2020, officially reforming the boundaries of Improvement Area No. 1 and Improvement Area No. 2 and amending the Rate and Method of Apportionment of Special Tax for Improvement Area 1 and Improvement Area 2, and (ii) "Resolution Ordering Changes Affecting Certain Parcels Within Improvement Area 2 of Community Facilities District No. 2018-2 (Westlake Villages II), Establishing Improvement Area 3 and Improvement Area 4 in the District, and Directing Recording of Amended Notice of Special Tax Lien," Resolution No. 2022-01-11-1601, on January 11, 2022, officially reforming the boundaries of Improvement Area No. 2, all pursuant to the Act; and

WHEREAS, the City Council, as the legislative body of the District, is authorized under the Act to levy special taxes to pay for the costs of facilities within the District and the Improvement Areas therein, and to authorize the issuance of bonds secured by said special taxes under the Act; and

WHEREAS, under the provisions of the Act, on _____, 2022, the City Council of the City adopted its Resolution No. 2022-08-11-1401 (the "Resolution"), which resolution, among other matters, authorized the issuance of the Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) Special Tax Bonds Series 2022 to provide moneys for the construction and acquisition of improvements within the Improvement Area 2 and provided that said issuance would be in accordance with the Act and this Agreement, and authorized the execution hereof; and

WHEREAS, it is in the public interest and for the benefit of the City, the District, the persons responsible for the payment of special taxes and the Owners of the Bonds that the City enter into this Agreement to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of the special taxes securing the Bonds and any additional bonds authorized to be issued hereunder and the administration and payment of the Bonds; and

WHEREAS, the City has determined that all things necessary to cause the Bonds, when authenticated by the Fiscal Agent for the District and issued as in the Act, the Resolution and this Agreement provided to be legal, valid and binding and special obligations of the City for Improvement Area 2 in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

STATUTORY AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Agreement. The Fiscal Agent may become the Owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"Additional Bonds" means any series of bonds other than the 2022 Bonds issued pursuant to Section 5.09.

"*Administrative Expenses*" means any or all of the following:

(a) the expenses directly related to the administration of the District, including, but not limited to, the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or a designee thereof or both); the costs of collecting the Special Taxes (whether by San Joaquin County, the City or otherwise); the costs of remitting the Special Taxes to the Fiscal Agent; the costs associated with preparing Special Tax disclosure statements and responding to the public inquiries regarding the Special Taxes; the costs of the City, the District or any designee thereof related to an appeal of the Special Tax;

(b) the costs of the Fiscal Agent (including its legal counsel) in the discharge of the duties of the Fiscal Agent pertaining to the Bonds required under this Fiscal Agent Agreement and any Supplemental Agreement;

(c) the costs of the City or any designee thereof of complying with the City, the District, or obligated person disclosure requirements associated with applicable federal or state securities laws of the Act pertaining to the Bonds;

(d) any amounts required to be rebated to the federal government; and

(e) all other costs and expenses of the City (including, but not limited to, an allocable share of the salaries of the City staff directly related to the foregoing, a proportionate amount of City general administrative overhead related to the foregoing, and amounts advanced by the City for any administrative purpose of the District,

including costs related to prepayments of Special Taxes, recordings related to such prepayments and satisfaction of Special Taxes, amounts advanced to ensure maintenance of tax exemption, and the costs of prosecuting foreclosure of delinquent Special Taxes, which amounts advanced are subject to reimbursement from other sources, including proceeds of foreclosure) and the Fiscal Agent incurred in connection with the discharge of their respective duties hereunder and in any way related to the administration of the District and all actual costs and expenses incurred in connection with the administration of the Bonds.

"Agreement" means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement.

"Annual Debt Service" means, for each Bond Year and each Series of Outstanding Bonds, the sum of (i) the interest due on the respective Series of Outstanding Bonds in such Bond Year, assuming that such Outstanding Bonds are retired as scheduled, and (ii) the principal amount of the respective Series of Outstanding Bonds, including any mandatory sinking fund payments, due in such Bond Year.

"Authorized Officer" means the City Manager, Chief Financial Officer, City Clerk, City Attorney, including any deputy, acting or interim officer holding such position, or any other officer or employee authorized by the City Council of the City or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

"*Bond Counsel*" means Jones Hall, A Professional Law Corporation, and its successors; or any other attorney at law or firm of attorneys selected by the City, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bond Year" means each twelve-month period beginning on September 2 in any year and extending to the next succeeding September 1, both dates inclusive; except that the first Bond Year shall begin on the Closing Date and end on September 1, 2022.

"*Bonds*" means the 2022 Bonds and any Additional Bonds.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Principal Office of the Fiscal Agent is located are authorized or obligated by law or executive order to be closed.

"CDIAC" means the California Debt and Investment Advisory Commission of the office of the State Treasurer of the State of California or any successor agency or bureau thereto.

"Chief Financial Officer" means the duly acting Chief Financial Officer of the City, or if the City has no Chief Financial Officer, such officer of the City serving a similar role.

"City" means the City of Stockton, California, and any successor thereto.

"Closing Date" means _____, 2022, the date upon which there is a physical delivery of the 2022 Bonds in exchange for the amount representing the purchase price of the 2022 Bonds by the Original Purchaser.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate, dated as of the Closing Date, by and between the City and Willdan Financial Services, or successors, in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Cost of Issuance" means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent, including its first annual administration fee, and expenses and fees of counsel to the Fiscal Agent, expenses incurred by the City in connection with the issuance of the Bonds, financial advisor fees, Bond (underwriter's) discount or underwriting fee, legal fees and charges, including bond counsel, charges for execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name established pursuant to Section 3.05(A).

"DTC" means the Depository Trust Company, and its successors and assigns.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository pursuant to Section 2.12.

"District" means the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) formed pursuant to the Resolution of Formation.

"*Fair Market Value*" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is the Local Agency Investment Fund of the State of California, but only if at all times during which the investment is held its yield is reasonably

expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States.

"Federal Securities" means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for funds held by the Fiscal Agent (the Fiscal Agent entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment).

(i) Direct general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as "stripped" obligations and coupons; or

(ii) Any of the following obligations of the following agencies of the United States of America: (a) direct obligations of the Export-Import Bank, (b) certificates of beneficial ownership issued by the Farmers Home Administration, (c) participation certificates issued by the General Services Administration, (d) mortgage-backed bonds or passthrough obligations issued and guaranteed by the Government National Mortgage Association, (e) project notes issued by the United States Department of Housing and Urban Development, and (f) public housing notes and bonds guaranteed by the United States of America.

"Fiscal Agent" means the Fiscal Agent appointed by the City and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"*Gross Taxes*" means the proceeds of the Special Taxes received by the City, including any scheduled payments and any prepayments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes to the amount of said lien and interest thereon. "Gross Taxes" does not include any penalties collected in connection with delinquent Special Taxes or any interest in excess of the interest due on the Bonds.

"Improvement Area 2" means Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II).

"Improvement Fund" means the fund by that name established pursuant to Section 3.04(A) hereof.

"Information Services" means "EMMA" or the "Electronic Municipal Market Access" system of the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Interest Payment Dates" means March 1 and September 1 of each year, commencing March 1, 2023.

"Maximum Annual Debt Service" means, for each Series of Outstanding Bonds, the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of the respective Series of Outstanding Bonds.

"*Net Taxes*" means Gross Taxes minus amounts set aside to pay Administrative Expenses.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer.

"Ordinance" means any ordinance of the City levying the Special Taxes.

"Original Purchaser" means the first purchaser of the Bonds from the City.

"Outstanding," when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 8.04) all Bonds except (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City pursuant to the Agreement or any Supplemental Agreement.

"Owner" or *"Bondowner"* means any person who shall be the registered owner of any Outstanding Bond.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Permitted Investments" means any of the following, to the extent that they are lawful investments for City funds at the time of investment, and are acquired at Fair Market Value (the Fiscal Agent is entitled to rely upon investment direction from the City as a certification that such investment constitutes a Permitted Investment):

(i) Federal Securities;

(ii) any of following obligations of federal agencies not guaranteed by the United States of America: (a) debentures issued by the Federal Housing Administration; (b) participation certificates or senior debt obligations of the Federal Home Loan Mortgage Corporation or Farm Credit Banks (consisting of Federal Land Banks, Federal Intermediate Credit Banks or Banks for Cooperatives); (c) bonds or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act, bonds of any federal home loan bank established under said act and stocks, bonds, debentures, participations and other obligations of or issued by the Federal National Mortgage Association, the Student Loan Marketing Association, the Government National Mortgage Association and the Federal Home Loan Mortgage Corporation; and (d) bonds, notes or other obligations issued or assumed by the International Bank for Reconstruction and Development;

(iii) interest-bearing demand or time deposits (including certificates of deposit) in federal or State of California chartered banks (including the Fiscal Agent and its affiliates), provided that (a) in the case of a savings and loan association, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such savings and loan association shall be rated in one of the top two rating categories by a nationally recognized rating service; (b) in the case of a bank, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such bank (or the unsecured obligations of the parent bank holding company of which such bank is the lead bank) shall be rated at the time of purchase in one of the top two rating categories by a nationally recognized rating service; and (c) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks, which may include the Trustee, its parent holding company, if any, and their affiliates, which have a rating on their short term certificates of deposit on the date of purchase of "A" or better by S&P, maturing no more than 360 days after the date of purchase, provided that ratings on holding companies are not considered as the rating of the bank;

(iv) repurchase agreements with a registered broker/dealer subject to the Securities Investors Protection Corporation Liquidation in the event of insolvency, or any commercial bank provided that: (a) the unsecured obligations of such bank shall be rated in one of the top two rating categories by a nationally recognized rating service, or such bank shall be the lead bank of a banking holding company whose unsecured obligations are rated in one of the top two rating categories by a nationally recognized rating service; (b) the most recent reported combined capital, surplus and undivided profits of such bank shall be not less than $100 million; (c) the repurchase obligation under any such repurchase obligation shall be required to be performed in not more than thirty (30) days; (d) the entity holding such securities as described in clause (c) shall have a pledged first security interest therein for the benefit of the Fiscal Agent under the California Commercial Code or pursuant to the book-entry procedures described by 31 C.F.R. 306.1 *et seq.* or 31 C.F.R. 350.0 *et seq.* and are rated in one of the top two rating categories by a nationally recognized rating service;

(v) bankers acceptances endorsed and guaranteed by banks described in clause (iv) above;

(vi) obligations, the interest on which is exempt from federal income taxation under Section 103 of the Code and which are rated in the one of the top two rating categories by a nationally recognized rating service;

(vii) money market funds which invest solely in Federal Securities or in obligations described in the preceding clause (ii) of this definition, or money market funds which are rated in the highest rating category by Standard & Poor's Ratings Services or Moody's Investor Service, including such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this

Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(viii) units of a taxable government money market portfolio comprised solely of obligations listed in (i) and (iv) above, such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(ix) any investment which is a legal investment for proceeds of the Bonds at the time of the execution of such agreement, and which investment is made pursuant to an agreement between the City or the Fiscal Agent or any successor Fiscal Agent and a financial institution or governmental body whose long term debt obligations are rated in one of the top two rating categories by a nationally recognized rating service;

(x) commercial paper which at the time of purchase is of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody's Investors Service, or Standard and Poor's Corporation, of issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars ($500,000,000) and having an "AA" or higher rating for the issuer's debentures, other than commercial paper, as provided for by Moody's Investors Service or Standard and Poor's Corporation, and provided that purchases of eligible commercial paper may not exceed 180 days maturity nor represent more than 10 percent of the outstanding paper of an issuing corporation;

(xi) any general obligation of a bank or insurance company whose long term debt obligations are rated in one of the two highest rating categories of a national rating service;

(xii) shares in a common law trust established pursuant to Title 1, Division 7, Charter 5 of the Government Code of the State which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State, as it may be amended;

(xiii) shares in the California Asset Management Program; or

(xiii) the Local Agency Investment Fund established pursuant to Section 16429.1 of the Government Code of the State of California, *provided, however,* that the Fiscal Agent shall be permitted to make investments and withdrawals in its own name and the Fiscal Agent may restrict investments in the such fund if necessary to keep moneys available for the purposes of this Fiscal Agent Agreement.

(xiv) any other lawful investment for City funds.

"Prepayment" means moneys received by the City from the prepayment of Special Taxes as provided in the "Rate, Method of Apportionment, and Manner of Collection of Special Tax" applicable to Improvement Area 2.

"Principal Office" means the corporate trust office of the Fiscal Agent set forth in Section 9.06, or such other or additional offices as may be designated by the Fiscal Agent.

"Project" means the acquisitions and improvements described in the Resolution of Formation, including Administrative Expenses related thereto.

"Qualified Reserve Fund Credit Instrument" means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent pursuant to Section 4.02, provided that all of the following requirements are met: (a) the long-term credit rating of such bank or insurance company is rated at the time of issuance in the "AA" category or higher by S&P or Moody's (without regard to qualifier); (b) such letter of credit or surety bond has a term of at least 12 months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement with respect to which funds are proposed to be released pursuant to Section 4.02; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Special Tax Fund for the purpose of making payments required pursuant to Section 4.02 or the amount to be restored to the Reserve Fund if not timely renewed or extended.

"Record Date" means the 15th day of the month next preceding the month of the applicable Interest Payment Date whether or not such day is a Business Day.

"Regulations" means temporary and permanent regulations promulgated under the Code.

"Reserve Fund" means the fund by that name established pursuant to Section 4.02(A).

"Reserve Requirement" means, as of the date of any calculation, an amount equal to the lesser of (a) Maximum Annual Debt Service on the respective Outstanding Bonds covered by the Reserve Fund, (b) 125% of the average Annual Debt Service on the respective Outstanding Bonds covered by the Reserve Fund, or (c) 10% of the original principal amount of the respective Bonds covered by the Reserve Fund (or the issue price of the respective Bonds excluding accrued interest, if the net original issue discount or premium is less than 98% or more than 102% of the principal amount of the respective Bonds), as calculated by the City; provided, that (1) in no event shall the City, in connection with the issuance of Additional Bonds covered by the Reserve Fund pursuant to a Supplemental Agreement be obligated to deposit an amount in the Reserve Fund which is in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, in the event the amount of any such deposit into the Reserve Fund is so limited, the Reserve Requirement shall, in connection with the issuance of such Additional Bonds, be increased only by the amount of such deposit as permitted by the Code, and (2) the City may meet all or a portion of the Reserve Requirement by depositing a Qualified Reserve Fund Credit Instrument in the Reserve Fund in accordance with Section 4.02(A).

"Resolution" means Resolution No. 2022-_____ adopted by the City Council of the City on _____, 2022, which resolution, among other matters, authorized the issuance of the Bonds.

"Resolution of Formation" means collectively, (i) Resolution No. 2018-06-19-1502-01 of the City Council adopted on June 19, 2018, establishing the District and the Improvement Areas for the purpose of providing for the financing of certain public facilities in and for such District, (ii) Resolution No. 2020-02-04-1501 of the City Council adopted on February 4, 2020, reforming the boundaries of Improvement Area No. 1 and Improvement Area No. 2 and amending the Rate and Method of Apportionment of Special Tax for Improvement Area 1 and Improvement Area 2, and (iii) Resolution No. 2022-01-11-1601 of the City Council adopted on January 11, 2022, reforming the boundaries of Improvement Area No. 2 and establishing Improvement Area No. 3 and Improvement Area No. 4 of the District.

"Securities Depositories" means The Depository Trust Company; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Series" means a series of Bonds issued under this Fiscal Agent Agreement.

"Special Tax Fund" means the fund by that name established by Section 3.03(A).

"Special Taxes" means the special taxes levied within Improvement Area 2 pursuant to the Act, the Ordinance and this Agreement.

"Supplemental Agreement" means an agreement the execution of which is authorized by a resolution which has been duly adopted by the City under the Act and which agreement is amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

"*Teeter Plan*" means the County of San Joaquin's program of distributing special taxes as described under the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds, as provided for in Sections 4701 through 4717, inclusive, of the Revenue and Taxation Code of the State of California.

"Term 2022 Bonds" means the 2022 Bonds maturing on September 1, _____, September 1, _____, and September 1, _____.

"2022 Bonds" means the Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) Special Tax Bonds, Series 2022.

"2022 Reserve Account" means the account within the Reserve Fund by that name established pursuant to Section 4.02(A).

ARTICLE II

THE 2022 BONDS

Section 2.01. Principal Amount; Designation. The 2022 Bonds in the aggregate principal amount of $_____ are hereby authorized to be issued by the City for Improvement Area 2 under and subject to the terms of the Resolution and this Agreement, the Act and other applicable laws of the State of California. The 2022 Bonds shall be designated the " Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) Special Tax Bonds Series 2022."

Section 2.02. Terms of the 2022 Bonds.

(A) Form; Denominations. The 2022 Bonds shall be issued as fully registered Bonds without coupons in denominations of $5,000 or any integral multiple thereof. The 2022 Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent.

(B) Date of the 2022 Bonds. The 2022 Bonds shall be dated the Closing Date.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the 2022 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2022 Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2022 Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities. The 2022 Bonds shall be issued as term bonds and shall mature and become payable as follows:

Maturity (Sept 1)	Principal Amount	Interest Rate	Maturity (Sept 1)	Principal Amount	Interest Rate

(E) Interest. The 2022 Bonds shall bear interest at the rates set forth above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each 2022 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record

Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a 2022 Bond, interest is in default thereon, such 2022 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(F) Method of Payment. Interest on the 2022 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on the Interest Payment Dates by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date of any Owner of $1,000,000 or more in aggregate principal amount of 2022 Bonds; provided that so long as any 2022 Bonds are in book-entry form, payments with respect to such 2022 Bonds shall be made by wire transfer or such other method acceptable to the Fiscal Agent and to the Depository. The principal of the 2022 Bonds and any premium on the 2022 Bonds are payable in lawful money of the United States of America upon surrender of the 2022 Bonds at the Principal Office of the Fiscal Agent. All 2022 Bonds paid by the Fiscal Agent pursuant to this Section shall be cancelled by the Fiscal Agent. The Fiscal Agent shall destroy the cancelled 2022 Bonds in accordance with its records retention policy then in effect.

Section 2.03. Redemption.

(A) Redemption Dates.

(i) Optional Redemption. The 2022 Bonds are subject to optional redemption from any source of available funds other than Prepayments prior to maturity, in whole, or in part among maturities as specified by the City and by lot within a maturity, on any date on or after September 1, _____, at the following respective redemption prices (expressed as percentages of the principal amount of the 2022 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	**Redemption Price**
September 1, ____ through August 30, ____	103%
September 1, ____ through August 30, ____	102
September 1, ____ through August 30, ____	101
September 1, ____ and any date thereafter	100

(ii) Mandatory Redemption From Prepayments. The 2022 Bonds shall be subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as shall be specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2022 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	**Redemption Price**
Interest Payment Dates through March 1, _____	103%
September 1, _____ and March 1, _____	102
September 1, _____ and March 1, _____	101
September 1, _____ and Interest Payment Dates thereafter	100

(iii) Mandatory Sinking Fund Redemption. The 2022 Bonds maturing September 1, _____, September 1, _____ and September 1, _____ (the "**Term 2022 Bonds**") are subject to mandatory sinking payment redemption in part on September 1, _____, September 1, _____ and September 1, _____, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Due September 1, _____

Mandatory Redemption Date (September 1)	Sinking Fund Payment

Term Bonds Due September 1, _____

Mandatory Redemption Date (September 1)	Sinking Fund Payment

Term Bonds Due September 1, _____

Mandatory Redemption Date (September 1)	Sinking Fund Payment

The amounts in the foregoing tables shall be reduced pro rata, at the direction of the City in an Officer's Certificate, in order to maintain substantially uniform debt service, as a result of any prior partial optional or mandatory redemption of the Term 2022 Bonds pursuant to Section 2.03(A)(i) or (ii) above. In the event of a redemption pursuant to Section 2.03(A)(i) or (ii), the City shall provide the Fiscal Agent with a revised sinking fund schedule giving effect to the redemption so completed.

In lieu of redemption under this Section 2.03, moneys in the Special Tax Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2022 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2022 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem 2022 Bonds pursuant to Section 2.03(A)(i) and (ii) not less than 60 days prior to the applicable redemption date.

(C) Redemption Procedure by Fiscal Agent; Rescission. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any 2022 Bonds designated for redemption, at their addresses appearing on the 2022 Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such 2022 Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2022 Bonds are to be called for redemption, shall designate the CUSIP numbers and 2022 Bond numbers of the 2022 Bonds to be redeemed by giving the individual CUSIP number and 2022 Bond number of each 2022 Bond to be redeemed or shall state that all 2022 Bonds between two stated 2022 Bond numbers, both inclusive, are to be redeemed or that all of the 2022 Bonds of one or more maturities have been called for redemption, shall state as to any 2022 Bond called in part the principal amount thereof to be redeemed, and shall require that such 2022 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such 2022 Bonds will not accrue from and after the redemption date.

Upon the payment of the redemption price of 2022 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, of the 2022 Bonds being redeemed with the proceeds of such check or other transfer.

The City has the right to rescind any notice of the redemption of 2022 Bonds under Section 2.03(A)(i) by written notice to the Fiscal Agent on or prior to two Business Days prior the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2022 Bonds then called for redemption, and such cancellation shall not constitute an event of default. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

Whenever provision is made in this Agreement for the redemption of less than all of the 2022 Bonds of any maturity, the Fiscal Agent shall select the 2022 Bonds to be redeemed, from all 2022 Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of 2022 Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a new 2022 Bond or 2022 Bonds, of the same series and maturity, of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the 2022 Bond or 2022 Bonds.

(D) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2022 Bonds so called for redemption shall have been deposited in the Special Tax Fund, such 2022 Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All 2022 Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the cancelled 2022 Bonds it has received in accordance with its records retention policy then in effect.

Section 2.04. Form of Bonds. The 2022 Bonds, the form of Fiscal Agent's certificate of authentication and the form of assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, the Resolution and the Act.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the City by the Mayor and the City Clerk of the City who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the City may be impressed, imprinted or reproduced by facsimile thereon. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the Owner. Any Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that the Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity.

No transfers of Bonds shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The transferor of any Bond shall also provide or cause to be provided to the Fiscal Agent all information necessary to allow the Fiscal Agent to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such exchange shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such exchange any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent will keep or cause to be kept, at its Principal Office, sufficient books for the registration and transfer of the Bonds (the "Bond Register"), which books shall show the series number, date, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled by it and destroyed by the Fiscal Agent in accordance with its records retention policy then in effect. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity for the Fiscal Agent and the City satisfactory to the Fiscal Agent shall be given, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City may require payment of a sum not exceeding the

actual cost of preparing each new Bond delivered under this Section and of the expenses which may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery. Any Bond delivered under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the City whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Limited Obligation. All obligations of the City under this Agreement and the Bonds shall be special obligations of the City, payable solely from the Net Taxes and the funds pledged therefore hereunder. Neither the full faith and credit nor the taxing power of the City (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. Book-Entry Only System. DTC shall act as the initial Depository for the Bonds. One Bond for each maturity of the Bonds shall be initially executed, authenticated, and delivered as set forth herein as a separate fully registered certificate (in printed or typewritten form). Upon initial execution, authentication, and delivery, the ownership of the Bonds shall be registered in the Bond Register kept by the Fiscal Agent for the Bonds in the name of Cede & Co, as nominee of DTC or such nominee as DTC shall appoint in writing.

The Authorized Officers and the Fiscal Agent are hereby authorized to take any and all actions as may be necessary and not inconsistent with this Agreement to qualify the Bonds for the Depository's book-entry system, including the execution of the Depository's required representation letter.

With respect to Bonds registered in the Bond Register in the name of Cede & Co, as nominee of DTC, the Fiscal Agent shall not have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds Bonds as Depository from time to time (the "DTC Participants") or to any person for which a DTC Participant acquires an interest in the Bonds (the "Beneficial Owners"). Without limiting the immediately preceding sentence, the Fiscal Agent shall not have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co, or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption or mandatory tender, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the City elects to redeem the Bonds in part, (iv) the payment to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of or interest on the Bonds, or (v) any consent given or other action taken by the Depository as Owner of the Bonds.

The Fiscal Agent may treat as and deem DTC to be the absolute Owner of each Bond for which DTC is acting as Depository for the purpose of payment of the principal of and interest on such Bonds, for the purpose of giving notices of prepayment and other matters with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and for all purposes whatsoever. The Fiscal Agent shall pay all principal of and interest on the Bonds only to the Owners as shown on the Registration Books, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid.

No person other than an Owner, as shown on the Bond Register, shall receive a physical Bond. Upon delivery by DTC to the Fiscal Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions in Section 2.06 hereof, references to "Cede & Co." in this Section 2.12 shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Fiscal Agent and the City during any time that the Bonds are Outstanding, and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of DTC with respect to the Bonds if it determines that DTC is unable to discharge its responsibilities with respect to the Bonds or that continuation of the system of book-entry transfers through DTC is not in the best interest of the Beneficial Owners, and the City shall mail notice of such termination to the Fiscal Agent.

Upon the termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions hereunder can be found which is able to undertake such functions upon reasonable or customary terms, or if the City determines that it is in the best interest the Beneficial Owners of the Bonds that they be able to obtain certificated Bonds, the Bonds shall no longer be restricted to being registered in the Bond Register of the Fiscal Agent in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Owners shall designate at that time, in accordance with Section 2.06.

To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.06, the Bonds will be delivered to such Beneficial Owners as soon as practicable.

Section 2.13. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section 2.13 shall in any way prohibit the prepayment or redemption of Bonds under Section 2.03 hereof, or the defeasance of the Bonds and discharge of this Agreement under Section 9.03 hereof.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. Issuance and Delivery of Bonds. At any time after the execution of this Agreement, the City may issue the Bonds for Improvement Area 2 in the aggregate principal amount set forth in Section 2.01 or as authorized in any supplemental agreement and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance of the Bonds from the proceeds of the Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of 2022 Bonds. The proceeds of the purchase of the 2022 Bonds by the Original Purchaser in the amount of $_____, which represents the aggregate principal amount of the Bonds ($_____), plus net original issue premium of $_____, less an Underwriter's discount of $_____, shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

(i) Deposit in the Improvement Fund $_____;

(ii) Deposit in the 2022 Reserve Account of the Reserve Fund $_____, equaling the initial Reserve Requirement;

(iii) Deposit in the Costs of Issuance Fund $_____; and

(iv) Deposit in the Interest Account of the Special Tax Fund $_____.

The Fiscal Agent may establish such temporary funds or accounts as reasonably necessary to complete the foregoing deposits.

Section 3.03. Special Tax Fund.

(A) Establishment and Disbursements. There is hereby established as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 2018-2 (Westlake Villages II) Special Tax Bonds Special Tax Fund to be held by the Fiscal Agent for the benefit of the Owners. Except for the portion of any Prepayment to be deposited to the Redemption Account as specified in an Officer's Certificate delivered to the Fiscal Agent, the Fiscal Agent shall, on each date on which Net Taxes are received from the City (pursuant to Section 5.07), deposit the Net Taxes in the Special Tax Fund. The Fiscal Agent shall transfer the Net Taxes on deposit in the Special Tax Fund on the dates and in the amounts set forth in this Section, in the following order of priority:

(1) To the Interest Account of the Special Tax Fund;

(2) To the Principal Account of the Special Tax Fund;

(3) To the Redemption Account of the Special Tax Fund;

(4) To the Reserve Fund; and

(5) To the Surplus Fund.

(B) Interest Account and Principal Account of the Special Tax Fund. The principal of and interest due on the Bonds until maturity, other than principal due upon optional or special mandatory redemption, shall be paid by the Fiscal Agent from the Principal Account and the Interest Account of the Special Tax Fund, respectively. For the purpose of assuring that the payment of principal of and interest on the Bonds will be made when due (including mandatory sinking fund payments), at least one Business Day prior to each Interest Payment Date, the Fiscal Agent shall transfer from the Special Tax Fund, first to the Interest Account and then to the Principal Account, the amount required to pay interest on and principal of the Bonds (including mandatory sinking fund payments) on the immediately succeeding Interest Payment Date; provided, that to the extent that deposits have been made in the Interest Account or the Principal Account from the proceeds of the sale of an issue of the Bonds, or otherwise, the transfer from the Special Tax Fund need not be made.

(C) Redemption Account of the Special Tax Fund.

(1) In accordance with the City's election to call 2022 Bonds for optional redemption as set forth in Section 2.03(A)(i), or to call Additional Bonds for optional redemption as set forth in any Supplemental Agreement for Additional Bonds, the Fiscal Agent shall transfer from the Special Tax Fund and deposit in the Redemption Account of the Special Tax Fund moneys available for the purpose and sufficient to pay the principal, interest and premium, if any, payable on the 2022 Bonds or Additional Bonds called for optional redemption.

(2) The portion of any Prepayment specified in an Officer's Certificate delivered to the Fiscal Agent to be deposited to the Redemption Account pursuant to Section 3.03(A), shall be deposited to the Redemption Account and applied on the redemption date established pursuant to Section 2.03(A)(ii) for the 2022 Bonds, and in any Supplemental Agreement for any Additional Bonds, for the payment of the principal, interest and the premium, if any, payable on the 2022 Bonds or Additional Bonds to be redeemed with such Prepayments.

(3) Moneys set aside in the Redemption Account shall be used solely for the purpose of redeeming Bonds and shall be applied on or after the redemption date to the payment of principal, interest and premium, if any, on the Bonds to be redeemed; provided, that in lieu or partially in lieu of such call and redemption, moneys deposited in the Redemption Account may be used to purchase Outstanding Bonds in the manner hereinafter provided. Purchases of Outstanding Bonds may be made by the City at public or private sale as and when and at such prices as the City may in its discretion determine but only at prices (including brokerage or other expenses) not more than par plus accrued interest, plus, in the case of moneys set aside for an optional redemption, the premium applicable at the next following call date according to the premium schedule established for such Bonds. Any accrued interest payable upon the purchase of Bonds may be paid from the amount reserved in the Interest Account of the Special Tax Fund for the payment of interest on the next following Interest Payment Date.

(D) Reserve Fund. After making the transfers required by the foregoing provisions of this Section 3.03, the Fiscal Agent shall, after taking into account amounts then on deposit

in the Reserve Fund (including the accounts therein), transfer amounts needed from the Special Tax Fund to the Reserve Fund so that the amount in the Reserve Fund equals the Reserve Requirement for each Series of Bonds.

(E) Surplus Fund. After making the transfers required by the foregoing provisions of this Section 3.03, as soon as practicable after each September 2, the Fiscal Agent shall transfer all remaining amounts in the Special Tax Fund to the Surplus Fund, unless on or prior to such date, it has received an Officer's Certificate directing that certain amounts be retained in the Special Tax Fund because the City has assumed such amounts would be available in the Special Tax Fund in calculating the amount of the levy of Special Taxes for such Bond Year pursuant to Section 5.07.

(F) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Special Tax Fund to be used for the purposes thereof.

Section 3.04. Improvement Fund.

(A) Establishment of Improvement Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 2018-2 (Westlake Villages II) Special Tax Bonds Improvement Fund to the credit of which a deposit shall be made as required by Section 3.02. Moneys in the Improvement Fund shall be held in trust and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of costs of the Project. Prior to disbursement, amounts on deposit in the Improvement Fund shall be subject to a lien in favor of the Owners of the Bonds.

(B) Procedure for Disbursement. Disbursements from the Improvement Fund shall be made by the Fiscal Agent upon receipt of an Officer's Certificate substantially in the form of Exhibit B attached hereto which shall:

(i) set forth the amount required to be disbursed, the purpose for which the disbursement is to be made, the person to which the disbursement is to be paid and state that such disbursement is for a Project cost; and

(ii) certify that no portion of the amount then being requested to be disbursed was set forth in any Officer's Certificate previously filed requesting disbursement.

Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts.

(C) Investment. Moneys in the Improvement Fund and the accounts established thereunder shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits from the investment of amounts in the Improvement Fund shall be retained by the Fiscal Agent in the Improvement Fund to be used for the purposes of the Improvement Fund.

(D) Closing of Fund. Upon the earlier of three years after the Closing Date or the filing of an Officer's Certificate stating that the portion of the Project to be financed from the Improvement Fund has been completed and that all costs of such portion of the Project have been paid, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement

Fund to the Special Tax Fund for application to the payment of principal of and interest on the Bonds, and the Improvement Fund shall be closed.

Section 3.05. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 2018-2 (Westlake Villages II) Special Tax Bonds Costs of Issuance Fund, to the credit of which a deposit shall be made as required by Section 3.02. Moneys in the Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance of the Bonds.

(B) Disbursement; Closing of Fund. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance, as set forth in an Officer's Certificate containing respective amounts to be paid to the designated payees, signed by an Authorized Officer or a designee thereof and delivered to the Fiscal Agent. The Fiscal Agent shall pay all Costs of Issuance of the Bonds upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate requesting payment of a Cost of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date of the Bonds. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts.

The Fiscal Agent shall maintain the Costs of Issuance Fund for a period of 6 months from the Closing Date of the Bonds and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the Improvement Fund, unless such fund has been closed, in which event the moneys shall be transferred to the Special Tax Fund and the Costs of Issuance Fund shall be closed. Thereafter, any cost of issuance invoice received by the Fiscal Agent shall be submitted to the Chief Financial Officer for payment.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of the Costs of Issuance Fund.

Section 3.06. Surplus Fund.

(A) Establishment of Surplus Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 2018-2 (Westlake Villages II) Special Tax Bonds Surplus Fund, to the credit of which a deposit shall be made as required by Section 3.03(E). Moneys in the Surplus Fund shall be held in trust by the Fiscal Agent for the benefit of the City.

(B) Disbursement. The amounts in the Surplus Fund are not pledged to the repayment of the Bonds and may be used by the City for any lawful purpose. Moneys deposited in the Surplus Fund shall be transferred by the Fiscal Agent upon the direction of the City, as set forth in an Officer's Certificate delivered to the Fiscal Agent.

(C) Investment. Moneys in the Surplus Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment

shall be retained by the Fiscal Agent in the Surplus Fund to be used for the purposes of such fund.

ARTICLE IV
PLEDGE OF NET TAXES; RESERVE FUND

Section 4.01. Pledge of Net Taxes and Other Amounts. All of the Net Taxes and all moneys deposited in the Special Tax Fund, the Reserve Fund and, until disbursed as provided herein, in the Improvement Fund, are hereby pledged to secure the repayment of the Bonds. Such pledge shall constitute a first lien on the Net Taxes and said amounts. The Net Taxes and all moneys deposited into such funds (except as otherwise provided herein) are hereby dedicated in their entirety to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided herein and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose in accordance with Section 9.03.

Amounts in the Costs of Issuance Fund for any Series of Bonds are not pledged to the repayment of the Bonds. The facilities acquired with the proceeds of the Bonds are not in any way pledged to pay the Debt Service on the Bonds. Any proceeds of condemnation, destruction or other disposition of any facilities financed with the proceeds of the Bonds are not pledged to pay the Debt Service on the Bonds and are free and clear of any lien or obligation imposed hereunder.

Notwithstanding any provision contained in this Agreement to the contrary, Net Taxes deposited in the Surplus Fund shall no longer be considered to be pledged to the Bonds, and none of the Surplus Fund shall be construed as a trust fund held for the benefit of the Owners.

Section 4.02. Reserve Fund.

(A) Establishment of Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 2018-2 (Westlake Villages II) Special Tax Bonds Reserve Fund, and within the Reserve Fund shall be established a 2022 Reserve Account, to the credit of which a deposit shall be made as required by Section 3.02 and deposits shall be made as provided in Section 3.03(D). Unless otherwise set forth in a Supplemental Agreement, for each Series of Additional Bonds covered by the Reserve Fund, the Fiscal Agent shall establish a separate account within the Reserve Fund for each such Series, which account shall be maintained purely for accounting purposes, and amounts in all accounts within the Reserve Fund shall be pledged to all Bonds equally and ratably. Moneys in each account of the Reserve Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds as a reserve for the payment of principal of, and interest on, the Bonds and shall be subject to a lien in favor of the Owners of the Bonds.

The City has the right at any time to cause the Fiscal Agent to release funds from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) an opinion of Bond Counsel stating that such release will not, of itself, cause the interest on the Bonds to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent, the Fiscal Agent will transfer such funds from the Reserve Fund to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

Any Qualified Reserve Fund Credit Instrument deposited with the Fiscal Agent shall contain instructions to the Fiscal Agent with respect to the purpose and use thereof.

(B) Use of Fund. Except as otherwise provided in this Section, all amounts deposited in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Special Tax Fund one Business Day prior to any Interest Payment Date for which there is a deficiency in the amount required for payment of the principal of, and interest on, the Bonds on such Interest Payment Date. Whenever transfer is made from the Reserve Fund to the Special Tax Fund due to a deficiency in the Special Tax Fund, the Fiscal Agent shall provide written notice thereof to the Chief Financial Officer.

To the extent the Fiscal Agent is required to draw on amounts in the Reserve Fund, the Fiscal Agent shall draw on such amounts from any accounts within the Reserve Fund on a pro rata basis based upon the amounts produced by calculating the Reserve Requirement for each Series of Bonds related to such accounts; provided, that because the accounts are established within the Reserve Fund solely for the purpose of complying with federal tax law, nothing in this Section shall be construed to limit the availability of amounts in any account within the Reserve Fund to pay debt service on any Series of Bonds.

(C) Transfer of Excess of Reserve Requirement. Whenever the amount in the Reserve Fund exceeds the then applicable Reserve Requirement, the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amount of the excess. The Chief Financial Officer shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to Section 4.02(D) and 6.02 below, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess from the Reserve Fund to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Special Tax Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the Reserve Fund in accordance with Section 3.03; provided, that to the extent that such excess results from the Prepayment of Special Taxes and redemption of Bonds as provided in an Officer's Certificate in accordance with this Agreement, such amount shall be transferred to the Redemption Account and applied to the corresponding special mandatory redemption of Bonds.

(D) Transfer for Rebate Purposes. Investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the federal government to comply with Section 6.02.

(E) Transfer When Balance Exceeds Outstanding Bonds. Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds covered by the Reserve Fund, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and after making any transfer required under Section 4.02(D) above and upon receipt of an Officer's Certificate directing it to do so, the Fiscal Agent shall transfer the amount in the Reserve Fund to the Special Tax Fund to be applied, on the next succeeding Interest Payment Date to the payment and redemption, in accordance with Section 3.03, of all such Outstanding Bonds. In the event that the amount so transferred from the Reserve Fund to the Special Tax Fund exceeds the amount required to pay and redeem the Outstanding Bonds covered by the Reserve Fund, the balance in the Reserve Fund shall be transferred to the City, after payment of any amounts due the Fiscal Agent hereunder, to be used for any lawful purpose of the City.

Notwithstanding the foregoing, no amounts shall be transferred from the Reserve Fund pursuant to this Section 4.02(E) until after the calculation, pursuant to Section 6.02, of any amounts due to the federal government following payment of the respective Series of Bonds and withdrawal of any such amount under Section 4.02(D) for purposes of making such payment to the federal government, and payment of any fees and expenses due to the Fiscal Agent.

(F) Investment. Moneys in the Reserve Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Reserve Fund to be used and disbursed as provided in this Section 4.02.

ARTICLE V

OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of this Agreement, and it will faithfully observe and perform all of the conditions covenants and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Limited Obligation. The Bonds are limited obligations of the City on behalf of Improvement Area 2 and are payable solely from and secured solely by the Net Taxes and the amounts in certain funds created hereunder as, and to the extent, set forth in Section 4.01.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Net Taxes or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement.

Section 5.05. Books and Accounts. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions of the City relating to the Special Taxes. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Special Tax Fund, the Reserve Fund and the Costs of Issuance Fund. Such books of record and accounts shall at all times during business hours and upon reasonable prior notice, be subject to the inspection of the City and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing. The Fiscal Agent may establish and maintain for so long as is necessary one or more temporary funds and accounts under this Agreement.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. Collection of Special Taxes; Transfer of Net Taxes. The City shall comply with all requirements of the Act so as to assure the timely collection of the Special Taxes, including without limitation, the enforcement of delinquent Special Taxes.

On or within 5 Business Days of each June 1, the Fiscal Agent shall provide the Chief Financial Officer with a notice stating the amount then on deposit in the Special Tax Fund, the Reserve Fund and the Surplus Fund. The receipt of such notice by the Chief Financial Officer shall in no way affect the obligations of the Chief Financial Officer under the following two paragraphs. Upon receipt of such notice, the Chief Financial Officer shall ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance such that the computation of the levy is complete before the final date on which the County Treasurer-Tax Collector will accept the transmission of the Special Tax amounts for the parcels within Improvement Area 2 for inclusion on the next secured real property tax roll. Upon the completion of the computation of the amounts of the levy, the City shall prepare or cause to be prepared, and shall transmit to the County Treasurer-Tax Collector such data as the County Treasurer-Tax Collector requires to include the levy of the Special Taxes on the next secured real property tax roll.

The City shall fix and levy the amount of Special Taxes within Improvement Area 2 required for the payment of principal of and interest on any outstanding Bonds of Improvement Area 2 becoming due and payable during the ensuing Bond Year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the rate and method of apportionment of the Special Taxes for Improvement Area 2 and the Ordinance. In any event, the Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings pursuant to the Resolution of Formation.

The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property. Notwithstanding the foregoing, the Special Taxes may be collected in such other manner as the City shall prescribe if necessary to pay the debt service on the Bonds.

The City covenants that it will receive Net Taxes in trust for the Owners and will instruct the Chief Financial Officer to deposit all Net Taxes with the Fiscal Agent at least three Business Days prior to each Interest Payment Date, and the City shall have no beneficial right or interest in the amounts so deposited, except as provided by this Agreement. All such Net Taxes shall be disbursed, allocated and applied solely to the uses and purposes set forth in this Agreement, and shall be accounted for separately and apart from all other money, funds, accounts or other resources of the City.

Section 5.08. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds that it will annually on or before October 1 of each year review the public records of the County of San Joaquin relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior Fiscal Year, and if the City determines on the basis of such review that:

(a) the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in such Fiscal Year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in Improvement Area 2 for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; or

(b) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in Improvement Area 2 in such Fiscal Year, but that property owned by any single property owner in Improvement Area 2 is delinquent by more than $3,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year and prior Fiscal Year(s), it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each such property, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale.

The Chief Financial Officer shall notify legal counsel of any such delinquency of which it is aware, and such legal counsel shall commence, or cause to be commenced, such actions to collect such delinquencies and subsequent foreclosure proceedings in such a manner as such counsel deems appropriate.

Notwithstanding the foregoing, the City's obligation to pursue foreclosure shall be at the option of the City so long as (i) the Teeter Plan is in effect with respect to any delinquent parcel meeting the conditions above, and (ii) there is no then-outstanding draw on any amounts in the Reserve Fund.

Section 5.09. Additional Bonds. In addition to the 2022 Bonds, the City may, by a Supplemental Agreement, authorize the issuance additional Bonds, payable from Net Taxes and secured, unless otherwise provided in the Supplemental Agreement, by the Net Taxes equally and ratably with Bonds previously issued, and the City may issue, and the Fiscal Agent may authenticate and deliver to the purchaser thereof, Bonds of any series so established, in such principal amount as shall be determined by the City, but only if (a) the Bonds are issued to refund some or all of the then-Outstanding Bonds and (b) debt service on the refunding Bonds in each Bond Year is less than debt service on the Bonds refunded.

Nothing in this Agreement shall be interpreted to prohibit issuance of bonds, notes or other obligations secured on a subordinate basis to the Bonds.

Nothing in this Section or in this Agreement contained shall prevent or be construed to prevent the Supplemental Agreement providing for the issuance of Additional Bonds from pledging or otherwise providing, in addition to the security given or intended to be given by this Agreement, additional security for the benefit of such Additional Bonds or any portion thereof.

(b) Proceedings for Issuance of Additional Series of Bonds. Whenever the City shall determine to issue an additional Series of Bonds, the City shall authorize the execution of a Supplemental Fiscal Agent Agreement specifying the principal amount and prescribing the forms of Bonds of such additional Series and providing the terms, conditions, distinctive designation, denominations, methods of numbering, date, maturity date or dates, interest rate or rates (or the manner of determining same), interest payment dates, redemption provisions (including the amount and dates of Sinking Fund Payments, if any), place or places of payment

of principal or redemption price, if any, application of the proceeds thereof and any other provisions respecting the Bonds of such Series not inconsistent with the terms of this Fiscal Agent Agreement.

Before such additional Series of Bond shall be issued and delivered, the Fiscal Agent shall receive a Certificate of the City stating that, to the best knowledge of the City after reasonable investigation, the requirements of Section 5.09(a) are met, and the City shall file the following documents with the Fiscal Agent:

(i) an executed copy of the Supplemental Fiscal Agent Agreement authorizing such Series;

(ii) a comparison of the debt service on the new series of Bonds being issued compared to the debt service on the Bonds refunded; and

(iii) an Opinion of Counsel that the execution of the Supplemental Fiscal Agent Agreement has been duly authorized by the City in accordance with this Fiscal Agent Agreement; that all actions required to be taken by the City with respect to the issuance of the additional Series of Bonds have been taken; that such Series, when duly executed by the City and authenticated and delivered by the Fiscal Agent, will be valid and binding limited obligations of the City; that upon the delivery of such Series the aggregate principal amount of Bonds then Outstanding will not exceed the amount permitted by law or by the Fiscal Agent Agreement; and that the issuance of such Series will not cause the interest on any Bonds previously issued to be includable in the gross income of any Bonds for purposes of federal income taxation.

Section 5.10. Compliance with Law; Completion of Project. The City will comply with all applicable provisions of the Act and the law in completing the acquisition and construction of the Project; provided that the City shall have no obligation to advance any funds to complete the Project in excess of the amounts available therefor in the Improvement Fund.

Section 5.11. Continuing Disclosure to Owners. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Agreement, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default hereunder; however, any Participating Underwriter or any holder or beneficial owner of the 2022 Bonds may take such actions as may be necessary and appropriate to compel performance by the City of its obligations thereunder, including seeking mandate or specific performance by court order.

Section 5.12. Private Activity Bond Limitation. The City shall assure that the proceeds of the 2022 Bonds are not so used as to cause the 2022 Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

Section 5.13. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the 2022 Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

Section 5.14. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the gross proceeds of the 2022 Bonds which if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date for the 2022 Bonds would have

caused the 2022 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and Regulations.

Section 5.15. Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the 2022 Bonds from the gross income of the Owners of the 2022 Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the 2022 Bonds.

Section 5.16. Yield of the 2022 Bonds. In determining the yield of the 2022 Bonds to comply with Section 5.14 and 6.02 hereof, the City will take into account redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the City, as of the closing date of the 2022 Bonds, without regard to whether or not redemption moneys are received or 2022 Bonds are redeemed.

Section 5.17. Annual State Reports. The following requirements shall apply to each Series of the Bonds:

(A) CDIAC Annual Reporting. Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the Bonds, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the City shall prepare and supply the California Debt and Investment Advisory Commission, by mail, postage prepaid, with the information required to be supplied by Government Code Section 53359.5(b). The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) CDIAC Other Reporting. If within 10 days prior to any Interest Payment Date it appears to the Fiscal Agent that there is a danger of deficiency in the Special Tax Fund and that the Fiscal Agent may be unable to pay regularly scheduled debt service on the Bonds in a timely manner or if the Fiscal Agent is unable to pay principal, interest and premium, if any, due on any Interest Payment Date for the Bonds due to insufficient funds in the Special Tax Fund, or if funds are withdrawn from the Reserve Fund to pay principal and/or interest on the Bonds, then in accordance with Government Code Section 53359.5(c), the Fiscal Agent shall notify the Chief Financial Officer in writing of such fact, and the Chief Financial Officer shall notify CDIAC of such fact within 10 days of such Interest Payment Date.

(C) Governing Body Annual Reporting. Not later than January 1, 2021, and at least once a year thereafter, the Chief Financial Officer shall file a report with the City Council in accordance with the requirements of Government Code Section 53411, which report shall contain: (a) the amount of Special Taxes collected and expended; and (b) the status of the Project financed by the Bonds.

(D) Amendment. The reporting requirements of this Section shall be amended from time to time, without action by the City or the Fiscal Agent, to reflect any amendments to Section 53359.5(b) or Section 53359.5(c) of the Act or Government Code Section 53411.

(E) No Liability. None of the City and its officers, agents and employees, or the Fiscal Agent shall be liable for any inadvertent error in reporting the information required by this Section.

Section 5.18. Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the

better assuring and confirming unto the Owners of the rights and benefits provided in this Agreement.

ARTICLE VI

INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent, shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least 2 Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in clause (vii) of the definition thereof which by their terms mature prior to the date on which such moneys are required to be paid out hereunder provided, however, that any such investment shall be made by the Fiscal Agent only if, prior to the date on which such investment is to be made, the Fiscal Agent shall have received an Officer's Certificate specifying a specific money market fund and, if no such Officer's Certificate is so received, the Fiscal Agent shall hold such moneys uninvested. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Chief Financial Officer shall be invested by the Chief Financial Officer in any lawful investments that the City may make, which by their terms mature prior to the date on which such moneys are required to be paid out hereunder. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts.

The Fiscal Agent or the City may act as principal or agent in the acquisition or disposition of any investment. Neither the Fiscal Agent nor the City shall incur any liability for losses arising from any investments made pursuant to this Section. Any losses arising from any investments made pursuant to this Section shall be offset against interest earnings and profits retained in the same fund.

Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Code), shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued by the City at their present value (within the meaning of Section 148 of the Code). For purposes of any Fair Market Value determination hereunder, the Fiscal Agent shall be entitled to conclusively rely on an Officer's Certificate of the City and shall be fully protected in relying thereon.

Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent or the Chief Financial Officer hereunder, provided that the Fiscal Agent or the Chief Financial Officer, as applicable, shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent or the City, as applicable, shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited and neither the Fiscal Agent nor the City shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

Section 6.02. Rebate of Excess Investment Earnings to the United States. The City covenants to calculate and rebate to the federal government, in accordance with the Regulations, excess investment earnings to the extent required by Section 148(f) of the Code.

The City shall notify the Fiscal Agent of any amounts determined to be due to the federal government, and the Fiscal Agent shall, upon receipt of an Officer's Certificate of the City, withdraw such amounts from the Reserve Fund pursuant to Section 4.02(D), and pay such amounts to the federal government as required by the Code and the Regulations. In the event of any shortfall in amounts available to make such payments under Section 4.02(D), the Fiscal Agent shall notify the Chief Financial Officer in writing of the amount of the shortfall and the Chief Financial Officer shall make such payment from any amounts available in the Special Tax Fund. Any fees or expenses incurred by the Fiscal Agent or the City under or pursuant to this Section 6.02 shall be Administrative Expenses. The Fiscal Agent may rely conclusively upon the City's determinations, calculations and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the City's calculations hereunder.

In order to provide for the administration of this Section 6.02, the City may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the City may deem appropriate.

Section 6.03. Limited Obligation. The City's obligations hereunder are limited obligations of the City on behalf of Improvement Area 2 and are payable solely from and secured solely by the Net Taxes and the other amounts pledged to the Bonds hereunder.

ARTICLE VII

THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. U.S. Bank Trust Company, National Association, at its Principal Office, is hereby appointed Fiscal Agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section, shall be the successor to such Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank, national banking association or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, including, for such purpose, the combined capital and surplus of any parent holding company, and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section within 30 days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent or any Bondowner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City, and the Fiscal Agent assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Fiscal Agent assumes no responsibility or liability for any information,

statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds. The Fiscal Agent has no liability regarding the use of the proceeds from the purchase of the Bonds deposited in funds held by the City.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement, including all Officer's Certificates of the City meeting such requirements; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of unavoidable delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

The Fiscal Agent shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

The permissive right of the Fiscal Agent to do things enumerated in this Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including but not limited to quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any Officer's Certificate, notice, resolution, request, consent, order, certificate, report, facsimile transmission, electronic mail, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties and given in accordance with the requirements hereof. The Fiscal Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Fiscal Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Fiscal Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means by an Authorized Officer (or his or her designee) ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Fiscal Agent, or another method or system specified by the Fiscal Agent as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Fiscal Agent an incumbency certificate for each person with the authority to provide such Instructions and containing specimen signatures of such persons, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Fiscal Agent Instructions using Electronic Means and the Fiscal Agent in its discretion elects to act upon such Instructions, the Fiscal Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Fiscal Agent cannot determine the identity of the actual sender of such Instructions and that the Fiscal Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer (or designee) listed on the incumbency certificate provided to the Fiscal Agent have been sent by such Authorized Officer (or designee). The City shall be responsible for ensuring that only Authorized Officers (or their designees) transmit such Instructions to the Fiscal Agent and that the City is solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Fiscal Agent, including without limitation the risk of the

Fiscal Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Fiscal Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Fiscal Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under this Agreement. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents harmless against any costs, claims, damages, expenses or liabilities, including, without limitation, fees and expenses of its attorneys which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the City under this Section shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted. This Agreement and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Net Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement), or reduce the percentage of Bonds required for the amendment hereof. No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

This Agreement and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(A) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(B) to make modifications not adversely affecting any outstanding series of Bonds of the City in any material respect, including in connection with the issuance of Additional Bonds in accordance with this Agreement;

(C) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable, and which shall not adversely affect the rights of the Owners of the Bonds; and

(D) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of excess investment earnings to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01, to take effect when and as provided in this Section. A copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, if such consent is required under Section 8.01, shall be mailed by first class mail, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

If consent of the Owners is required under Section 8.01, such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise herein above specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII. Upon request, the City shall provide an Officer's Certificate to the Fiscal Agent listing those Bonds which are disqualified pursuant to this Section 8.04.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such

modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

Section 8.08. Opinion of Counsel Regarding Supplemental Agreement. The Fiscal Agent shall be furnished, upon request, an opinion of counsel that any Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Article VIII, is enforceable against the City, does not adversely impact the tax-exempt status of the interest on the Bonds, and the Fiscal Agent may conclusively rely upon such opinion.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of, and interest and any premium on, such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent, in trust, at or before maturity, money which, together with (in the event that all of the Bonds are to be defeased) the amounts then on deposit in the funds and accounts provided for in Sections 3.03 and 4.02, is fully sufficient to pay such Bonds Outstanding, including all principal, interest and redemption premiums; or

(C) by irrevocably depositing with the Fiscal Agent, in trust, cash and Federal Securities in such amount as the City shall determine as confirmed by an independent certified public accountant will, together with the interest to accrue thereon and (in the event that all of the Bonds are to be defeased) moneys then on deposit in the fund and accounts provided for in Sections 3.03 and 4.02, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premium, if any) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Net Taxes and other funds provided for in this Agreement and all other obligations of the City under this Agreement with respect to such Bonds Outstanding shall cease and terminate, except only the obligations of the City (i) under Section 5.15 (Maintenance of Tax-Exemption) and (ii) to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon and all amounts owing to the Fiscal Agent pursuant to Section 7.05; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent.

Any funds thereafter held by the Fiscal Agent upon payments of all fees and expenses of the Fiscal Agent, which are not required for said purpose, shall be paid over to the City.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, consent, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Stockton
425 N. El Dorado Street
Stockton, California 95202
Attention: Chief Financial Officer
Tel: (209) 937-8908

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the Fiscal Agent with the City) as follows:

U.S. Bank Trust Company, National Association333 S. Grand Ave., 5th Floor
MAC E2064-05ALos Angeles, California 90071
Attention: Corporate Trust Department
Tel: (213) 253-7517

Section 9.07. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have adopted this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for 2 years after the date when the payments of such principal, interest and premium have become payable, if such moneys was held by the Fiscal Agent at such date, shall be repaid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the City for the payment of the principal of, and interest and any premium on, such Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Agreement is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, THE CITY OF STOCKTON, for and on behalf of its Community Facilities District No. 2018-2 (Westlake Villages II), has caused this Fiscal Agent Agreement to be signed by its Chief Financial Officer, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, in token of its acceptance of the duties hereunder, has caused this Fiscal Agent Agreement to be signed in its corporate name by its officers identified below, all as of the day and year first above written.

CITY OF STOCKTON, for and on behalf of its Community Facilities District No. 2018-2 (Westlake Villages II)

By:_____
Chief Financial Officer

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Fiscal Agent

By:_____
Authorized Officer

[Signature page to Fiscal Agent Agreement dated as of _____ 1, 2022]

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

No. _____ $_____

IMPROVEMENT AREA 2 OF THE CITY OF STOCKTON
COMMUNITY FACILITIES DISTRICT NO. 2018-2 (WESTLAKE VILLAGES II)
SPECIAL TAX BONDS SERIES 2022

INTEREST RATE:	MATURITY DATE:	BOND DATE:	CUSIP:
	September 1, 20__	_____, 2022	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:_____DOLLARS

The City of Stockton (the "City") for and on behalf of Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) ("Improvement Area 2"), for value received, hereby promises to pay solely from the Net Taxes to be collected in Improvement Area 2 or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing March 1, 2023 (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of U.S. Bank Trust Company, National Association in Los Angeles, California (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of $1,000,000 or more in aggregate principal amount of Bonds.

This Bond is one of a duly authorized issue of bonds approved by resolution of the City Council of the City on _____, 2022 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California Government Code (the "Mello-Roos Act") for the purpose of providing moneys for the construction and acquisition of

improvements for its Community Facilities District No. 2018-2 (Westlake Villages II), and is one of the bonds designated "Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) Special Tax Bonds Series 2022" (the "Bonds"). The issuance of the Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of _____ 1, 2022, by and between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Agreement herein, and by acceptance hereof the Owner of this Bond assents to said terms and conditions. The Agreement is authorized under, this Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on this Bond are payable solely from Net Taxes (as defined in the Agreement) and the amounts in certain funds held under the Agreement.

Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the Bond Date shown above; provided however, that if at the time of authentication of this Bond, interest is in default hereon, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

The Bonds are subject to optional redemption from any source of available funds other than Prepayments prior to maturity, in whole, or in part among maturities as specified by the City and by lot within a maturity, on any date on or after September 1, _____, at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	**Redemption Price**
September 1, ____ through August 30, ____	103%
September 1, ____ through August 30, ____	102
September 1, ____ through August 30, ____	101
September 1, ____ and any date thereafter	100

The Bonds shall be subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as shall be specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	**Redemption Price**
Interest Payment Dates through March 1, _____	103%
September 1, _____ and March 1, _____	102
September 1, _____ and March 1, _____	101

September 1, _____ and Interest Payment Dates thereafter 100

The Bonds maturing September 1, _____, September 1, _____ and September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____, September 1, _____ and September 1, _____, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Due September 1, _____

Mandatory Redemption Date (September 1)	**Sinking Fund Payment**

Term Bonds Due September 1, _____

Mandatory Redemption Date (September 1)	**Sinking Fund Payment**

Term Bonds Due September 1, _____

Mandatory Redemption Date (September 1)	**Sinking Fund Payment**

The amounts in the foregoing tables shall be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the Bonds.

Notice of redemption with respect to the Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall require the Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The transferor of any Bond shall also provide or cause to be provided to the Fiscal Agent all information necessary to allow the Fiscal Agent to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the Bonds is not subject to acceleration upon a default under the Agreement or any other document.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent.

It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Stockton has caused this Bond to be dated _____, 2022 and to be signed by the Mayor of the City and countersigned by the City Clerk of the City.

_____
Mayor

_____
City Clerk

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the Resolution and the Agreement.

Dated: _____, 2022

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____
(Name, address and Tax identification Number of Assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____, attorney, _____ to transfer the same on the registration books of the Fiscal Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

City of Stockton
Improvement Area No. 2
Community Facilities District No. 2018-2 (Westlake Villages II)
Special Tax Bonds Series 2022

OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM IMPROVEMENT FUND

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an "Authorized Officer," as such term is defined in that certain Fiscal Agent Agreement, dated as of _____ 1, 2022 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent") and as such, am familiar with the facts herein certified and am authorized to certify the same;

(ii) under Section 3.04(B) of the Fiscal Agent Agreement, the undersigned hereby requests and authorizes the Fiscal Agent to disburse from the Improvement Fund established under the Fiscal Agent Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of a cost of the Project (as that term is defined in the Fiscal Agent Agreement) as described on attached Schedule A;

(iii) no portion of the amount herein requested to be disbursed was set forth in any Officer's Certificate previously filed requesting disbursement;

(iv) there has not been filed with or served upon the City a stop notice or any other notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the money payable to the person named in this Officer's Cetificate, which has not been released or will not be released with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of laws; and

(v) in the case of each payment made under any contract for installation or construction, insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed or such materials, equipment or supplies were actually installed in furtherance of the Project or delivered at the site for that purpose or delivered for storage or fabrication at a place or places approved by the City.

Dated: _____ CITY OF STOCKTON

_____
By: Authorized Officer

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount

$_____
IMPROVEMENT AREA 2 OF THE CITY OF STOCKTON
COMMUNITY FACILITIES DISTRICT NO. 2018-2
(WESTLAKE VILLAGES II)
SPECIAL TAX BONDS, SERIES 2022

BOND PURCHASE AGREEMENT

_____, 2022

City of Stockton
425 North El Dorado Street
Stockton, California 95202

Ladies and Gentlemen:

The undersigned, Oppenheimer & Co. Inc., as underwriter (the "**Underwriter**"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (this "**Purchase Agreement**") with the City of Stockton (the "**City**") for Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) (the "**Community Facilities District**"), which upon acceptance will be binding upon the Underwriter and the City. The agreement of the Underwriter to purchase the Bonds (as hereinafter defined) is contingent upon the City satisfying all of the obligations imposed upon it under this Purchase Agreement. This offer is made subject to the City's acceptance by the execution of this Purchase Agreement and its delivery to the Underwriter at or before 11:59 p.m., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms used herein, which are not otherwise defined, shall have the meaning provided for such terms in the Fiscal Agent Agreement, dated as of July 1, 2022 (the "**Fiscal Agent Agreement**"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "**Fiscal Agent**").

1. Purchase, Sale and Delivery of the Bonds.

A. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein: the Underwriter hereby agrees to purchase from the City and the City hereby agrees to sell to the Underwriter all (but not less than all) of the $10,625,000 aggregate principal amount of the Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II), Special Tax Bonds, Series 2022 (the "**Bonds**"), dated the Closing Date (as hereinafter defined), bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Appendix A hereto. The purchase price for the Bonds shall be $_____ (being 100% of the aggregate principal amount thereof, plus net original issue premium of $_____, less an Underwriter's discount of $_____).

The Underwriter agrees to make a bona fide initial public offering of all of the Bonds in compliance with federal and state securities laws, at a price not in excess of the initial offering prices (or yields) set forth in Appendix A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the offering of the Bonds, without any requirement of prior notice subject to Section 5 herein, provided that the Underwriter shall not

change the interest rates set forth in Appendix A. The Bonds may be offered and sold to certain dealers at prices lower than such initial offering prices.

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from the Net Taxes and certain other amounts as provided in the Fiscal Agent Agreement, the Preliminary Official Statement (as hereinafter defined), and the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "**Act**"). The issuance of the Bonds has been duly authorized by the City pursuant to a resolution (the "**Resolution**"), adopted by its City Council (the "**City Council**") on behalf of the Community Facilities District, on _____, 2022.

The proceeds of the Bonds shall be used to (i) construct and/or acquire certain public facilities authorized for the Community Facilities District, (ii) pay capitalized interest on a portion of the Bonds through September 1, 2023, (iii) establish a debt service reserve fund for the Bonds, and (iv) pay initial administration costs and the costs of issuing the Bonds.

B. The City hereby acknowledges that the Underwriter is entering into this Purchase Agreement in reliance on the representations, warranties and agreements made by the City on behalf of itself and on behalf of the Community Facilities District herein, and the City shall take all action necessary to enforce its rights hereunder for the benefit of the Underwriter and shall immediately notify the Underwriter if it becomes aware that any representation, warranty or agreement made by the City, on behalf of itself or on behalf of the Community Facilities District, herein is incorrect in any material respect.

C. The City acknowledges and agrees that: (i) the primary role of the Underwriter, as an underwriter, is to purchase securities for resale to investors in an arm's-length commercial transaction between the City and the Underwriter and that the Underwriter has financial and other interests that differ from those of the City and the Community Facilities District; (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the City, the Community Facilities District, or any other person or entity and has not assumed any advisory or fiduciary responsibility to the City or the Community Facilities District with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City or the Community Facilities District on other matters); (iii) the only obligations the Underwriter has to the City or the Community Facilities District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission or the rules of the Municipal Securities Rulemaking Board (the "**MSRB**"); and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The City acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB and acknowledges that it has engaged KNN Public Finance (the "**Municipal Advisor**"), as its municipal advisor (as defined in Securities and Exchange Commission Rule 15Ba1) and will rely solely on the Municipal Advisor for financial advice with respect to the Bonds.

D. Pursuant to the authorization of the City, the Underwriter has distributed copies of the Preliminary Official Statement dated _____, 2022, relating to the Bonds, which, together with the cover page, inside cover page and appendices thereto is herein called the "**Preliminary Official Statement**." By its acceptance of this Purchase Agreement, the City hereby

consents to and ratifies the use and distribution by the Underwriter of the Preliminary Official Statement, and the City agrees to execute a final official statement relating to the Bonds (the "**Official Statement**") which will consist of the Preliminary Official Statement with such changes as may be made thereto, with the approval of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel and Disclosure Counsel (herein called "**Bond Counsel**"), and the Underwriter, and to provide copies thereof to the Underwriter as set forth in Section 2(S) hereof. The City hereby authorizes and requires the Underwriter to use and promptly distribute, in connection with the offer and sale of the Bonds, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The City further authorizes the Underwriter to use and distribute, in connection with the offer and sale of the Bonds, the Fiscal Agent Agreement, this Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by or on behalf of the City or the Community Facilities District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement. The Preliminary Official Statement and/or the Official Statement may be delivered and printed in a "designated electronic format" as defined in the MSRB's Rule G-32 and as may be agreed to by the City and the Underwriter. The City confirms that it does not object to distribution of the Preliminary Official Statement or the Official Statement in electronic form. A copy of the most recent Preliminary Official Statement sent to a potential purchaser shall be sent electronically (or other equally prompt means) by first class mail not later than the first business day following the day upon which each such request is received.

E. To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"), the City will undertake pursuant to the City Continuing Disclosure Certificate, in the form attached as an appendix to the Official Statement (the "**City Continuing Disclosure Certificate**"), to provide annual reports and notices of certain enumerated events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

F. Except as the Underwriter and the City may otherwise agree, the City will deliver to the Underwriter, at the offices of Bond Counsel in San Francisco, California, or at such other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned; and the City will deliver to the Underwriter through The Depository Trust Company's ("**DTC**") FAST delivery system, the Bonds, in definitive form (all Bonds bearing CUSIP® numbers printed thereon), duly executed by the City and authenticated by the Fiscal Agent in the manner provided for in the Fiscal Agent Agreement and the Act at 8:30 a.m. California time, on _____, 2022 (the "**Closing Date**"), and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (A) of this Section by wire transfer, payable in federal or other immediately available funds (such delivery and payment being herein referred to as the "**Closing**"). The Bonds shall be in fully registered book-entry form (which may be typewritten) and shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds, and the specimen Bonds will be made available for checking by the Underwriter not less than 5 days prior to the Closing.

G. Except as the City and the Underwriter may otherwise agree, the City will deliver to the Underwriter, at the offices of Bond Counsel in San Francisco, California, or at such other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned on the Closing Date.

2. Representations, Warranties and Covenants of the Community Facilities District. The City represents, warrants and covenants to the Underwriter, on behalf of itself and the Communities Facilities District, as the case may be, that:

A. The City is a municipal corporation and charter city duly organized and validly existing pursuant to the Constitution and laws of the State of California (the "**State**"), and has duly authorized the formation of the Community Facilities District pursuant to resolutions duly adopted by the City Council (the "**Community Facilities District Formation Resolution**" and, together with the Resolution, the "**Community Facilities District Resolutions**") and the Act. The City Council, as the legislative body of the Community Facilities District, has duly adopted the Community Facilities District Formation Resolution, has duly adopted the Ordinance levying the Special Tax (for all purposes herein, as such are defined in the Fiscal Agent Agreement) within Improvement Area 2 of the Community Facilities District (the "**Ordinance**"), and has caused to be recorded in the real property records of San Joaquin County, a notice of special tax lien (the "**Notice of Special Tax Lien**"). The Community Facilities District Formation Resolution, the Ordinance, and the Notice of Special Tax Lien are collectively referred to herein as the "**Formation Documents.**" The City Council has duly adopted the Resolution. Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The Community Facilities District is duly organized and validly existing as a community facilities district under the laws of the State. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority: (i) to execute, deliver and perform its obligations under this Purchase Agreement and the Fiscal Agent Agreement and to carry out all transactions contemplated by each of such agreements; (ii) to enter into the City Continuing Disclosure Certificate; and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents, the Fiscal Agent Agreement, this Purchase Agreement and the Official Statement.

This Purchase Agreement, the Fiscal Agent Agreement, and the City Continuing Disclosure Certificate are collectively referred to herein as the "**City Documents**."

B. By all necessary official action of the City, the City has duly authorized and approved the execution and delivery by the City of, and the performance by City of, the obligations on its part contained in, the City Documents and has approved the use and distribution by the Underwriter of the Preliminary Official Statement and the execution, use and distribution by the Underwriter of the Official Statement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered by the parties thereto, the City Documents will constitute the legally valid and binding obligations of the City, on its own behalf and on behalf of the Communities Facilities District, enforceable upon the City and the Community Facilities District in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights generally. To the best of the City's knowledge, the City has complied, and will at the Closing Date be in compliance in all respects, with the terms of the City Documents that are applicable to the City, and the Community Facilities District has complied, and will at the Closing Date be in compliance in all respects, with the terms of the City Documents that are applicable to the Community Facilities District.

C. The information in the Preliminary Official Statement (other than statements pertaining to the book-entry system and under the headings "OWNERSHIP AND DEVELOPMENT OF PROPERTY WITHIN IMPROVEMENT AREA 2," as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the book-entry system and under the headings "OWNERSHIP AND DEVELOPMENT OF

PROPERTY WITHIN IMPROVEMENT AREA 2," as to which no view is expressed) as of its date is, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and, upon delivery and up to and including 25 days after the End of the Underwriting Period (as defined in paragraph (D) below), the Official Statement will be amended and supplemented so as to contain no misstatement of any material fact or material omission of any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

D. Up to and including 25 days after the End of the Underwriting Period (as defined below), the City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds. As used herein, the term "**End of the Underwriting Period**" means the later of such time as: (i) the Bonds are delivered to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date and shall specify a date (other than the Closing Date) to be deemed the "End of the Underwriting Period." If in the opinion of the Underwriter any such event or proceedings requires the preparation and distribution of a supplement or amendment to the Official Statement, the City shall prepare and furnish to the Underwriter, at the City's expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a "designated electronic format" consistent with the requirements of the MSRB's Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the City and the Underwriter as the Underwriter may reasonably request. If such amendment or supplement to the Official Statement shall be made subsequent to the Closing Date, the City also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

E. As of the time of acceptance hereof and as of the Closing Date, the City and the Community Facilities District, as applicable, have each complied, and will at the Closing Date be in compliance in all material respects, with the Formation Documents and the City Documents, and any immaterial noncompliance by the City or the Community Facilities District, if any, will not impair the ability of the City or the Community Facilities District, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of its Bonds, the City will continue to comply with the covenants of the City contained in the City Documents and it shall cause the Community Facilities District to continue to comply with the covenants of the Community Facilities District contained in the City Documents.

F. Except as described in the Preliminary Official Statement, neither the City nor the Community Facilities District is, and as of the Closing Date, neither will be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, as the case

may be, is a party or is otherwise subject or bound; and, to the City's knowledge, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have an adverse effect on the City's ability or the Community Facilities District's ability to perform their respective obligations under the City Documents; and as of such times, except as disclosed in the Official Statement, the authorization, execution and delivery of the City Documents and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City or the Community Facilities District of their respective obligations under the City Documents or the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement. The City has received all licenses, permits or other regulatory approvals required, if any, for the pledge, collection and/or application by the Community Facilities District of the Special Taxes (as defined in the Fiscal Agent Agreement) and other moneys pledged to the payment of the principal of and interest on the Bonds under the Fiscal Agent Agreement.

G. Except as may be required under the "blue sky" or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City or the Community Facilities District of their respective obligations under the City Documents, and the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement, have been or will be obtained at the Closing Date and are or will be in full force and effect at the Closing Date.

H. At the time of acceptance hereof there is and as of the Closing there will be no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "**Action**") pending (notice of which has been served on the City or the Community Facilities District) or to the best knowledge of the City or the Community Facilities District threatened, in which any such Action: (i) in any way questions the powers of the City Council or the existence of the Community Facilities District or the titles of the officers of the City and/or the Community Facilities District to their respective offices; (ii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of the Bonds or the payment or collection of the Special Taxes or any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City or the Community Facilities District contemplated thereby; (iii) contests the exclusion of interest on the Bonds from federal or State income taxation or contests the powers of the City or the Community Facilities District which may result in any material adverse change relating to the financial condition of the City or the Community Facilities District; (iv) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the City or the Community Facilities District or would result in any material adverse change in the ability of the City to pledge or apply the Special Taxes or to pay debt service on the Bonds; or (v) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or

omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof there is and, as of the Closing Date, there will be no known basis for any Action of the nature described in clauses (i) through (v) of this sentence.

I. The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter and at the expense of the Underwriter as the Underwriter may reasonably request in order: (i) to qualify the Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds, provided; however, that the City will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

J. The City Documents conform as to form and tenor to the descriptions thereof contained in the Preliminary Official Statement. The City represents that the Bonds, when issued, executed and delivered in accordance with the Fiscal Agent Agreement and sold to the Underwriter as provided herein, will be validly issued and outstanding special tax obligations of the City payable solely from the proceeds of the Net Taxes and amounts in certain funds and accounts established in the Fiscal Agent Agreement, and entitled to the benefits of the Fiscal Agent Agreement. The City will comply with the covenant in the Fiscal Agent Agreement to cause the Special Taxes to be levied and collected at the same time and in the same manner as ordinary *ad valorem* property taxes. The Fiscal Agent Agreement creates a valid pledge of, first lien upon and security interest in, the Special Taxes, and in the moneys in the Special Tax Fund established pursuant to the Fiscal Agent Agreement, on the terms and conditions set forth in the Fiscal Agent Agreement. The Fiscal Agent Agreement creates a valid pledge of the moneys in certain funds and accounts established pursuant to the Fiscal Agent Agreement, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein.

K. Except as disclosed in the Preliminary Official Statement, there are, to the best of the City's knowledge, no entities with outstanding assessment liens against any of the properties within Improvement Area 2 of the Community Facilities District which are senior to or on a parity with the Special Taxes.

L. The issuance and sale of the Bonds is not subject to any transfer or other documentary stamp taxes of the State or any political subdivision thereof.

M. The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from State of California personal income tax, of the interest on the Bonds. The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the City is a bond issuer whose arbitrage certifications may not be relied upon.

N. Any certificate signed on behalf of the Community Facilities District by any officer or employee of the City authorized to do so and delivered to the Underwriter in connection with the issuance and sale of the Bonds shall be deemed to be a representation and covenant by the Community Facilities District to the Underwriter as to the statements made therein.

O. The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as will be described in the Official Statement.

P. At or prior to the Closing, the City will have duly authorized, executed and delivered the City Continuing Disclosure Certificate. Except as otherwise disclosed in the Preliminary Official Statement and based on a review of its previous undertakings, the City has not failed to comply, in any material respects, with any of its continuing disclosure undertakings previously entered into pursuant to the provisions of the Rule within the last five years.

Q. Between the date of this Purchase Agreement and the date of Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money not previously disclosed to the Underwriter and the City shall not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the Special Taxes or other assets, properties, funds or interests that will be pledged as security for the Bonds pursuant to the City Documents.

R. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any, to maturity or to the date of redemption if redeemed prior to maturity, the City will faithfully perform and abide by all of the covenants, undertakings and provisions contained in the Fiscal Agent Agreement.

S. The Preliminary Official Statement was deemed final by a duly authorized officer of the City prior to its delivery to the Underwriter, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of the Rule. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Underwriter within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the City shall cause a final electronic and/or printed form of the Official Statement as set forth in Section 1 above to be delivered to the Underwriter in sufficient quantity to comply with paragraph (b)(4) of the Rule and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

T. The City hereby approves the preparation and distribution of the Official Statement, consisting of the Preliminary Official Statement with such changes as are noted thereon and as may be made thereto, with the approval of Bond Counsel and the Underwriter from time to time prior to the Closing Date.

U. The City hereby ratifies any prior use of and authorizes the future use by the Underwriter, in connection with the offering and sale of the Bonds, of the Preliminary Official Statement, the Official Statement, this Purchase Agreement and all information contained herein, and all other documents, certificates and written statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

The execution and delivery of this Purchase Agreement by the City shall constitute a representation by the City to the Underwriter that the representations and warranties contained in this Section 2 with respect to the City and the Community Facilities District are true as of the date hereof.

3. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City, on its own behalf and on behalf of the Community Facilities District, contained herein, to

the accuracy in all material respects of the statements of the officers and other officials of the City and the Community Facilities District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City and the Community Facilities District of their obligations to be performed hereunder at or prior to the Closing Date and, to the following additional conditions:

A. At the Closing Date, the Community Facilities District Resolutions, the Formation Documents, and the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds, and with the transactions contemplated thereby, and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

B. At the Closing Date, except as was described in the Preliminary Official Statement, neither the City nor the Community Facilities District shall be, in any respect material to the Bonds, the City Documents or the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, respectively, is a party or is otherwise subject or bound, and the performance by the City or the Community Facilities District, respectively, of its obligations under the Bonds, the City Documents, the Community Facilities District Resolutions, this Purchase Agreement and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America or of any department, division, agency or instrumentality of either thereof or under any applicable court or administrative decree or order or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, respectively, is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City or the Community Facilities District, respectively, of its obligations under the City Documents, the Bonds or the Community Facilities District Resolutions.

C. The information contained in the Official Statement is, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant hereto, true and correct in all material respects and does not, as of the Closing Date or as of the date of any supplement or amendment thereto, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

D. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Purchase Agreement by written notice to the City if, between the date of this Purchase Agreement and the Closing Date, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "**Termination Event**"):

1. Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth on the cover page of the Official Statement, of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice

to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

a. Legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or the legislature of the State or recommended to the Congress by the President of the United States of America or a member of the President's Cabinet, the Department of the Treasury, the Internal Revenue Service or any member of Congress or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department of the United States of America, the Internal Revenue Service or other federal or State authority with appropriate jurisdiction, with the purpose or effect, directly or indirectly, of imposing federal or State income taxation upon such interest as would be received by any owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

b. Legislation introduced in or enacted (or resolution passed) by the Congress, or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States of America or a member of the President's Cabinet, or an order, decree, injunction or decision issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, the Resolution or the City Documents, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities laws as amended and then in effect;

c. A general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction;

d. There shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis;

e. Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City or the Community Facilities District shall have occurred;

2. The introduction, proposal or enactment of any amendment to the federal or California Constitution or any action by any federal or State court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the

Community Facilities District, their property, income, securities (or interest thereon), the validity or enforceability of the Special Tax;

3. Any event occurring or information becoming known which, in the judgment of the Underwriter, makes untrue or incorrect in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

4. A general banking moratorium shall have been declared by federal, State of New York or State of California officials authorized to do so or a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

5. The imposition by the New York Stock Exchange or other national Securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or Securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

6. A decision by a court of the United States of America shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, the Securities Exchange Act of 1934 and the Trust Indenture Act of 1939;

7. Any amendment is made to the Official Statement that in the Underwriter's reasonable judgment will materially adversely affect the marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

8. Any proceeding shall have been commenced or be threatened in writing by the Securities and Exchange Commission against the City or the Community Facilities District.

9. The commencement of an Action described in Section 2(H).

Upon the occurrence of a Termination Event and the termination of this Purchase Agreement by the Underwriter, all obligations of the City, the Community Facilities District, and the Underwriter under this Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in Section 6 below.

E. At or prior to the Closing Date, the Underwriter shall have received a counterpart original or certified copy of the following documents, in each case satisfactory in form and substance to the Underwriter:

1. Official Statement. The Official Statement and each supplement or amendment, if any thereto, executed by an authorized officer of the City;

2. Fiscal Agent Agreement. The Fiscal Agent Agreement, duly executed and delivered by the City and the Fiscal Agent;

3. Resolutions. Certifications by the City Clerk with respect to each resolution and ordinance of the City Council, for the City or as the legislative body of the Community Facilities District, relating to the City Documents, the transactions contemplated thereby, formation of the Community Facilities District and issuance of the Bonds;

4. City Continuing Disclosure Certificate. The City Continuing Disclosure Certificate executed and delivered by the City;

5. Bond Counsel Opinion. An unqualified approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel, to the effect that the Bonds are the valid, legal and binding obligations of the City and that the interest thereon is excluded from gross income for federal income tax purposes and exempt from personal income taxes of the State, in substantially the form included as Appendix E to the Official Statement, together with a letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

6. Supplemental Opinion. A supplemental opinion or opinions, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that:

(i) this Purchase Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the other parties thereto, constitutes the legal, valid and binding agreement of the City and is enforceable in accordance with its terms, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on legal remedies against public agencies in the State;

(ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; and

(iii) the information contained in the Official Statement on the cover and under the captions "THE BONDS," "SECURITY FOR THE BONDS," "TAX MATTERS" and in Appendices E and H to the Official Statement (excluding any financial, statistical and economic data, forecasts, numbers, charts, graphs, estimates, projections, and assumptions and any information regarding The Depository Trust Company and the book-entry system as to which Bond Counsel need express no opinion or view, and further, excluding any material that may be treated as included under such captions by cross-reference), are accurate insofar as such statements purport to summarize certain provisions of the Bonds, the Fiscal Agent Agreement, Bond Counsel's final approving opinion and the Act; and

7. City Attorney Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of the City Attorney to the City and counsel to the Community Facilities District, substantially in the form of Appendix B hereto;

8. Closing Certificate of the City. A certificate, dated the Closing Date, and signed by an authorized officer of the City substantially in the form of Appendix C hereto, together with such additional certifications as Bond Counsel may require;

9. Bank Incumbency Certificate. Certified copies of the general resolution of the Fiscal Agent authorizing the execution and delivery of certain documents by certain officers of the Fiscal Agent, which resolution authorizes the execution of the Fiscal Agent Agreement and the authentication of the Bonds;

10. Fiscal Agent's Certificate. A certificate of the Fiscal Agent, dated the Closing Date, in form and substance acceptable to the Underwriter and its counsel, substantially in the form of Appendix D hereto;

11. Fiscal Agent's Counsel Opinion. An opinion of counsel to the Fiscal Agent, dated the Closing Date, addressed to the Underwriter and the City, substantially in the form of Appendix E hereto;

12. Disclosure Counsel Opinion. A letter of Jones Hall, A Professional Law Corporation, as disclosure counsel to the City ("**Disclosure Counsel**"), dated the Closing Date and addressed to the Underwriter and the City, to the effect that without passing upon or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Final Official Statement and making no representation that they have independently verified the accuracy, completeness or fairness of any such statements, based upon the information made available to them in the course of their participation in the preparation of the Final Official Statement, nothing has come to such counsel's attention which would lead them to believe that the Preliminary Official Statement, as of its date and the date of the Purchase Agreement, and the Final Official Statement, as of its date and as of the Closing Date (but excluding therefrom the appendices thereto, financial statements and statistical data, and information regarding The Depository Trust Company and its book entry system, as to which no opinion need be expressed), contained an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

13. Opinion of Underwriter's Counsel. An opinion of Kutak Rock LLP, counsel to the Underwriter ("**Underwriter's Counsel**"), dated the date of the Closing, addressed to the Underwriter, in form and substance acceptable to the Underwriter;

14. Special Tax Consultant Certificate. A certificate, dated the Closing Date from DTA substantially in the form attached as Appendix F hereto;

15. Transcript. A transcript of all proceedings relating to the authorization, issuance, sale and delivery of the Bonds, including certified copies of the Fiscal Agent Agreement and all resolutions of the City and the Community Facilities District relating thereto;

16. Nonarbitrage Certificate. A certificate of the City, dated the Closing Date, in a form acceptable to Bond Counsel and the Underwriter, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

17. Specimen Bonds. Copies of the Specimen Bonds;

18. Form 8038-G. An Information Return for Tax-Exempt Bond Issues (Internal Revenue Service Form 8038-G), in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the City, together with evidence that such Form 8038-G has been mailed;

19. CDIAC Statements. Copies of filings with the California Debt and Investment Advisory Commission ("**CDIAC**") relating to the issuance of the Bonds;

20. Letter of Representations. A copy of the Blanket Letter of Representations to DTC relating to the Bonds signed by the City;

21. Certificates Regarding Preliminary Official Statement. Prior to and in connection with printing and distribution of the Preliminary Official Statement, (i) an executed certificate of the City deeming the Preliminary Official Statement final within the meaning of the Rule, and (ii) an executed certificate of Eight Mile Development, Inc. (the "**Master Developer**"), substantially in the form under Appendix G hereto, an executed certificate of Richmond American Homes of Maryland, Inc. ("**Richmond American**"), substantially in the form under Appendix G hereto and an executed certificate of Meritage Homes of California, Inc. ("**Meritage Homes**"), substantially in the form under Appendix G hereto.

22. Richmond American and Meritage Homes Continuing Disclosure Certificates. An executed copy of the Richmond American Continuing Disclosure Certificate and Meritage Homes Continuing Disclosure Certificate in the form included as an appendix to the Official Statement.

23. Master Developer, Richmond American and Meritage Homes Bring-Down Certificates. An executed bring-down certificate from each of the Master Developer Richmond American and Meritage Homes, each dated as of the Closing Date, in the form set forth in Appendix H hereto.

24. Master Developer Opinion. The opinions of counsel to the Master Developer substantially in the form set forth in Appendix I hereto, addressed to the City and the Underwriter.

25. Richmond American and Meritage Homes' Counsel Opinions. The opinions of counsel to Richmond American and Meritage Homes, each dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to the City and Underwriter.

26. Appraiser Closing Certificate. A certificate in form and substance as set forth in Appendix J hereto of Integra Realty Resources - Sacramento, the appraiser of the property within Improvement Area 2 of the Community Facilities District, dated as of the Closing Date.

27. Additional Documents. Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the material representations and warranties of the City, on its own behalf and on behalf of the Community Facilities District, contained herein, and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the Community Facilities District in

connection with the transactions contemplated hereby and by the Fiscal Agent Agreement and the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the City nor the Underwriter shall be under any further obligation hereunder, except that the respective obligations of the Underwriter and the City set forth in Section 6 hereof shall continue in full force and effect.

4. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the City that, as of the date hereof and as of the date of the Closing:

A. The Underwriter is duly authorized to execute and deliver this Purchase Agreement and to take any action under the Purchase Agreement required to be taken by it.

B. The Underwriter is in compliance with MSRB Rule G-37 with respect to the City and the Community Facilities District, and is not prohibited thereby from acting as underwriter with respect to securities of the City and the Community Facilities District. The Underwriter is in compliance with MSRB Rule G-17 with respect to the City and the Community Facilities District.

C. The Underwriter has, and has had, no financial advisory relationship with the City or the Community Facilities District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship, within the meaning of California Government Code Section 53590, or otherwise.

D. The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm or person (including, but not limited to, the City's financial consultants, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for the Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

E. The Underwriter has reasonably determined that the City's undertaking in the City Continuing Disclosure Certificate to provide continuing disclosure with respect to the Bonds is sufficient to effect compliance with the Rule.

5. Establishment of Issue Price.

A. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix K, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

B. Except as otherwise set forth in Appendix A attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**") is sold to the public

as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

C. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

a. the close of the fifth (5th) business day after the sale date; or

b. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

D. The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be reasonable periodic intervals or otherwise upon request of the Underwriter and (ii) to

comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

E. The City acknowledges that, in making the representation set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

F. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

a. "public" means any person other than an underwriter or a related party;

b. "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to

participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

c. a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

d. "sale date" means the date of execution of this Purchase Agreement by all parties.

6. Expenses.

A. Whether or not the Underwriter accepts delivery of and pays for the Bonds as set forth herein, it shall be under no obligation to pay, and the City shall pay out of the proceeds of the Bonds or any other legally available funds of the City, all expenses incidental to the performance of the City's obligations hereunder, including but not limited to the cost of printing and delivering the Bonds to the Underwriter; the costs of printing and shipping the Preliminary Official Statement and the Official Statement; the fees and disbursements of the City, the Community Facilities District, the Fiscal Agent, Bond Counsel, Disclosure Counsel, accountants and any other experts or consultants retained by the City or the Community Facilities District in connection with the issuance and sale of the Bonds; and any other expenses not specifically enumerated in paragraph (B) of this Section incurred in connection with the issuance and sale of the Bonds.

B. Whether or not the Bonds are delivered to the Underwriter as set forth herein, the City shall be under no obligation to pay, and the Underwriter shall be responsible for and pay, CUSIP® and CDIAC fees and expenses to qualify the Bonds for sale under any "blue sky" laws; the fees and disbursements of Underwriter's Counsel; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds not specifically enumerated in paragraph (A) of this Section.

7. Notices. Any notice of other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City of Stockton, 425 North El Dorado Street, Stockton, California 95202, Attention: Chief Financial Officer; any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Oppenheimer & Co. Inc., 580 California Street, Suite 2300, San Francisco, California 94104, Attention: Municipal Capital Markets Group. All such notices, requests or other communications may be made by telephone, personal or courier delivery, registered or certified mail, facsimile transmission or electronic communication, provided that delivery by facsimile transmission or electronic communication must be confirmed by the sender. The City and

the Underwriter may, by notice given as aforesaid, specify a different address for any such notices, requests or other communications.

8. Parties In Interest. This Purchase Agreement is made solely for the benefit of the City and the Underwriter (including any successors or assignees of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. The City and the Underwriter may not assign this Purchase Agreement. The term "successor" shall not include any holder of any Bonds merely by virtue of such holding.

9. Survival of Representations and Warranties. The representations and warranties of the City under this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City or the Community Facilities District and regardless of delivery of and payment for the Bonds.

10. Severability. If any provision of this Purchase Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

11. Execution in Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

12. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

13. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understanding between the parties hereto in relation to the sale of the Bonds by the City.

14. Governing Law. This Purchase Agreement shall be governed by the laws of the State.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

15. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

OPPENHEIMER & CO. INC.

By: _____
Its: Authorized Officer

The foregoing is hereby agreed to and
accepted as of the date first above written:

CITY OF STOCKTON

By: _____
Authorized Representative

Time of Execution: _____ p.m. California time

[EXECUTION PAGE OF BOND PURCHASE AGREEMENT – IMPROVEMENT AREA 2 OF THE CITY OF STOCKTON COMMUNITY FACILITIES DISTRICT NO. 2018-2 (WESTLAKE VILLAGES II), SPECIAL TAX BONDS, SERIES 2022)]

APPENDIX A

$_____
IMPROVEMENT AREA 2 OF THE CITY OF STOCKTON
COMMUNITY FACILITIES DISTRICT NO. 2018-2
(WESTLAKE VILLAGES II)
SPECIAL TAX BONDS, SERIES 2022

MATURITY SCHEDULE

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	10% Test Satisfied*	10% Test Not Satisfied	Subject to Hold-The-Offering-Price Rule *(Marked if Used)*
2023							
2024							
2025							
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
2035							
2036							
2037							
2038							
2039							
20__(T)							
20__(T)							

(T) Term Bond.
(C) Priced to optional call at [par] on September 1, 20___.
* At the time of execution of this Purchase Agreement and assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement.

APPENDIX B

OPINION OF CITY ATTORNEY

[Closing Date]

City of Stockton
425 North El Dorado Street
Stockton, California 9520

Oppenheimer & Co. Inc.
22 Battery Street, Suite 500
San Francisco, California 94111

Re: $10,625,000 Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II), Special Tax Bonds, Series 2022

Ladies and Gentlemen:

We have acted as City Attorney for the City of Stockton (the "City") and counsel for Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) (the "Community Facilities District"), in connection with the purchase and sale of the Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II), Special Tax Bonds, Series 2022 (the "Bonds"). As such Counsel, we have reviewed the Bond Purchase Agreement, dated [BPA Date] (the "Purchase Agreement"), by and between Oppenheimer & Co. Inc. (the "Underwriter") and the City, the Fiscal Agent Agreement, dated as of July 1, 2022 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent"), the City Continuing Disclosure Certificate, dated [Closing Date] executed by the City (the "City Continuing Disclosure Certificate"), the Preliminary Official Statement, dated [POS Date], relating to the Bonds (the "Preliminary Official Statement"), the Official Statement, dated [OS Date], relating to the Bonds (the "Official Statement"), Resolution No. _____ adopted by the City Council of the City on _____, 2022 ("Bond Resolution"), and such other documents, certificates, records and papers as we have deemed necessary to render the below opinions.

The Bonds, Fiscal Agent Agreement, Purchase Agreement, and the City Continuing Disclosure Certificate, are collectively referred to herein as the "Bond Documents." Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Purchase Agreement.

With your permission we have assumed, without undertaking to verify the same by independent investigation, the following: (a) the authenticity of original documents and the genuineness of all signatures (other than those of the City and the Community Facilities District); (b) the conformity to the originals of all documents submitted to us as copies; (c) the truth, accuracy, and completeness of the information, representations, and warranties contained in these documents, certificates, records and papers we have reviewed; and (d) compliance with all covenants and agreements contained in such documents.

Based on the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The City is a municipal corporation and charter city duly organized and validly existing pursuant to the Constitution and laws of the State of California;

2. The Community Facilities District is duly organized and validly existing as a community facilities district under the Constitution and laws of the State;

3. The Bond Resolution was duly adopted at a meeting of the City Council, which meeting was duly called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout;

4. The preparation and distribution of the Preliminary Official Statement and the Official Statement have been duly approved by the City Council, acting for itself or as the Legislative Body of the Community Facilities District;

5. The execution and delivery by the City of the Bond Documents, and the Bonds and the performance of its obligations thereunder have been duly authorized by all requisite action of the City Council, acting for itself or as the Legislative Body of the Community Facilities District, and the Bonds and the Bond Documents have been duly executed and delivered by the City, and constitute legal, valid and binding obligations of the City enforceable against the City, in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought;

6. To the best of our knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or to the best of such counsel's knowledge, threatened in any way affecting the existence of the City or the Community Facilities District or the titles of the officers of each to their respective offices, or seeking to restrain or to enjoin the execution and delivery of the Bond Documents, or the issuance, sale or delivery of the Bonds or the application of the proceeds thereof or the collection or application of the Special Tax, or the exclusion from gross income for State personal income taxes of interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Documents or any action of the City or the Community Facilities District contemplated by any of said documents or in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or the powers of the City or its authority with respect to the Purchase Agreement or any other applicable agreement, or any action on the part of the City or the Community Facilities District contemplated by any of said documents;

7. To the best of our knowledge, the City and the Community Facilities District are not in breach of or in default under any court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District is a party or is otherwise subject or bound, including the Bond Documents, a consequence of which could be to materially and adversely affect the ability of the City or the Community Facilities District to perform their obligations under the Bonds, the Bond Documents or which, with the passage of time or the giving of notice or both, would constitute an event of default thereunder; and;

8. To the best of our knowledge, the adoption of the Bond Resolution and the execution and delivery of the Bonds and the Bond Documents, did not and will not conflict with or constitute a breach of or default under any applicable court or administrative decree or order, or under any loan

agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, as the case may be, is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of City or the Community Facilities District to perform their obligations under the Bonds or any Bond Documents.

The opinions set forth above are subject to the following additional qualifications:

General principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and limitations imposed by bankruptcy, insolvency, fraudulent conveyance, receivership, conservatorship, reorganization, arrangement, liquidation, moratorium or other similar laws affecting the enforcement of creditors' rights in general heretofore or hereafter enacted, as such laws may be applied in the event of bankruptcy, insolvency, reorganization, arrangement, receivership, conservatorship, liquidation, readjustment of debt or other similar proceedings of, or moratorium or similar occurrence affecting municipal corporations in the State.

We express no opinion as to matters governing by laws other than the laws of the State and the federal laws of the United States of America, or the enforceability of any choice of law provision in the documents described herein.

This opinion is solely for your benefit in connection with the transactions covered by the first paragraph of this letter and may not be relied upon or used by, circulated, quoted or referred to, nor may copies hereof be delivered to, any other person or for any other purpose without our prior written approval; provided, however, copies of this opinion may be included in the closing transcripts for the transactions connected with the issuance of the Bonds. We disclaim any obligation to update this opinion letter for events occurring or coming to our attention after the date hereof.

Respectfully submitted,

APPENDIX C

IMPROVEMENT AREA 2 OF THE CITY OF STOCKTON
COMMUNITY FACILITIES DISTRICT NO. 2018-2
(WESTLAKE VILLAGES II)
SPECIAL TAX BONDS, SERIES 2022

CLOSING CERTIFICATE OF THE CITY

I, the undersigned, hereby certify that I am the Controller/Treasurer and Chief Financial Officer of the City of Stockton (the "City"), the City Council (the "City Council") of which is the Legislative Body for Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) (the "Community Facilities District"), a community facilities district duly organized and existing under the laws of the State of California (the "State") and I am authorized to execute this Certificate on behalf of the City in connection with the issuance of the above-captioned bonds (the "Bonds"). All capitalized terms herein not otherwise defined shall have the meanings given such terms in the Bond Purchase Agreement (the "Bond Purchase Agreement"), dated [BPA Date], by and between the City and Oppenheimer & Co. Inc..

I further certify on behalf of the City that:

(i) The representations, warranties and covenants of the City contained in the Bond Purchase Agreement, made on behalf of the City and the Community Facilities District, are true and correct in all material respects on and as of the date hereof as if made on the date hereof;

(ii) The Community Facilities District Resolutions, Formation Documents and the City Documents are in full force and effect and have not been amended, modified or supplemented;

(iii) Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity, or by any court or regulatory agency, public board or body pending, with respect to which the City or the Community Facilities District has been served with process, or to the best knowledge of the City or the Community Facilities District, threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the City or the Community Facilities District, or the titles of their officers to their respective offices, (b) enjoin or restrain the issuance, sale and delivery of the Bonds, the levy or collection of the Special Tax or any other moneys or property pledged or to be pledged under the Fiscal Agent Agreement, or the pledge thereof, (c) in any way question or affect any of the rights, powers, duties or obligations of the City or the Community Facilities District with respect to the Special Taxes or moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Bonds, (d) in any way question or affect any authority for the issuance of the Bonds, or the validity or enforceability of the Bonds or the proceedings relating to the issuance of the Bonds, or (e) in any way question or affect the Bond Purchase Agreement or the transactions contemplated thereby, the Official Statement or the City Documents;

(iv) The information in the Preliminary Official Statement (other than statements pertaining to DTC and it book-entry system and under the headings "OWNERSHIP AND DEVELOPMENT OF PROPERTY WITHIN IMPROVEMENT AREA 2" and contained in APPENDIX G–DTC AND THE BOOK-ENTRY ONLY SYSTEM," as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than

statements pertaining to DTC and its book-entry system and under the headings "OWNERSHIP AND DEVELOPMENT OF PROPERTY WITHIN IMPROVEMENT AREA 2" and contained in APPENDIX G–DTC AND THE BOOK-ENTRY ONLY SYSTEM,"" as to which no view is expressed) as of its date was and as of the date hereof is, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(v) The City has complied with all agreements and covenants, and satisfied all conditions, on its part to be complied with or satisfied under the Bond Purchase Agreement and under the Community Facilities District Resolutions, the Formation Documents, the City Documents and the Official Statement at or prior to the date hereof;

(vi) No event has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date hereof any statement or information contained in the Preliminary Official Statement or the Official Statement (other than statements pertaining to DTC and its book-entry system and under the headings "OWNERSHIP AND DEVELOPMENT OF PROPERTY WITHIN IMPROVEMENT AREA 2" and contained in Appendix G–DTC and the Book-Entry Only System," as to which no view is expressed) or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect;

(vii) The use of and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Bonds is hereby ratified; and

(viii) The City and the Community Facilities District are each in compliance with all covenants set forth in the Fiscal Agent Agreement.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth below.

Dated: [Closing Date]

CITY OF STOCKTON

By: _____
Controller/Treasurer and Chief Financial Officer

APPENDIX D

IMPROVEMENT AREA 2 OF THE CITY OF STOCKTON
COMMUNITY FACILITIES DISTRICT NO. 2018-2
(WESTLAKE VILLAGES II)
SPECIAL TAX BONDS, SERIES 2022

FISCAL AGENT'S CERTIFICATE

The undersigned is an authorized officer of U.S. Bank Trust Company, National Association (the "Bank"), and as such, is familiar with the facts herein certified and is authorized and qualified to state and certify the following:

(i) The Bank is duly organized and existing as a national banking association under the laws of the United States of America, having the full power and authority to accept and perform its duties under a Fiscal Agent Agreement, dated as of July 1, 2022 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent. Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Bond Purchase Agreement, dated [BPA Date], by and between the City and Oppenheimer & Co. Inc.;

(ii) Pursuant to the Fiscal Agent Agreement, the Bank will apply the proceeds from the Bonds to the purposes specified in the Fiscal Agent Agreement;

(iii) The Bank is duly authorized to accept the obligations created by the Fiscal Agent Agreement and to authenticate the Bonds pursuant to the terms of the Fiscal Agent Agreement;

(iv) The Fiscal Agent Agreement has been duly authorized, executed and delivered by the Bank and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitutes a valid and binding agreement of the Bank enforceable against the Bank in accordance with its terms;

(v) The Bonds have been validly authenticated and delivered by the Bank pursuant to the Fiscal Agent Agreement;

(vi) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Bank that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Bank of the other transactions contemplated to be performed by the Bank in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Fiscal Agent Agreement;

(vii) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body that has been served on the Bank or, to the best of its knowledge, threatened in any way affecting the existence of the Bank, or seeking to restrain or to enjoin the execution and delivery of the Fiscal Agent Agreement or the authentication of the Bonds, by the Bank, or in any way contesting or affecting the validity or enforceability, as against the Bank, of the Fiscal Agent Agreement or any action of the Bank

contemplated by any of said documents, or in which an adverse outcome would materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement;

(viii) The Bank is not in breach of or in default under any applicable law or administrative rule or regulation of the State of California (the "State") or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Bank is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement (*provided, however*, that the Bank does not certify as to compliance with State or federal securities laws); and

(ix) The authentication of the Bonds, and the execution and delivery of the Fiscal Agent Agreement by the Bank, and compliance with the provisions of each, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the Bank is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement.

Dated: [Closing Date]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Fiscal Agent

By: _____
Authorized Officer

APPENDIX E

FISCAL AGENT'S COUNSEL OPINION

[Closing Date]

Oppenheimer & Co. Inc.
580 California Street, Suite 2300
San Francisco, California 94104

City of Stockton
425 North El Dorado Street
Stockton, California 95202

Re: Improvement Area 1 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II), Special Tax Bonds, Series 2022

Ladies and Gentlemen:

We have acted as counsel for U.S. Bank Trust Company, National Association, a national banking association (the "Bank") in connection with the execution by the Bank of a Fiscal Agent Agreement, dated as of July 1, 2022 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent"). We are generally familiar with the Articles of Association and the Bylaws of the Bank and are also familiar with the corporate proceedings of the Bank with regard to its authorization, execution and delivery of the Fiscal Agent Agreement. Capitalized terms used herein shall have the respective meanings ascribed to them in the Fiscal Agent Agreement, except as otherwise defined herein.

We have examined such documents and have reviewed such questions of law as we have considered necessary and appropriate for the purposes of this opinion. In such review, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity with originals of all documents submitted to us as copies. Where questions of fact material to our opinions expressed below were not established independently, we have relied upon statements of officers of the Bank as contained in their certificates.

Based upon the foregoing, we are of the opinion that:

1. The Bank is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America.

2. The Bank has all requisite corporate power, authority and legal right to execute and deliver the Fiscal Agent Agreement and to perform its duties and obligations under the Fiscal Agent Agreement, and has taken all necessary corporate action to authorize the execution and delivery thereof and the performance of its obligations thereunder, including the authentication and delivery of the Bonds in its capacity as fiscal agent under the Fiscal Agent Agreement.

3. The Bank has duly authorized, executed and delivered the Fiscal Agent Agreement. Assuming the due authorization, execution and delivery thereof by the other parties thereto, the Fiscal Agent Agreement is a legal, valid and binding agreement of the Bank, enforceable in accordance with its terms against the Bank.

4. To our knowledge, no authorization, approval, consent, or order of any governmental agency or regulatory authority having jurisdiction over the Bank that has not been obtained by the Bank is required for the authorization, execution and delivery by the Bank of the Fiscal Agent Agreement or the authentication and delivery of the Bonds by the Bank under the Fiscal Agent Agreement.

The opinions set forth above are subject to the following qualifications and exceptions:

(a) the opinions are subject to the effect of any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws of general application affecting creditors' rights; and

(b) the opinions are subject to the effect of general principles of equity, including (without limitation) concepts of materiality, reasonableness, good faith and fair dealing, and other similar doctrines affecting the enforceability of agreements generally (regardless of whether considered in a proceeding in equity or at law).

Our opinions expressed above are limited to the laws of the State of California and the federal laws of the United States of America.

The foregoing opinions are being furnished to you solely for your benefit and may not be relied upon by, nor may copies be delivered to, any other person without our prior written consent.

Very truly yours,

APPENDIX F

IMPROVEMENT AREA 2 OF THE CITY OF STOCKTON
COMMUNITY FACILITIES DISTRICT NO. 2018-2
(WESTLAKE VILLAGES II)
SPECIAL TAX BONDS, SERIES 2022

CERTIFICATE OF SPECIAL TAX CONSULTANT

The undersigned hereby states and certifies:

1. That he is an authorized officer of DTA (the "Special Tax Consultant") and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Special Tax Consultant has prepared the Rate and Method of Apportionment of Special Tax (the "Rate and Method") for Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) (the "Community Facilities District") as set forth in Appendix A to the Official Statement for the above-captioned bonds (the "Bonds") dated [BPA Date]. Capitalized terms not otherwise defined herein shall be defined as provided in the Rate and Method or the Fiscal Agent Agreement, dated as of July 1, 2022 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent").

3. That the Special Tax, if levied in accordance with the Rate and Method and collected will annually yield sufficient revenue to make timely payments of the annual debt service on the Bonds, and annual Administrative Expenses related to the levy and collection of the Special Tax and the expenses of the Fiscal Agent for the Bonds (no representation is made as to the actual amounts that will be collected in future years).

4. That the Maximum Annual Special Tax, if collected in the maximum amounts permitted pursuant to the Rate and Method on the Closing Date, would generate at least 110% of the Annual Debt Service payable with respect to the Bonds payable from such Special Tax plus estimated Administrative Expenses equal to a maximum of $_____ for Fiscal Year 2022-23, assuming the debt service schedule shown in the Official Statement is true and correct.

5. That all information supplied by the Special Tax Consultant for use in the Official Statement is true and correct, as of the date of the Official Statement and as of the date hereof.

6. That, as of the dates of the Preliminary Official Statement and the Official Statement and as of the date hereof, the information contained in the portion of the Official Statement entitled "SECURITY FOR THE BONDS," and "APPENDIX A," including all tables and maps sourced to the Special Tax Consultant, and the other data provided by the Special Tax Consultant and included in the Official Statement, do not, to our knowledge, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

7. The Community Facilities District, the City, the Underwriter, Oppenheimer & Co. Inc., and all the professionals involved in the financing are entitled to rely on this Certificate.

Dated: [Closing Date]

DTA

By: _____

Title: _____

APPENDIX G

IMPROVEMENT AREA 2 OF THE CITY OF STOCKTON COMMUNITY FACILITIES DISTRICT NO. 2018-2 (WESSTLAKE VILLAGES II) SPECIAL TAX BONDS, SERIES 2022

FORM OF CERTIFICATE OF PROPERTY OWNER

[POS Date]

The undersigned party certifies and represents that he or she is duly authorized on behalf of [Eight Mile Development, Inc.] [Richmond American Homes of Maryland, Inc.] [Meritage Homes of California, Inc.] (the "Property Owner"), to execute and deliver this certificate (this "Certificate") in connection with the issuance, sale and delivery of the Bonds captioned above (the "Bonds").

Capitalized terms used but not defined in this Certificate have the same meaning as is set forth in the Bond Purchase Agreement with respect to the Bonds between Oppenheimer & Co. Inc., as underwriter (the "Underwriter"), and the City.

As used in this Certificate, the term "Actual Knowledge of the Undersigned" means the knowledge that the undersigned currently has as of the date of this Certificate or has obtained through (i) interviews with such current officers and responsible employees of the Property Owner as the undersigned has reasonably determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Certificate, and/or (ii) review of documents reasonably available to the undersigned and which the undersigned reasonably deemed necessary for the undersigned to obtain knowledge of the matters set forth in this Certificate. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Property Owner's current business and operations.

As used in this Certificate, the term "Relevant Entity" of the Property Owner means any person presently directly or indirectly through one or more intermediaries controlling, controlled by or under common control with the Property Owner, and about whom information could be material to potential investors in their investment decision regarding the Bonds (including without limitation information relevant to the Property Owner's proposed development of the Property (defined herein), or to the Property Owner's ability to pay the Special Taxes due with respect to the Property prior to delinquency).

As used in this Certificate, the term "Property" means the real property currently owned by the Property Owner within Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) (the "Community Facilities District"), as further described in the Preliminary Official Statement.

The undersigned certifies that he or she is familiar with the facts set forth in this Certificate, and further hereby certifies to the Actual Knowledge of the Undersigned as follows, as an authorized officer or representative of the Property Owner:

(1) The Property Owner has been duly organized and validly exists in good standing under the laws of the State of California and has or will have prior to the Closing, as required, all requisite limited partnership right, power and authority:

(i) to execute and deliver this Certificate;

(ii) to own and develop the Property, as described in the Preliminary Official Statement;

(iii) to execute and deliver the Property Owner Continuing Disclosure Certificate at Closing;

(iv) to perform its obligations under the Property Owner Continuing Disclosure Certificate; and

(v) to carry on its business as described in the Preliminary Official Statement.

(2) The Property Owner agrees to execute at Closing the Property Owner Continuing Disclosure Certificate substantially in the form attached as an appendix to the Preliminary Official Statement, with such additional changes as may be agreed upon by the Underwriter, Bond Counsel and the Property Owner.

(3) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, neither Property Owner is aware of any material failures by it or any entity under managerial control of such Property Owner to comply in all material respects with previous continuing disclosure undertakings in a written certificate or agreement executed by it or its Relevant Entities to provide periodic continuing disclosure reports or notices of material events respecting securities offerings in California within the past five years.

(4) To the Actual Knowledge of the Undersigned, execution and delivery of the Property Owner Continuing Disclosure Certificate, and the performance by the Property Owner of its obligations under the Property Owner Continuing Disclosure Certificate, will not conflict with or constitute a breach of or default under any loans, lines of credit, agreements, or other contractual or financial obligations of the Property Owner or any applicable law, regulation, judgment or decree.

(5) To the Actual Knowledge of the Undersigned, neither the Property Owner nor any of its Relevant Entities is currently in material default on any loans, lines of credit, credit agreements, or other material contractual or financial obligations, or in breach of any applicable law, regulation, judgment or decree, and no event has occurred and is continuing that would constitute such a default or breach, the result of which could reasonably be expected to materially and adversely affect the ability of the Property Owner:

(i) to own and develop the Property, as described in the Preliminary Official Statement;

(ii) to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency;

(iii) to carry on its business as described in the Preliminary Official Statement; and

(iv) to perform its obligations under the Property Owner Continuing Disclosure Certificate.

(6) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Property Owner, the Property Owner has not assumed any obligations under any loans, lines of credit, credit agreements, or other material contractual or financial obligations, or any applicable judgment or decree, which could reasonably be expected to materially and adversely affect the ability of the Property Owner:

(i) to own and develop the Property, as described in the Preliminary Official Statement,

(ii) to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency, or

(iii) to carry on its business as described in the Preliminary Official Statement.

(7) Except as described in the Preliminary Official Statement, the Property Owner has no loans outstanding and unpaid and no lines of credit that are secured by the Property.

(8) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, neither the Property Owner nor any of its Relevant Entities is currently in default in, or, in the last five years, has ever defaulted to any material extent in, the payment of special taxes or assessments in connection with the Community Facilities District or any other community facilities districts or assessment districts in California that was not cured prior to the institution of any enforcement action with a court of law.

(9) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, there is no litigation, inquiry, investigation or administrative proceeding of any nature pending against the Property Owner (with service of process to the Property Owner having been accomplished), or to the Actual Knowledge of the Undersigned, overtly threatened in writing against the Property Owner, or to the Actual Knowledge of the Undersigned, pending or overtly threatened in writing against any Relevant Entity of the Property Owner, in each case which, if successful, could reasonably be expected to:

(i) materially and adversely affect the ability of the Property Owner to own, and develop the Property, as described in the Preliminary Official Statement;

(ii) materially and adversely affect the ability of the Property Owner to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency;

(iii) materially and adversely affect the ability of the Property Owner to carry on its business as described in the Preliminary Official Statement;

(iv) materially adversely affect the ability of the Property Owner to perform its obligations under the Property Owner Continuing Disclosure Certificate;

(v) challenge, question the validity or enforceability of, or restrain or enjoin the performance of, the Special Taxes, the Bonds, the Resolution, the Fiscal Agent Agreement, the Property Owner Continuing Disclosure Certificate or the Bond Purchase Agreement; or

(vi) restrain or enjoin collection of Special Taxes or other sums to be pledged to pay the principal of and interest on the Bonds.

(10) Except as disclosed in the Preliminary Official Statement or in this Certificate:

(i) the Property Owner and, to the Actual Knowledge of the Undersigned, its Relevant Entities, are solvent;

(ii) to the Actual Knowledge of the Undersigned, there are no proceedings pending (with service of process to the Property Owner having been accomplished) or overtly threatened in writing in which the Property Owner or any of its Relevant Entities may be adjudicated as bankrupt, become the debtor in a bankruptcy proceeding, be discharged from any or all of its respective debts or obligations, be granted an extension of time to pay its respective debts or obligations, or be granted a reorganization or readjustment of its respective debts or obligations; and

(iii) Neither the Property Owner nor, to the Actual Knowledge of the Undersigned, any of its Relevant Entities, has filed for bankruptcy or been declared bankrupt in the last 10 years.

(11) As of the date hereof, the information in the sections of the Preliminary Official Statement entitled "OWNERSHIP AND DEVELOPMENT OF PROPERTY WITHIN IMPROVEMENT AREA 2," "CONTINUING DISCLOSURE – [Richmond American"][Meritage Homes"] and "SPECIAL RISK FACTORS" concerning the Property Owner and its Relevant Entities, the Property, the Property Owner's development and financing plans, and the Property Owner's contractual arrangements (but excluding any information cited as coming from a source other than the Property Owner) is true and correct in all material respects, and contains no untrue statement of a material fact and does not omit any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(12) Except as disclosed in the Preliminary Official Statement, the Property Owner has not submitted an application for, nor received actual notice of,

(i) the formation or authorization of any other assessment district or community facilities district that would include any portion of the Property, or

(ii) the authorization or issuance of any debt secured by an assessment or another special tax to be levied on any portion of the Property, other than the Special Tax.

(13) Except as set forth in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, there are no claims, disputes, lawsuits, actions or contingent liabilities of or against the Property Owner or its Relevant Entities, or among, by or between the Property Owner and any contractors working on the development of the Property, which could reasonably be expected to materially and adversely affect:

(i) the ability of the Property Owner to own and develop the Property, as described in the Preliminary Official Statement;

(ii) the ability of the Property Owner to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency;

(iii) the ability of the Property Owner to carry on its business as described in the Preliminary Official Statement; or

(iv) the ability of the Property Owner to perform its obligations under the Property Owner Continuing Disclosure Certificate.

(14) To the Actual Knowledge of the Undersigned, all information submitted by, or on behalf of, the Property Owner to (i) the Appraiser, as such information is set forth in the Appraisal, was, at the time of submission, and, except as modified by later information submitted by such Property Owner, is, as of the date of this Certificate, true and correct in all material respects, and (ii) the City, the Community Facilities District, Bond Counsel, Disclosure Counsel, or the Underwriter in connection with the issuance of the Bonds was, at the time of submission and, except as modified by later information submitted by such Property Owner, is as of the date of this Certificate, true and correct in all material respects.

(15) The Property Owner covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Property Owner will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way:

(i) seeks to challenge or overturn the formation of the Community Facilities District;

(ii) seeks to challenge the adoption of the ordinance levying Special Taxes within Improvement Area 2 of the Community Facilities District;

(iii) seeks to invalidate the Community Facilities District or any of the Bonds or any refunding obligations; or

(iv) seeks to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notices of special tax lien relating thereto.

The foregoing covenant shall not prevent the Property Owner in any way from bringing any other action, suit, proceeding, inquiry or investigation at law or in equity relating to the following:

(a) a claim that the Special Tax has not been levied in accordance with the Rate and Method;

(b) the application or use of the Special Taxes levied and collected; or

(c) the enforcement of the obligations of the City or the Community Facilities District under the Fiscal Agent Agreement or any agreements between the Property Owner and the City or the Community Facilities District or under which the Property Owner is a beneficiary.

(16) The Property Owner has received a copy of the Rate and Method containing the prepayment formula. The Property Owner acknowledges that any prepayment of the Special Taxes may only be made in accordance with the Rate and Method.

(17) The Property Owner shall comply with the provision of the Mello-Roos Community Facilities Act of 1982, as amended, relating to the Notice of Special Tax described in California Government Code Section 53341.5 in connection with the sale of the Property.

(18) Based upon its current development plans, including, without limitation, its current budget and subject to economic conditions and risks generally inherent in the development of real property, the Property Owner anticipates that it will have sufficient funds to (i) carry on its business as described in the Preliminary Official Statement, (ii) own and develop the Property as described in the Preliminary Official Statement, and (iii) pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency.

(19) The Property Owner consents to the issuance of the Bonds. The Property Owner acknowledges and agrees that the proceeds of such Bonds will be used for the acquisition and construction of the improvements described in the Preliminary Official Statement. The Property Owner acknowledges that the costs to acquire and construct such improvements are estimates, and that any increase in costs in excess of the estimated costs relating to improvements will reduce the improvements which may be financed by the City, and neither the City, nor the Community Facilities District has any obligation to provide moneys to pay for any such costs.

(20) As a condition to the issuance of the Bonds, the Property Owner agrees to deliver a bring-down certificate, dated the Closing Date, in substantially the form attached as Appendix H to the Bond Purchase Agreement, to affirm and restate the Property Owner's certifications, representations and covenants made in this Certificate. If any event related to or affecting the Property Owner, its Relevant Entities or the ownership, development or sale of the Property occurs, as a result of which it is necessary to modify the bring-down certificate, the Property Owner agrees to deliver a new bring-down certificate revised to reflect such event.

(21) The Property Owner acknowledges and agrees that:

(i) in connection with the purchase and sale of the Bonds under the Bond Purchase Agreement, and with the discussions, undertakings and procedures leading

up to the consummation of the purchase and sale of the Bonds under the Bond Purchase Agreement, the Underwriter is and has been acting solely as principal and is not acting as the agent or fiduciary of the Property Owner;

(ii) the Underwriter has not assumed a fiduciary responsibility in favor of the Property Owner with respect to (a) the offering of the Bonds contemplated hereby or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Property Owner on other matters), or (b) any other obligation to the Property Owner with respect to the offering contemplated by the Bond Purchase Agreement; and

(iii) the Property Owner has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering contemplated by the Bond Purchase Agreement.

On behalf of the Property Owner, I have reviewed the contents of this Certificate and the Property Owner has consulted with counsel regarding the meaning of its contents. The Property Owner acknowledges and understands that a variety of state and federal laws, including but not limited to the Securities Act of 1933, as amended, and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, as amended, may apply to the Property Owner, and that under some circumstances certification as to the matters set forth in this Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the Property Owner under such laws.

[EIGHT MILE DEVELOPMENT, INC.] [RICHMOND AMERICAN HOMES OF MARYLAND, INC.]
[MERITAGE HOMES OF CALIFORNIA, INC.]

By:_____
Authorized Officer

APPENDIX H

$_____
IMPROVEMENT AREA 2 OF THE CITY OF STOCKTON
COMMUNITY FACILITIES DISTRICT NO. 2018-2
(WESTLAKE VILLAGES II)
SPECIAL TAX BONDS, SERIES 2022

BRING-DOWN CERTIFICATE OF PROPERTY OWNER

[Closing Date]

The undersigned party certifies and represents that he or she is duly authorized on behalf of [Eight Mile Development, Inc.] [Richmond American Homes of Maryland, Inc.] [Meritage Homes of California, Inc.] (the "Property Owner"), to execute and deliver this certificate (this "Certificate") in connection with the issuance, sale and delivery of the Bonds captioned above (the "Bonds")

This Bring-Down Certificate is delivered pursuant to the Bond Purchase Agreement with respect to the Bonds dated [BPA Date], between Oppenheimer & Co. Inc., as underwriter, and the City (the "Purchase Agreement").

In connection with the distribution of the Preliminary Official Statement relating to the Bonds, the Property Owner executed a Certificate of Property Owner dated [POS Date] (the "Certificate").

Capitalized terms used but not defined in this Bring-Down Certificate have the same meanings as set forth in the Purchase Agreement and the Certificate.

The undersigned, on behalf of the Property Owner, further certifies as follows:

(1) The undersigned is familiar with the facts certified in the Certificate and this Bring-Down Certificate and is authorized and qualified to certify the same as an authorized officer or representative of the Property Owner.

(2) The undersigned has received the final Official Statement relating to the Bonds dated [OS Date] (the "Final Official Statement").

(3) Each statement made in the Certificate is affirmed and restated as if made on the date hereof; provided that each statement made in the Certificate referring to the Preliminary Official Statement is affirmed as it relates to the Final Official Statement.

(4) During the period between the date of this Certificate and the Closing Date, if the Property Owner has actual knowledge of any event relating to or affecting the Property Owner, its Relevant Entities, or the ownership, development or sale of the Property which could cause the information under the captions of the Official Statement indicated in Paragraph 11 of the Certificate (and subject to the limitations and exclusions contained in Paragraph 11 of the Certificate) to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Property Owner shall notify the City and the Underwriter and if, in the opinion of counsel to the City

or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Property Owner shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Official Statement in form and substance satisfactory to counsel to the City and to the Underwriter.

(5) To the Actual Knowledge of the Undersigned (as defined in the Certificate), no event has occurred since the date of the Preliminary Official Statement that has, in any material way, adversely affected the statements and information described in Paragraph 11 of the Certificate (and subject to the limitations and exclusions contained in Paragraph 11 of the Certificate) relating to the Property Owner and its Relevant Entities, the Property, the Property Owner's development and financing plans, and the Property Owner's contractual arrangements (but excluding any information cited as coming from a source other than the Property Owner), which should be disclosed in the Final Official Statement for the purposes for which it is to be used in order to make such statements and information contained in the Final Official Statement not misleading in any material respect.

(6) For a period of 90 days after the Closing Date, if the Property Owner has actual knowledge of any event relating to or affecting the Property Owner, its Relevant Entities, or the ownership development or sale of the Property which could cause the information under the captions of the Final Official Statement indicated in Paragraph 11 of the Certificate (and subject to the limitations and exclusions contained in Paragraph 11 of the Certificate) to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Property Owner shall notify the City and the Underwriter and if, in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Final Official Statement, the Property Owner shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Final Official Statement in form and substance satisfactory to counsel to the City and to the Underwriter.

(7) The Property Owner has duly executed and delivered the Property Owner Continuing Disclosure Certificate, and the Property Owner Continuing Disclosure Certificate constitutes the legal, valid and binding obligation of the Property Owner, enforceable against the Property Owner in accordance with its terms, except as such enforcement is limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance, and other similar laws relating to or affecting the rights of creditors and certain equitable, legal, or statutory principles affecting the enforcement of contractual rights generally, regardless of whether such enforcement is considered in a proceeding in equity or at law.

[EIGHT MILE DEVELOPMENT, INC.] [RICHMOND AMERICAN HOMES OF MARYLAND, INC.]
[MERITAGE HOMES OF CALIFORNIA, INC.]

By:_____
Authorized Officer

APPENDIX I

IMPROVEMENT AREA 2 OF THE CITY OF STOCKTON
COMMUNITY FACILITIES DISTRICT NO. 2018-2
(WESTLAKE VILLAGES II)
SPECIAL TAX BONDS, SERIES 2022

FORM OF PROPERTY OWNER'S COUNSEL OPINION

One or more letters of counsel to Eight Mile Development, Inc., a California corporation, (the "Property Owner"), which may be in-house counsel or an outside law firm engaged by the Property Owner in connection with the issuance of the Bonds, or both, collectively to the effect that:

> No information came to the attention of the lawyers in such counsel's firm or office rendering legal services in connection with its representation of the Property Owner that caused such counsel to believe that, as of the date of the Official Statement and as of the date of such letter, the information in the sections of the Preliminary Official Statement entitled "OWNERSHIP AND DEVELOPMENT OF PROPERTY WITHIN IMPROVEMENT AREA 2," and "SPECIAL RISK FACTORS" concerning the Property Owner and its Relevant Entities, the Property, the Property Owner 's development and financing plans, and the Property Owner's contractual arrangements (but excluding any information cited as coming from a source other than the Property Owner) (except that no belief is expressed as to (a) any financial statements and other financial, statistical, economic, or engineering data or forecasts, estimates, projections, assumptions, or expressions of opinion, or (b) any information about valuation, appraisals, market absorption, archaeological, or environmental matters), contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

APPENDIX J

IMPROVEMENT AREA 2 OF THE CITY OF STOCKTON
COMMUNITY FACILITIES DISTRICT NO. 2018-2
(WESTLAKE VILLAGES II)
SPECIAL TAX BONDS, SERIES 2022

CERTIFICATE OF APPRAISER

Integra Realty Resources - Sacramento (the "Appraiser"), Rocklin, California prepared an appraisal of the properties within Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) (the "Community Facilities District") with an effective date of _____, 2022 (the "Appraisal"). The Appraisal is described and summarized in the Preliminary Official Statement dated [POS Date] (the "Preliminary Official Statement") and the Official Statement dated [OS Date] (the "Official Statement"), including as Appendix B thereto, relating to the bonds captioned above.

The Appraiser hereby certifies that, to the best of his knowledge and belief, all information with respect to the Appraisal in the Preliminary Official Statement and in the Official Statement was true and correct as of the date of the Appraisal and that the Appraiser is aware that acts and events may have occurred since the date of the Appraisal which could result in both positive and negative effects on market value; however, an updated Appraisal has not been completed as of this date.

The Appraiser hereby consents to the use of the Appraisal in connection with the distribution and use of the Preliminary Official Statement and Official Statement.

Dated: [Closing Date]

INTEGRA REALTY RESOURCES -
SACRAMENTO

By:_____

APPENDIX K

$_____
IMPROVEMENT AREA 2 OF THE CITY OF STOCKTON
COMMUNITY FACILITIES DISTRICT NO. 2018-2
(WESTLAKE VILLAGES II)
SPECIAL TAX BONDS, SERIES 2022

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Oppenheimer & Co. Inc. (the "Underwriter") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (together the "*Bonds*").

1. ***Sale of the Bonds***. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms***.

(a) *Issuer* means City of Stockton.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Oppenheimer's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service

Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

OPPENHEIMER & CO. INC.

By:_____

Name:_____

Dated: [Closing Date]

SCHEDULE A

SALE PRICES

(*Attached)*

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2022

NEW ISSUE–FULL BOOK-ENTRY **NOT RATED**

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS.

$_____*
IMPROVEMENT AREA 2 OF THE CITY OF STOCKTON
COMMUNITY FACILITIES DISTRICT NO. 2018-2
(WESTLAKE VILLAGES II)
SPECIAL TAX BONDS, SERIES 2022

Dated: Date of Delivery **Due: September 1, as shown on inside cover**

The City of Stockton (the "City") is issuing the above-captioned bonds (the "Bonds") for Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) ("Improvement Area 2") under the Mello-Roos Community Facilities Act of 1982 (the "Act"), the Resolution of Issuance (as defined herein), and a Fiscal Agent Agreement, dated as of July 1, 2022 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent"). See "THE BONDS – Authority for Issuance."

The Bonds are being issued to (i) construct and/or acquire certain public facilities authorized for the District (defined herein), (ii) pay capitalized interest on a portion of the Bonds through September 1, 2023, (iii) establish a debt service reserve fund for the Bonds, and (iv) pay initial administration costs and the costs of issuing the Bonds. See "SOURCES AND USES OF FUNDS."

The Bonds are payable from the Net Taxes (as defined herein) received by the City from special taxes levied on property within Improvement Area 2 according to the rate and method of apportionment of special tax for Improvement Area 2. The Bonds are secured by a first pledge of the Net Taxes levied and collected in Improvement Area 2 and the moneys on deposit in certain funds held by the Fiscal Agent under the Fiscal Agent Agreement. See "SECURITY FOR THE BONDS."

Improvement Area 2 constitutes a portion of a large, ongoing development in the City known as the Westlake Villages Development. Land within CFD 2018-2 (Westlake Village II) (the "District") consists of 580 acres planned for 2,163 homes ranging in size from 1,400 to 3,500 square feet, and when fully developed is anticipated to include a master-planned portion dedicated to 55+ living, multiple neighborhood parks, a school site, and a series of artificial lakes to aid in flood control. Taxable land in Improvement Area 2, which is the only portion of the District that constitutes security for the Bonds, is developing into 292 single-family residential units in three villages (Villages L, M, and N). The Master Developer, which is owned by members of the Spanos family, has obtained final maps for all 292 residential lots, and sold the lots, in finished condition, to two merchant builders: Richmond American Homes (208 lots) and Meritage Homes (84 lots). All of the required backbone and in-tract improvements are in place, including paved access and public utilities to the lots. As of April 15, 2022, 56 homes were under construction. See "OWNERSHIP AND DEVELOPMENT OF PROPERTY WITHIN IMPROVEMENT AREA 2."

Interest on the Bonds is payable semiannually on each March 1 and September 1, commencing March 1, 2023. The Bonds will be issued in denominations of $5,000 or integral multiples of $5,000. The Bonds, when delivered, will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the Bonds. See "THE BONDS – Description of the Bonds" and "APPENDIX G – DTC and the Book-Entry Only System."

The Bonds are subject to optional redemption, mandatory sinking fund redemption and special mandatory redemption from prepaid special taxes. See "THE BONDS – Redemption."

The Bonds, the interest thereon, and any premiums payable on the redemption of any Bonds, are not an indebtedness of the City (except to the limited extent described in this Official Statement), the State of California (the "State") or any of their respective political subdivisions. None of the City (except to the limited extent described in this Official Statement), the State or any of its political subdivisions is liable for the Bonds. Neither the faith and credit nor the taxing power of the City (except to the limited extent described in this Official Statement) or the State or any of their respective political subdivisions is pledged to the payment of the Bonds. Other than the Net Taxes, no taxes are pledged to the payment of the Bonds. The Bonds do not constitute a general obligation of the City, but are limited obligations of the City payable solely from the Net Taxes as more fully described in this Official Statement.

MATURITY SCHEDULE
(see inside cover)

This cover page contains certain information for quick reference only. It is not a summary of essential information about the Bonds. Potential investors should read this entire Official Statement to obtain information essential for making an informed investment decision. Investment in the Bonds involves risks that may not be appropriate for some investors. See "SPECIAL RISK FACTORS" for a discussion of special risk factors that should be considered in evaluating the investment quality of the Bonds.

The Bonds are offered when, as and if issued by the City and accepted by the Underwriter, subject to approval as to their legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, and subject to certain other conditions. Jones Hall, A Professional Law Corporation, is also serving as Disclosure Counsel to the City. Certain matters will be passed upon for the City by the City Attorney, and for the Underwriter by Kutak Rock LLP, San Francisco, California. It is anticipated that the Bonds, in book-entry form, will be available for delivery through the facilities of DTC on or about September __, 2022.

[Oppenheimer Logo]

The date of this Official Statement is: _____, 2022.

*Preliminary; subject to change.

MATURITY SCHEDULE

$ _____ Serial Bonds
(Base CUSIP†: _____)

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†

$ ___ __% Term Bond due September 1, 20___, Yield: __%, Price: __%, CUSIP† No. _____

$ ___ __% Term Bond due September 1, 20___, Yield: __%, Price: __%, CUSIP† No. _____

† *CUSIP Copyright 2022, American Bankers Association. CUSIP data herein are provided by CUSIP Global Services, managed by Standard & Poor's Capital IQ, and are provided for convenience of reference only. Neither the City nor the Underwriter assumes any responsibility for the accuracy of these CUSIP data. Neither the City nor the Underwriter takes any responsibility for the accuracy of the CUSIP data.*

CITY OF STOCKTON, CALIFORNIA

City Council
Kevin J. Lincoln II, *Mayor*
Christina Fugazi, *Vice Mayor and Councilmember, District 5*
Sol Jobrack, *Councilmember, District 1*
Dan Wright, *Vice Mayor and Councilmember, District 2*
Paul Canepa, *Councilmember, District 3*
Susan Lenz, *Councilmember, District 4*
Kimberly Warmsley, *Councilmember, District 6*

City Staff
Harry E. Black, *City Manager*
Kimberly Trammel, *Chief Financial Officer*
Kevin Beltz, *Program Manager III Debt and Treasury*
Eliza Garza, *City Clerk*
Lori M. Asuncion, *Acting City Attorney*

SPECIAL SERVICES

Independent Registered Municipal Advisor to the City
Del Rio Advisors, LLC
Modesto, California

Municipal Advisor to the City With Respect to the Bonds
KNN Public Finance
Berkeley, California

Bond Counsel and Disclosure Counsel
Jones Hall, A Professional Law Corporation
San Francisco, California

Special Tax Consultant
DTA
San José, California

Appraiser
Integra Realty Resources – Sacramento
Sacramento, California

Absorption Consultant
The Gregory Group
Folsom, California

Fiscal Agent
U.S. Bank Trust Company, National Association
San Francisco, California

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GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the City, in any press release and in any oral statement made with the approval of an authorized officer of the City, the words or phrases "will likely result," "are expected to," "will continue," "is anticipated," "estimate," "project," "forecast," "expect," "intend" and similar expressions may identify "forward looking statements." Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the City since the date hereof.

Limit of Offering. No dealer, broker, salesperson or other person has been authorized by the City or the Underwriter to give any information or to make any representations other than those contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Involvement of Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City, the District or Improvement Area 2 since the date hereof. All summaries of the Fiscal Agent Agreement or other documents referred to in this Official Statement, are made subject to the provisions of such documents, respectively, and do not purport to be complete statements of any or all of such provisions.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS, INSTITUTIONAL INVESTORS AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICE STATED ON THE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICE MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXCEPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

The City maintains an Internet website, but the information on that website is not incorporated in this Official Statement.

OFFICIAL STATEMENT

$_____*
IMPROVEMENT AREA 2 OF THE CITY OF STOCKTON
COMMUNITY FACILITIES DISTRICT NO. 2018-2
(WESTLAKE VILLAGES II)
SPECIAL TAX BONDS, SERIES 2022

This Official Statement, including the cover page, inside cover and attached appendices, is provided to furnish information regarding the bonds captioned above (the "**Bonds**") to be issued by the City of Stockton (the "**City**") on behalf of Improvement Area 2 ("**Improvement Area 2**") of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) (the "**District**").

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See "APPENDIX H – Summary of Certain Provisions of the Fiscal Agent Agreement."

INTRODUCTION

This introduction is not a summary of the entire Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained throughout the Official Statement, including the cover page, inside cover and attached appendices, and documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

Authority for Issuance. The Bonds are issued pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311, *et seq*., of the Government Code of the State of California) (the "**Act**") and pursuant to a Fiscal Agent Agreement dated as of July 1, 2022 (the "**Fiscal Agent Agreement**") between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "**Fiscal Agent**"), and a resolution (the "**Resolution of Issuance**") adopted on [June 14], 2022 by the City Council of the City (the "**City Council**"), as legislative body of the District. See "THE BONDS – Authority for Issuance."

The City and the County. The City boundaries encompass approximately 64.8 square miles in the center of San Joaquin County (the "**County**") in California's San Joaquin Valley, 78 miles east of the San Francisco Bay area, 345 miles north of San Francisco and 45 miles south of Sacramento. The City is a municipal corporation and a charter city, duly organized and existing under the constitution and laws of the State. For economic and demographic

* Preliminary; subject to change.

information regarding the City and the County, see "APPENDIX D – San Joaquin County and City of Stockton Demographic Information."

Description of the Bonds. The Bonds will be issued in denominations of $5,000 or any integral multiple of $5,000. Interest is payable semiannually on each March 1 and September 1, commencing March 1, 2023. The Bonds will be initially issued only in book-entry form and registered to Cede & Co. as nominee of The Depository Trust Company ("**DTC**"), which will act as securities depository of the Bonds. Principal and interest (and premium, if any) on the Bonds is payable by the Fiscal Agent to DTC, which remits such payments to its Participants for subsequent distribution to the registered owners as shown on the Fiscal Agent's books. See "THE BONDS."

Use of Proceeds. Proceeds of the Bonds will primarily be used to finance a portion of the costs of acquiring and constructing certain public infrastructure improvements authorized to be financed by the District (the "**Improvements**," as described herein). The Improvements consist generally of roadway, water, drainage, wastewater, and other infrastructure improvements necessary for completion of development of property within Improvement Area 1 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) ("**Improvement Area 1**") and Improvement Area 2. The cost of a portion of the Improvements will be reimbursed by the proceeds of the Bonds and may also be reimbursed using pay-as-you go financing from the Special Tax. See "THE IMPROVEMENTS." Proceeds of the Bonds will also be used to establish a reserve fund (described below) available for payment on the Bonds, to pay capitalized interest on a portion of the Bonds through September 1, 2023, and to provide initial administration costs and to pay the costs of the issuance of the Bonds.

The District and the Improvement Areas. The District, together with Improvement Area 1 and Improvement Area 2 therein, were formed in June 2018 with a maximum bond authorization of $75,000,000, allocated $15,000,000 to Improvement Area 1 and $60,000,000 to Improvement Area 2. In January 2022, certain parcels that were formerly within Improvement Area 2 were moved into newly established Improvement Area 3 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) ("**Improvement Area 3**") and Improvement Area 4 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) ("**Improvement Area 4**"). Improvement Area 1, Improvement Area 2, Improvement Area 3, and Improvement Area 4 are collectively referred to as the "**Improvement Areas**." ***The Bonds will be the first and only "new money" series to be issued for Improvement Area 2; the Bonds are only payable from net Special Taxes levied in Improvement Area 2, as described herein.***

Land within the District (consisting of the four Improvement Areas) is known as the "Westlake Villages Development," and is planned to develop into 2,163 homes ranging in size from 1,400 to 3,500 square feet. When fully developed, it is planned to include a master-planned portion dedicated to 55+ living, multiple neighborhood parks, a school site and a series of man-made lakes to aid in flood control. It is bounded on the west by Bishop Cut, on the north by Eight Mile Road, on the east by Regatta Lane and on the south by Disappointment Slough. Land in the District is part of a larger development being undertaken in the area. See "THE DISTRICT AND IMPROVEMENT AREA 2" for additional information.

Ownership and Development of Property. Stockton Westlake Investment, LLC, a California limited liability company ("**Stockton Westlake Investment, LLC**"), previously owned all the land in Improvement Area 2. Eight Mile Development, Inc., a California corporation (the "**Master Developer**"), which is affiliated with Stockton Westlake Investment, LLC, has

constructed and is continuing to construct the backbone infrastructure necessary for all 292 lots within Improvement Area 2.

The Master Developer has obtained final maps for all 292 residential lots, and sold the lots, in finished condition, to two merchant builders (together, the "**Merchant Builders**"): 208 lots to Richmond American Homes of Maryland, Inc. ("**Richmond American Homes**") and 84 lots to Meritage Homes California, Inc. ("**Meritage Homes**"). All of the required backbone and in-tract improvements are in place, including paved access and public utilities to the lots. As of April 15, 2022, 56 homes were under construction. See "OWNERSHIP AND DEVELOPMENT OF PROPERTY WITHIN IMPROVEMENT AREA 2."

As of April 15, 2022, ownership of land in Improvement Area 2 and the appraised value of such land was as follows:

Owner	Appraised Value
Richmond American Homes (208 lots*)	$40,652,544
Meritage Homes (84 lots*)	17,358,912
Total	***$58,011,456***

* For each Merchant Builder, ownership includes improved lots and homes under construction.
Source: The Appraisal.

See "OWNERSHIP AND DEVELOPMENT OF PROPERTY WITHIN IMPROVEMENT AREA 2" for additional details on the Master Developer, the Merchant Builders, and the ongoing development in Improvement Area 2.

Security and Sources of Payment for the Bonds. The City Council annually levies special taxes on the property in Improvement Area 2 (the "**Special Taxes**") in accordance with the Rate and Method of Apportionment for Improvement Area 2 of City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) (the "**Special Tax Formula**"), which is attached as APPENDIX A to this Official Statement. The Bonds are secured by and payable from a first pledge of the "**Net Taxes,**" which are comprised of Gross Taxes less Administrative Expenses. "**Gross Taxes**" is defined in the Fiscal Agent Agreement as the proceeds of the Special Taxes received by the City, including any scheduled payments and any prepayments thereof and interest thereon, and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes to the amount of said lien and interest thereon. "Gross Taxes" does not include any penalties collected in connection with delinquent Special Taxes or any interest in excess of the interest due on the Bonds. The Bonds are also secured by certain funds and accounts established and held under the Fiscal Agent Agreement. In particular, a debt service reserve fund (the "**Reserve Fund**"), and within the Reserve Fund, the "**2022 Reserve Account**," established in connection with the issuance of the Bonds in an amount equal to the Reserve Requirement (as defined herein) for the Bonds as of their date of delivery. See "SECURITY FOR THE BONDS."

Pursuant to the Act, the Resolution of Issuance, and the Fiscal Agent Agreement, so long as any Bonds are outstanding, the City will annually levy the Special Tax against all land within Improvement Area 2 taxable under the Act in accordance with the Special Tax Formula and to make provision for the collection of the Special Tax in amounts which will be sufficient to pay interest on, principal of and redemption premium (if any) on the Bonds as such becomes due and payable and to replenish the Reserve Fund as necessary. See "SECURITY FOR THE BONDS – Special Tax Methodology" and "APPENDIX A – Rate and Method of Apportionment of Special Tax."

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of any of the parcels within Improvement Area 2. In the event of delinquency, proceedings may be conducted only against the real property on which the Special Tax is delinquent. The unpaid Special Taxes are not required to be paid upon sale of property within Improvement Area 2.

Covenant to Foreclose. The City has covenanted in the Fiscal Agent Agreement to cause foreclosure proceedings to be commenced and prosecuted against certain parcels with delinquent installments of the Special Taxes. For a more detailed description of the foreclosure covenant, see "SECURITY FOR THE BONDS – Delinquent Payments; Teeter Plan; Covenant for Superior Court Foreclosure."

Additional Bonds for Refunding Purposes Only. The Fiscal Agent Agreement provides that additional bonds secured by the Net Taxes may be issued by the City only for the purpose of refunding then-Outstanding Bonds. See "SECURITY FOR THE BONDS – Additional Bonds for Refunding Purposes Only."

Value Estimate of Property in Improvement Area 2. Taxable real property within Improvement Area 2 is security for the Special Tax securing the Bonds and is comprised of both developed and undeveloped property. To obtain an estimate of the value of taxable property in Improvement Area 2, the City ordered an appraisal (the "**Appraisal**"), prepared by Integra Realty Resources, Sacramento, California (the "**Appraiser**"), with an April 15, 2022 date of value. The Appraisal is described herein under the caption "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA 2 AND SPECIAL TAX BURDEN – The Appraisal" and attached hereto in its entirety as APPENDIX B. The Appraisal estimates the value of the properties which are subject to the Special Tax as of the date of value of approximately $58,010,000. See the Appraisal in APPENDIX B.

Based upon the $58,010,000 appraised value of taxable property in Improvement Area 2 and an estimated principal amount of Bonds of $10,625,000*, as well as overlapping land-secured debt attributable to those parcels, for a total direct and overlapping land-secured debt amount of $10,625,000*, the value-to-lien ratio for such property is approximately 5.46* to 1; provided, however, that the value-to-lien ratio of individual parcels may vary significantly. See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA 2 AND SPECIAL TAX BURDEN – Value to Special Tax Burden Ratios."

Market Absorption Report. In connection with the issuance of the Bonds, the City hired The Gregory Group, Folsom, California (the "**Absorption Consultant**") to perform market absorption study services related to the development of the land in Improvement Area 2. The Absorption Consultant's report (the "**Absorption Report**") describes the planned development based on information available as of May 2022, and is attached hereto as APPENDIX C. The Absorption Consultant estimates that the 292 single-family residential homes planned for Improvement Area 2 will be absorbed in less than 2 years, with final sales to homeowners in calendar year 2024, in accordance with the absorption schedule set forth in the Absorption Report and summarized herein. See "THE DISTRICT AND IMPROVEMENT AREA 2 – Market Absorption Report" and APPENDIX C.

* Preliminary; subject to change.

Redemption of Bonds Before Maturity. The Bonds are subject to optional redemption, mandatory sinking fund redemption and special mandatory redemption from prepaid Special Taxes. See "THE BONDS – Redemption."

Risk Factors Associated with Purchasing the Bonds. Investment in the Bonds involves risks that may not be appropriate for some investors. See "SPECIAL RISK FACTORS" for a discussion of certain risk factors which should be considered, in addition to the other matters set forth in this Official Statement, in considering the investment quality of the Bonds. ***In particular, no assurance can be given that the timing of construction of homes and/or sale of homes projected by the Merchant Builders in this Official Statement will be accomplished. Neither the City nor the Underwriter can predict the impact of COVID-19 on home production and home sales activities or the willingness of owners of land in Improvement Area 2, including the Merchant Builders or any subsequent owner, to pay the Special Taxes securing the Bonds. See "SPECIAL RISK FACTORS – COVID-19."***

Limited Obligation of the City. The Bonds, the interest thereon, and any premiums payable on the redemption of any Bonds, are not an indebtedness of the City (except to the limited extent described in this Official Statement), the State of California (the "**State**") or any of their respective political subdivisions. None of the City (except to the limited extent described in this Official Statement), the State or any of its political subdivisions is liable for the Bonds. Neither the faith and credit nor the taxing power of the City (except to the limited extent described in this Official Statement) or the State or any of their respective political subdivisions is pledged to the payment of the Bonds. Other than the Net Taxes, no taxes are pledged to the payment of the Bonds. The Bonds do not constitute a general obligation of the City, but are limited obligations of the City payable solely from the Net Taxes as more fully described in this Official Statement.

Summary of Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors' rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. See "APPENDIX H – Summary of Certain Provisions of the Fiscal Agent Agreement." The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the City, the District or Improvement Area 2 since the date hereof.

SOURCES AND USES OF FUNDS

A summary of the estimated sources and uses of funds associated with the sale of the Bonds follows.

Sources	
Principal Amount of Bonds	$
Plus/Less: [Net] Original Issue Premium/Discount	
Total Sources	$
Uses	
Improvement Fund	$
Deposit to Interest Account [1]	
Deposit to 2022 Reserve Account of Reserve Fund [2]	
Costs of Issuance [3]	
Total Uses	$

[1] Capitalized interest will be used to pay a portion of debt service on the Bonds through Sept. 1, 2023.
[2] Equal to the Reserve Requirement with respect to the Bonds as of their date of delivery.
[3] Includes, among other things, the fees and expenses of Bond Counsel and Disclosure Counsel, the Fiscal Agent, the Appraiser, the Absorption Consultant, the Special Tax Administrator, and the Municipal Advisors, Underwriter's discount, as well as the cost of printing the preliminary and final Official Statements.

THE BONDS

This section generally describes certain of the terms of the Bonds contained in the Fiscal Agent Agreement. See "APPENDIX H – Summary of Certain Provisions of the Fiscal Agent Agreement."

Authority for Issuance

The Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution of Issuance, and the Act. On June 19, 2018, the City Council adopted Resolution No. 2018-06-19-1502-01 (the "**Resolution of Formation**"), which formed the District and Improvement Area 2 therein. The District was established and authorized to incur bonded indebtedness in an aggregate principal amount not to exceed $60,000,000 for Improvement Area 2 at a special election in the District held on the same day. *The Bonds will be the first and only "new money" series to be issued for Improvement Area 2. Additional Bonds secured by the Net Taxes may be issued by the City only for the purpose of refunding then-Outstanding Bonds.*

Description of the Bonds

The Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("**DTC**"), and will be available to ultimate purchasers in the denomination of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. Ultimate purchasers of Bonds will not receive physical certificates representing their interest in the Bonds. So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the Bonds.

Payments of the principal, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the Bonds. Disbursements of such payments to DTC's participants is the responsibility of DTC, and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's participants and indirect participants, as more fully described in "APPENDIX G – DTC and the Book-Entry Only System."

The Bonds will be dated as of, and bear interest from, the date of their delivery at the rates contained, and mature in the amounts and years shown on the inside cover page of this Official Statement.

The principal of, and any redemption premium due with respect to, the Bonds will be payable in lawful money of the United States of America at the principal corporate trust office of the Fiscal Agent in San Francisco, California, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the Bonds. Interest on the Bonds, computed on the basis of a 360-day year consisting of twelve 30-day months, will be paid in lawful money of the United States of America semiannually on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing March 1, 2023.

Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the calendar month preceding the Interest Payment Date (the "**Record Date**"), or by wire

transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of $1,000,000 or more in aggregate principal amount of Bonds; provided that so long as any Bonds are in book-entry form, payments with respect to such Bonds will be made by wire transfer, or such other method acceptable by the Fiscal Agent, to DTC. See "APPENDIX G – DTC and the Book-Entry Only System."

Each Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the dated date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's direct participants and indirect participants, as more fully described herein. See "APPENDIX G – DTC and the Book-Entry Only System."

Redemption*

Optional Redemption. The Bonds are subject to optional redemption from any source of available funds prior to maturity, in whole, or in part among maturities as specified by the City and by lot within a maturity, on any date on or after September 1, _____, at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, _____ through August 30, ____	
September 1, _____ through August 30, ____	
September 1, _____ through August 30, ____	
September 1, _____ and any date thereafter	

Mandatory Redemption from Prepayments. The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

* Preliminary; subject to change.

Redemption Dates	Redemption Price
Interest Payment Dates through March 1, _____	
September 1, _____ and March 1, _____	
September 1, _____ and March 1, _____	
September 1, _____ and Interest Payment Dates thereafter	

Mandatory Sinking Fund Redemption. The Bonds maturing September 1, ____ and September 1, ____ (the "**Term Bonds**") are subject to mandatory sinking payment redemption in part on September 1, ____ and September 1, ____, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Due September 1, ____

Mandatory Redemption Date (September 1)	Sinking Fund Payment

Term Bonds Due September 1, ____

Mandatory Redemption Date (September 1)	Sinking Fund Payment

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the Term Bonds.

Purchase In Lieu of Redemption. In lieu of redemption, moneys in the Redemption Account may be used and withdrawn by the Fiscal Agent for purchase of outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the principal office of the Fiscal Agent; but such mailing is not a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such Bonds.

Such notice will state the redemption date and the redemption price and, if less than all of the then outstanding Bonds are to be called for redemption, will designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed by giving the individual CUSIP number and Bond number of each Bond to be redeemed or will state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, will state as to any Bond called in part the principal amount thereof to be redeemed, and will require that such Bonds be then surrendered at the principal office of the Fiscal Agent for redemption at the said redemption price, and will state that further interest on such Bonds will not accrue from and after the redemption date.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the Bonds of any maturity, the Fiscal Agent will select the Bonds to be redeemed, from all Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion deems appropriate. Upon surrender of Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the registered Owner, at the expense of the City, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

City's Right to Rescind. The City has the right to rescind any notice of the optional redemption of Bonds and such notice may be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption. Neither the City nor the Fiscal Agent will have any liability to the Owners of the Bonds or any other party related to any such rescission of redemption.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the Bonds so called for redemption are deposited in the Redemption Account, such Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Transfer or Exchange of Bonds

So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of Bonds will be made in accordance with DTC procedures. See APPENDIX G. Any Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any Bond(s) will be surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new Bond(s), for a like aggregate principal amount of Bond(s) of authorized denominations and of the same maturity. The City will pay the cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange.

No transfers or exchanges of Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after that Bond has been selected for redemption.

SECURITY FOR THE BONDS

Pledge of Special Taxes

The Bonds are secured by and payable from a first pledge of the Net Taxes. The Bonds are secured by and payable from a first pledge of the "**Net Taxes,**" which are comprised of Gross Taxes less Administrative Expenses. "**Gross Taxes**" is defined in the Fiscal Agent Agreement as the proceeds of the Special Taxes received by the City, including any scheduled payments and any prepayments thereof and interest thereon, and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes to the amount of said lien and interest thereon. "Gross Taxes" does not include any penalties collected in connection with delinquent Special Taxes or any interest in excess of the interest due on the Bonds.

The Bonds are also secured by the Reserve Fund held under the Fiscal Agent Agreement and, subject to prior disbursement to pay costs of the Improvements, moneys in the Improvement Fund. Until disbursed as provided in the Fiscal Agent Agreement, moneys in the Special Tax Fund, are pledged to the payment of the principal of, and interest and any premium on, the Bonds, as provided in the Fiscal Agent Agreement and in the Act, until all the Bonds have been paid and retired, or until moneys or Federal Securities have been set aside irrevocably for that purpose.

The Improvements are not pledged to pay the debt service on the Bonds. Any proceeds of condemnation, destruction or other disposition of any Improvements are not pledged to pay the debt service on the Bonds and are free and clear of any lien or obligation imposed under the Fiscal Agent Agreement.

Special Taxes

A Special Tax applicable to each taxable parcel in Improvement Area 2 will be levied and collected according to the tax liability determined by the City Council through the application of the Special Tax Formula, the complete copy of which is set forth in APPENDIX A hereto, for all taxable properties in Improvement Area 2. Interest and principal on the Bonds are payable from the annual Special Taxes to be levied and collected on taxable property within Improvement Area 2, from amounts held in the funds and accounts established under the Fiscal Agent Agreement (other than the Rebate Fund) and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes. For purposes of this Official Statement, DTA has served as special tax consultant to the City (the "**Special Tax Consultant**") and prepared certain information regarding the Special Taxes applicable to Improvement Area 2.

Under the Special Tax Formula, taxable parcels in Improvement Area 2 are subject to both (i) "**Special Tax A**," which is levied for public facilities, and (ii) "**Special Tax B**" which is levied for public services. ***Only Special Tax A is pledged to the Bonds and all references in this Official Statement to the Special Tax securing the Bonds means "Special Tax A" as defined in the Special Tax Formula.***

The Special Taxes are exempt from the property tax limitation of Article XIIIA of the California Constitution, pursuant to Section 4 thereof as a "special tax" authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City pursuant to the Act in an amount determined according to the Special Tax Formula approved by

the City. See "–Special Tax Methodology" below and "APPENDIX A – Rate and Method of Apportionment of Special Tax."

The amount of Special Taxes that Improvement Area 2 may levy in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within Improvement Area 2 which are set forth as the "Maximum Special Tax A" for facilities in the Special Tax Formula (the "**Maximum Annual Special Tax**"). Under the Special Tax Formula, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount, not in excess of the annual Maximum Annual Special Tax. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Special Tax Formula apportions the Annual Costs (as defined in the Special Tax Formula and described below) among the taxable parcels of real property within Improvement Area 2 according to the rate and methodology set forth in the Special Tax Formula. See "–Special Tax Methodology" below. See also "APPENDIX A – Rate and Method of Apportionment of Special Tax."

The City may levy the Special Tax at the Maximum Annual Special Tax rate, which has been authorized by the qualified electors within Improvement Area 2, as set forth in the Special Tax Formula, if conditions so require. Because each year's Special Tax levy is limited to the Maximum Annual Special Tax rates authorized as set forth in the Special Tax Formula, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Annual Costs will in fact be collected in any given year. See "SPECIAL RISK FACTORS – Levy and Collection of the Special Tax" herein. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

Special Tax Methodology

The Special Tax authorized under the Act applicable to land within Improvement Area 2 will be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate as described in the Special Tax Formula set forth in "APPENDIX A – Rate and Method of Apportionment of Special Tax" and in accordance with the Act. See "SPECIAL RISK FACTORS – Levy and Collection of Special Tax." Capitalized terms set forth in this section and not otherwise defined have the meanings set forth in the Special Tax Formula.

Determination of Special Tax Requirement for Facilities. Each year, the City will determine the "**Special Tax Requirement for Facilities**," which includes the following items (less any applicable credits for available revenues):

(i) Debt Service on bonds issued for Improvement Area 2;
(ii) any amounts needed to replenish bond reserve funds;
(iii) pay Administrative Expenses;
(iv) an amount equal to Special Tax delinquencies reasonably anticipated for such year and for previous year's delinquencies in excess of the amount estimated for such year; and
(v) pay-as-you-go construction expenditures for authorized improvements.

The calculation of the Special Tax Requirement for Facilities is the basis for the amount of Special Tax to be levied within Improvement Area 2. In no event may the City levy a Special Tax in any year above the Maximum Annual Special Tax identified for each parcel in the Special Tax Formula.

Parcels Subject to the Special Tax. Each Fiscal Year, all Taxable Property within Improvement Area 2 shall be classified as Developed Property, Final Mapped Property, Undeveloped Property, Taxable Property Owner Association Property, or Taxable Public Property and shall be subject to Special Taxes in accordance with the Special Tax Formula determined pursuant to the provisions thereof. Residential Property shall be assigned to Land Use Classes 1 through 5 as listed in Table 1 in the Special Tax Formula based on the description and the Residential Floor Area for each Dwelling Unit. Non-Residential Property shall be assigned to Land Use Class 6.

Transition Year. A portion of the Maximum Special Tax A will transition from being used for public facilities to public services as described in the Special Tax Formula as of the Transition Year. "**Transition Year**" means the first year in which the CFD Administrator determines that the Transition Event has occurred in the prior Fiscal Year, and "**Transition Event**" means the earlier of (i) July 1, 2068 or (ii) the Fiscal Year when the CFD Administrator determines that the following events have occurred: (i) all Bonds secured by the levy and collection of Special Tax A in the CFD have been fully repaid, (ii) all Administrative Expenses from prior Fiscal Years have been paid or reimbursed to the City, and (iii) there are no other Authorized Facilities that the City intends to fund with Bonds and Facilities Taxes.

Assigned Special Tax A and Backup Special Tax A. The Maximum Special Tax A for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax A and (ii) the amount derived by application of the Backup Special Tax A. In the Transition Year and each Fiscal Year thereafter, no Special Tax A shall be levied on Undeveloped Property, unless there are delinquent Special Tax A amounts on a Parcel of Undeveloped Property, in which case such delinquent Special Tax A amounts can continue to be levied against a parcel until they are collected.

Developed Property. Residential Property shall be assigned to Land Use Classes 1 through 5 as listed in Table 1 to the Special Tax Formula based on the Residential Floor Area for each Dwelling Unit. Non-Residential Property shall be assigned to Land Use Class 6. The Assigned Special Tax that shall be levied in Fiscal Year 2019-2020 for each Assessor's Parcel classified as Developed Property is shown on Table 1 to the Special Tax Formula. The Backup Special Tax A for an Assessor's Parcel of Developed Property shall equal $18,060 per Acre for Fiscal Year 2019-2020. On each July 1, the Assigned Special Tax A and the Backup Special Tax A shall be increased by an amount equal to two percent (2.00%) of the amount in effect for the previous Fiscal Year.

Furthermore, all Assessor's Parcels shall be relieved simultaneously and permanently from the obligation to pay and disclose the Backup Special Tax A if the CFD Administrator calculates that (i) the annual debt service required for the Outstanding Bonds, when compared to the Assigned Special Tax A that could be levied against all Assessor's Parcels of Developed Property, results in 110% debt service coverage (i.e., the Assigned Special Tax A that could be levied against all Developed Property in each remaining Fiscal Year based on the then existing development is at

least equal to the sum of (a) 1.10 times the debt service necessary to support the remaining Outstanding Bonds in each corresponding Fiscal Year, and (b) the Administrative Expenses as defined in Section A of the Special Tax Formula), and (ii) all authorized Bonds have already been issued or the City has covenanted that it shall not issue any additional Bonds (except refunding bonds) to be supported by the Assigned Special Taxes.

In some instances, an Assessor's Parcel of Developed Property may contain more than one (1) Land Use Class. The Special Taxes levied on an Assessor's Parcel shall be the sum of the Special Taxes for all Land Use Classes located on that Assessor's Parcel. If an Assessor's Parcel of Developed Property includes both Residential Property and Non-Residential Property, the Acreage to be assigned to the Non-Residential Property for purposes of establishing the annual Special Tax A shall equal the Non-Residential Floor Area on the Assessor's Parcel divided by Total Floor Area on the Assessor's Parcel multiplied by the Acreage of the Assessor's Parcel. Furthermore, for a condominium plan, if only a portion of its building permits have been issued, the remaining portion of the condominium plan shall be considered Final Mapped Property. The CFD Administrator's allocation to each type of property shall be final.

Final Mapped Property, Undeveloped Property, and Other Categories. The Fiscal Year 2019-2020 Maximum Special Tax for each Assessor's Parcel of Final Mapped Property, Undeveloped Property, Taxable Property Owner Association Property, and Taxable Public Property shall be $18,060 per Acre. On each July 1, the Maximum Special Tax for Final Mapped Property, Undeveloped Property, Taxable Property Owner Association Property, and Taxable Public Property shall be increased by an amount equal to two percent (2.00%) of the amount in effect for the previous Fiscal Year.

Annual Levy of Special Tax A. Commencing with Fiscal Year 2018-2019 and for each following Fiscal Year, the CFD Administrator shall determine the Special Tax A Levy as follows:

First: The Assigned Special Tax A shall be levied on each Assessor's Parcel of Developed Property in an amount equal to 100% of the applicable Assigned Special Tax A for Developed Property.

Second: If additional monies are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Special Tax A shall be levied Proportionately on each Assessor's Parcel of Final Mapped Property until (i) the total Special Taxes levied under the first two steps listed in this Section D equal the Special Tax A Requirement, or (ii) the Special Taxes levied on Final Mapped Property equal 100% of the Maximum Special Tax, whichever comes first.

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps have been completed, the Special Tax A shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property until (i) the total Special Taxes levied under the first three steps listed in this Section D equal the Special Tax A Requirement, or (ii) the Special Tax A levied on Undeveloped Property equals 100% of the Maximum Special Tax A, whichever occurs first.

Fourth: If additional monies are needed to satisfy the Special Tax A Requirement after the first three steps have been completed, then the levy of the Special Tax A on each

Assessor's Parcel of Developed Property for which the Maximum Special Tax A is determined through the application of the Backup Special Tax A shall be increased in equal percentages from the Assigned Special Tax A up to 100% of the Maximum Special Tax A for each such Assessor's Parcel of Developed Property until (i) the total Special Taxes levied under the first four steps listed in this Section D equal the Special Tax A Requirement, or (ii) the Special Taxes levied on all Developed Property equal 100% of the Maximum Special Tax A for Developed Property, whichever occurs first.

Fifth: If additional monies are needed to satisfy the Special Tax A Requirement after the first four steps have been completed, the Special Tax A shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property until (i) the total Special Taxes levied under the first five steps listed in this Section D equal the Special Tax A Requirement, or (ii) the Special Taxes levied on all Taxable Property Owner Association Property equal 100% of the Maximum Special Tax A for Property Owner Association Property, whichever occurs first.

Sixth: If additional monies are needed to satisfy the Special Tax A Requirement after the first five steps have been completed, the Special Tax A shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property until (i) the total Special Taxes levied under the first six steps listed in this Section D equal the Special Tax A Requirement, or (ii) the Special Taxes levied on all Taxable Public Property equal 100% of the Maximum Special Tax A for Taxable Public Property, whichever occurs first.

Notwithstanding the above, the CFD Administrator or its designee may, in any Fiscal Year, levy Proportionately less than 100% of the Assigned Special Tax A in the first step (above), when (i) the City is no longer required to levy the Special Tax A beyond the first step (above) in order to meet the Special Tax A Requirement; and (ii) all authorized Bonds have already been issued or the City has covenanted that it will not issue any additional Bonds (except refunding bonds), to be supported by the Special Tax A.

Termination of the Special Tax. The Special Tax will be levied and collected (up to maximum allowable amount) for as long as needed to pay the principal and interest on the Bonds and other costs incurred in order to construct and acquire the authorized public facilities; provided, however, the Special Tax may not be levied after fiscal Year 2068-69.

Prepayment of the Special Tax. The Special Tax Formula provides that landowners may permanently satisfy all or a portion of the Special Tax by a cash settlement with the City. The amount of the prepayment required is to be calculated according to a formula set forth in the Special Tax Formula, which is generally based on the Parcel's share of the outstanding Bonds, remaining facilities costs which have not been bonded, the Reserve Fund, fees, call premiums, negative arbitrage and any expenses incurred by the City in connection with the prepayment and expected future facilities costs.

Annual Special Tax; Maximum Special Tax

The annual Special Tax will be calculated by the City and levied each year to meet the Special Tax Requirement for Facilities. However, in no event may the City levy a Special Tax in any year above the Maximum Annual Special Tax identified for each parcel in the Special Tax Formula. See "APPENDIX A – Rate and Method of Apportionment of Special Tax."

In addition to the maximum annual Special Tax rate limitation in the Special Tax Formula, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. The debt service on the Bonds has been structured so that an annual Special Tax levy only on residential properties will be sufficient for annual payments on the Bonds, however in cases of significant delinquencies, default in the payment of principal of and interest on the Bonds may occur.

The Special Tax levy may include a pay-as-you-go component. The Special Tax Formula provides a mechanism whereby the City may utilize the pay-as-you-go component to pay for and/or reimburse developers of property in Improvement Area 2 for a portion of the cost of Improvements not funded by proceeds of the bonds issued for Improvement Area 2. In the event it is utilized, proceeds of the annual Special Tax levy will first be used to pay the Annual Costs other than pay-as-you-go expenditures and second, if the levy included a pay-as-you-go component, for authorized facilities costs not funded from Bond proceeds.

Levy and Collection of Special Taxes

The City shall cause Special Taxes in an amount corresponding to the Special Tax Requirement for Facilities to be levied each Fiscal Year in accordance with the Ordinance such that the computation of the levy is complete before the final date on which the County Treasurer-Tax Collector will accept the transmission of the Special Tax amounts for the parcels within Improvement Area 2 for inclusion on the next secured real property tax roll. Upon the completion of the computation of the amounts of the levy, the City shall prepare or cause to be prepared, and shall transmit to the County Treasurer-Tax Collector such data as the County Treasurer-Tax Collector requires to include the levy of the Special Taxes on the next secured real property tax roll.

The City shall fix and levy the amount of Special Taxes within Improvement Area 2 required for the payment of principal of and interest on any outstanding Bonds of Improvement Area 2 becoming due and payable during the ensuing Bond Year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the rate and method of apportionment of the Special Taxes for Improvement Area 2 and the Ordinance. In any event, the Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings pursuant to the Resolution of Formation.

The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property.

Special Tax Fund

The City covenants that it will receive Net Taxes in trust for the Owners and will instruct the Chief Financial Officer to deposit all Net Taxes with the Fiscal Agent at least three Business Days prior to each Interest Payment Date, and the City shall have no beneficial right or interest in the amounts so deposited, except as provided by this Agreement. All such Net Taxes shall

be disbursed, allocated and applied solely to the uses and purposes set forth in this Agreement, and shall be accounted for separately and apart from all other money, funds, accounts or other resources of the City.

Pursuant to the Fiscal Agent Agreement, the Fiscal Agent establishes as a separate fund to be held by the Fiscal Agent for the benefit of the owners of the Bonds, the Special Tax Fund. The Fiscal Agent is required to deposit the Special Taxes in the Special Tax Fund and thereafter transfer the Net Taxes on the dates and in the amounts in the following order of priority:

(1) To the Interest Account of the Special Tax Fund, at least one Business Day prior to each Interest Payment Date, the amount required to pay interest the Bonds on the immediately succeeding Interest Payment Date; provided, that to the extent that deposits have been made in the Interest Account from the proceeds of the sale of an issue of the Bonds, or otherwise, the transfer from the Special Tax Fund need not be made;

(2) To the Principal Account of the Special Tax Fund, at least one Business Day prior to each Interest Payment Date, the amount required to pay principal of the Bonds (including mandatory sinking fund payments) on the immediately succeeding Interest Payment Date; provided, that to the extent that deposits have been made in the Interest Account from the proceeds of the sale of an issue of the Bonds, or otherwise, the transfer from the Special Tax Fund need not be made;

(3) To the Redemption Account of the Special Tax Fund, moneys needed for the purpose of redeeming Bonds called for optional redemption prior to maturity, to be applied on or after the redemption date to the payment of principal, interest and premiums, if any, on the Bonds to be redeemed;

(4) To the Reserve Fund, after taking into account amounts then on deposit in the Reserve Fund, the amounts needed so that the amount in the Reserve Fund equals the Reserve Requirement; and

(5) To the Surplus Fund, as soon as practicable after each September 2, all remaining amounts in the Special Tax Fund. The amounts in the Surplus Fund are not pledged to the repayment of the Bonds and may be used by the City for any lawful purpose. Moneys deposited in the Surplus Fund shall be transferred by the Fiscal Agent upon the direction of the City.

Reserve Fund

The Fiscal Agent Agreement establishes the Reserve Fund, and within the Reserve Fund, the 2022 Reserve Account, to be held by the Fiscal Agent, to the credit of which a deposit shall be made upon issuance of the Bonds in the amount of the Reserve Requirement with respect to the Bonds as of the date of their delivery.

Moneys in the 2022 Reserve Account of the Reserve Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds as a reserve for the payment of principal of, and interest on, the Bonds and will be subject to a lien in favor of the Owners of the Bonds. Unless otherwise set forth in a Supplemental Agreement, for each Series of Additional Bonds covered by the Reserve Fund, the Fiscal Agent shall establish a separate account within the

Reserve Fund for each such Series, which account shall be maintained purely for accounting purposes, and amounts in all accounts within the Reserve Fund shall be pledged to all Bonds equally and ratably.

Upon delivery of the Bonds, the amount on deposit in the 2022 Reserve Account of the Reserve Fund will be established by depositing certain proceeds of the Bonds in the amount of the "**Reserve Requirement**" for the Bonds, which means , as of the date of any calculation, an amount equal to the lesser of (a) Maximum Annual Debt Service on the respective Outstanding Bonds covered by the Reserve Fund, (b) 125% of the average Annual Debt Service on the respective Outstanding Bonds covered by the Reserve Fund, or (c) 10% of the original principal amount of the respective Bonds covered by the Reserve Fund (or the issue price of the respective Bonds excluding accrued interest, if the net original issue discount or premium is less than 98% or more than 102% of the principal amount of the respective Bonds), as calculated by the City. However, in no event will the City, in connection with the issuance of Additional Bonds covered by the Reserve Fund be obligated to deposit an amount in the Reserve Fund which is in excess of the amount permitted by the applicable provisions of the Tax Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, in the event the amount of any such deposit into the Reserve Fund is so limited, the Reserve Requirement will, in connection with the issuance of such Additional Bonds, be increased only by the amount of such deposit as permitted by the Code, and Improvement Area 2 may meet all or a portion of the Reserve Requirement by depositing a Qualified Reserve Fund Credit Instrument in the Reserve Fund as described above.

The City is required to maintain an amount of money or other security equal to the Reserve Requirement in the Reserve Fund at all times that the Bonds are outstanding. Except as otherwise provided in the Fiscal Agent Agreement, all amounts deposited in the Reserve Fund will be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Special Tax Fund in the event of any deficiency of the amount required for payment of the principal of, and interest on, the Bonds on such Interest Payment Date.

Whenever the amount in the Reserve Fund exceeds the then applicable Reserve Requirement, the Fiscal Agent will transfer an amount equal to the excess from the Reserve Fund to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Special Tax Fund to be used for the payment of the principal of and interest on the Outstanding Bonds, except that investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the Federal government to comply with rebate requirements.

The City has the right at any time to cause the Fiscal Agent to release funds from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent, the Fiscal Agent will transfer such funds from the Reserve Fund to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its

expiration). Any Qualified Reserve Fund Credit Instrument deposited with the Fiscal Agent shall contain instructions to the Fiscal Agent with respect to the purpose and use thereof.

Under the Fiscal Agent Agreement, a "**Qualified Reserve Fund Credit Instrument**" is defined as an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company, provided that all of the following requirements are met: (a) the long-term credit rating of such bank or insurance company is rated at the time of issuance in the "AA" category or higher by S&P or Moody's (without regard to qualifier); (b) such letter of credit or surety bond has a term of at least 12 months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Special Tax Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement or the amount to be restored to the Reserve Fund if not timely renewed or extended.

If a Qualified Reserve Fund Credit Instrument were obtained in the future, and the long-term credit rating of the provider thereof was downgraded after the date of issuance of such Qualified Reserve Fund Credit Instrument, the City would not be obligated to replace the Qualified Reserve Fund Credit Instrument or otherwise fund the Reserve Fund.

Delinquent Payments; Teeter Plan; Covenant for Superior Court Foreclosure

General. The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City's option, the Special Taxes may be billed directly to property owners or collected at a different time to meet the City's financial obligations. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor.

Teeter Plan. In 1949, the California Legislature enacted an alternative method for the distribution of property taxes to local agencies. This method, commonly known as the Teeter Plan, is set forth in Sections 4701-4717 of Revenue and Taxation Code of the State of California. The San Joaquin County Board of Supervisors (the "Board of Supervisors") approved implementation of the Teeter Plan in November 1993, both as to general and special taxes entered and collected on the secured tax roll.

Generally, the Teeter Plan provides for a tax distribution procedure by which secured roll taxes, special taxes and assessments are distributed to taxing agencies within a county included in the Teeter Plan on the basis of the tax levy, rather than on the basis of actual tax collections. A county then receives all future delinquent tax payments, penalties and interest, and a complex tax redemption distribution system for all taxing agencies is avoided. In connection with the Teeter Plan, a county can advance to the participating taxing agencies an amount equal to 95% of the total then-prior years' delinquent secured property taxes, 100% of the total then-prior years' delinquent secured special taxes, including the associated penalties and interest, and 100% of the then-current year's secured roll levy.

The Teeter Plan remains in effect unless the Board of Supervisors orders discontinuance. The County policy provides that it may order discontinuance of the Teeter Plan as to special taxes for the next year if the rate of delinquency for a taxing district exceeds 3% in any Fiscal Year. Unless and until the Board of Supervisors orders discontinuance of the Teeter Plan with respect to the District, the City is credited with 100% of the scheduled Special Tax

payments without regard to actual amounts collected. The City can give no assurance, however, that the Teeter Plan will be continued in future years.

If any tax or assessment which was distributed to a Teeter Plan participant is subsequently changed by correction, cancellation or refund, a *pro rata* adjustment for the amount of the change is made on the records of the treasurer of the County and the County Auditor. Such an adjustment would be an offset to future distributions of tax revenues to the District.

So long as the County maintains its policy of collecting taxes pursuant to said procedures and the City meets the Teeter Plan requirements, the City will receive 100% of the annual installments levied on taxable parcels in the District without regard to actual collections. No assurance can be given that the County will continue to include special taxes levied within community facilities districts in the Teeter Plan, and the County could decide to discontinue the inclusion of such special taxes in the Teeter Plan at any time, or to discontinue the Teeter Plan in its entirety.

Foreclosure Covenant. The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will annually on or before October 1 of each year review the public records of the County of San Joaquin relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior Fiscal Year, and if the City determines on the basis of such review that:

- Aggregate Delinquencies. The amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in such Fiscal Year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in Improvement Area 2 for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; or

- Individual Delinquencies. The amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in Improvement Area 2 in such Fiscal Year, but that property owned by any single property owner in Improvement Area 2 is delinquent by more than $3,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year and prior Fiscal Year(s), it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each such property, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale.

The Chief Financial Officer shall notify legal counsel of any such delinquency of which it is aware, and such legal counsel shall commence, or cause to be commenced, such actions to collect such delinquencies and subsequent foreclosure proceedings in such a manner as such counsel deems appropriate.

Notwithstanding the foregoing, the City's obligation to pursue foreclosure shall be at the option of the City so long as (i) the Teeter Plan is in effect with respect to any delinquent parcel meeting the conditions above, and (ii) there is no then-outstanding draw on any amounts in the Reserve Fund.

Foreclosure Proceedings. Under the Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price that will be sufficient to pay or reimburse the delinquent special taxes.

The Owners of the Bonds benefit from the Reserve Fund established pursuant to the Fiscal Agent Agreement; however, if delinquencies in the payment of the Special Taxes with respect to the Bonds are significant enough to completely deplete the Reserve Fund, there could be a default or a delay in payments of principal and interest to the owners of the Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying the Special Tax at the Maximum Annual Special Tax rates set forth in the Special Tax Formula, the City may adjust (but not to exceed the Maximum Annual Special Tax and subject to the limitation described under the caption "– Special Tax Methodology – Limitation on Increases of Special Tax Levy" above) the Special Taxes levied on all property within Improvement Area 2 subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the Reserve Fund.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy in which to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor's filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments. See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA 2 AND SPECIAL TAX BURDEN – Overlapping Liens and Priority of Lien."

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the City to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Bonds is obtained. However, under Section 53356.6 of the Act, the City, as judgment creditor, is entitled to purchase any property sold at foreclosure using a "credit bid," where the City could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Tax. If the City becomes the purchaser under a credit bid, the City must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

Additional Bonds For Refunding Purposes Only

In addition to the Bonds, the City may, by a Supplemental Agreement, authorize the issuance additional series of special tax bonds, payable from Net Taxes and secured, unless otherwise provided in the Supplemental Agreement, by the Net Taxes equally and ratably with Bonds previously issued, and the City may issue, and the Fiscal Agent may authenticate and deliver to the purchaser thereof, Bonds of any series so established, in such principal amount as shall be determined by the City, but only if (a) the Bonds are issued to refund some or all of the then-Outstanding Bonds and (b) debt service on the refunding Bonds in each Bond Year is less than debt service on the Bonds refunded.

Nothing in the Fiscal Agent Agreement shall be interpreted to prohibit issuance of bonds, notes or other obligations secured on a subordinate basis to the Bonds, or prevent or be construed to prevent a Supplemental Agreement providing for the issuance of Additional Bonds from pledging or otherwise providing, in addition to the security given or intended to be given by this Agreement, additional security for the benefit of such Additional Bonds or any portion thereof.

DEBT SERVICE SCHEDULE

The annual debt service on the Bonds, based on the interest rates and maturity schedule set forth on the inside cover of this Official Statement (assuming no early redemptions), is set forth below.

Improvement Area 2 of the City of Stockton
Community Facilities District No. 2018-2 (Westlake Villages II)
Special Tax Bonds Series 2022
Debt Service Schedule*

Period Ending (Sept. 1)	Bonds Principal	Bonds Interest	Bonds Total

* *Preliminary; subject to change.*
Source: Underwriter.

The projected annual debt service coverage on the Bonds (based on the Assigned Special Tax and the projected debt service on the Bonds) is shown below.

Improvement Area 2 of the City of Stockton
Community Facilities District No. 2018-2 (Westlake Villages II)
Debt Service Coverage Based on Assigned Special Tax*

Period Ending (Sept. 1)	Assigned Special Taxes[1]	Administrative Expenses[2]	Special Taxes Available For Debt Service	Total Debt Service*	Debt Service Coverage*
2023	$646,205	($25,500)	$150,000	$622,701.74	NA [3]
2024	659,129	(26,010)	633,119	571,762.50	1.1073x
2025	672,312	(26,530)	645,781	585,762.50	1.1025x
2026	685,758	(27,061)	658,697	594,162.50	1.1086x
2027	699,473	(27,602)	671,871	607,162.50	1.1066x
2028	713,462	(28,154)	685,308	619,562.50	1.1061x
2029	727,732	(28,717)	699,014	630,562.50	1.1086x
2030	742,286	(29,291)	712,995	645,812.50	1.1040x
2031	757,132	(29,877)	727,255	660,062.50	1.1018x
2032	772,275	(30,475)	741,800	673,312.50	1.1017x
2033	787,720	(31,084)	756,636	685,562.50	1.1037x
2034	803,474	(31,706)	771,768	696,812.50	1.1076x
2035	819,544	(32,340)	787,204	712,062.50	1.1055x
2036	835,935	(32,987)	802,948	726,062.50	1.1059x
2037	852,654	(33,647)	819,007	743,812.50	1.1011x
2038	869,707	(34,320)	835,387	755,062.50	1.1064x
2039	887,101	(35,006)	852,095	770,062.50	1.1065x
2040	904,843	(35,706)	869,137	788,562.50	1.1022x
2041	922,940	(36,420)	886,519	805,312.50	1.1008x
2042	941,398	(37,149)	904,250	820,312.50	1.1023x
2043	960,226	(37,892)	922,335	833,562.50	1.1065x
2044	979,431	(38,649)	940,781	853,887.50	1.1018x
2045	999,020	(39,422)	959,597	871,850.00	1.1006x
2046	1,019,000	(40,211)	978,789	887,450.00	1.1029x
2047	1,039,380	(41,015)	998,365	905,687.50	1.1023x
2048	1,060,168	(41,835)	1,018,332	921,300.00	1.1053x
2049	1,081,371	(42,672)	1,038,699	939,287.50	1.1058x
2050	1,102,998	(43,526)	1,059,473	959,387.50	1.1043x
2051	1,125,058	(44,396)	1,080,662	981,337.50	1.1012x
2052	1,147,559	(45,284)	1,102,275	999,875.00	1.1024x
Total	**$26,215,289**	**($1,034,486)**	**$24,710,098**	**$22,868,114.24**	

* Preliminary; subject to change.

[1] Assigned Special Tax for Fiscal Year 2022-23 (assuming full buildout) escalating by 2% per year, per the Rate and Method of Apportionment.

[2] Based on an estimated Administration Expense budget of $25,000 in FY 2021-22.

[3] Net special taxes required of $150,000 based on the Capitalized interest included to cover interest payments through September 1, 2023.

Source: Underwriter and DTA.

THE DISTRICT AND IMPROVEMENT AREA 2

Formation of the District and Improvement Area 2

On June 19, 2018, the City Council adopted the Resolution of Formation, which formed the District and Improvement Area 2 therein. The District was established and authorized to incur bonded indebtedness in an aggregate principal amount not to exceed $60,000,000 for Improvement Area 2 at a special election in the District held on the same day. Change proceedings were undertaken in February 2020 to amend the rate and method of apportionment of special tax for Improvement Area 2 and modify the boundaries of Improvement Area 2. In January 2022, certain parcels that were formerly within Improvement Area 2 were moved into newly established Improvement Area 3 and Improvement Area 4. *The Bonds will be the first series to be issued for Improvement Area 2; the Bonds are only payable from net Special Taxes levied in Improvement Area 2, as described herein.*

Location and Description of the District and the Immediate Area

The District. The District is bounded on the west by Bishop Cut, on the north by Eight Mile Road, on the east by Regatta Lane and on the south by Disappointment Slough in the City. It is part of a larger development project, as described further herein. See "OWNERSHIP AND DEVELOPMENT OF IMPROVEMENT AREA 2."

Maps. The maps on the following pages show the area of the District and Improvement Area 2 therein.

[Reserved for Map #1 – Aerial Overview]

[Reserved for Map #2 – DTA Map Overview]

[Reserved for Map #3 – Detailed Improvement Area 2 Plan]

Environmental Matters

Flood Zone. According to the Federal Emergency Management Agency (FEMA) National Flood Insurance Program, Flood Insurance Rate Map (FIRM), the subject is located within Zone X (areas outside of the 0.2% annual chance flood plain), as reflected by FEMA map panel 06077C-0295F (dated October 16, 2009).

Seismic Conditions. According to the Seismic Safety Commission, the subject properties are located within Zone 3, which is considered to be the lowest risk zone in California. There are only two zones in California: Zone 4, which is assigned to areas near major faults; and Zone 3, which is assigned to all other areas of more moderate seismic activity. In addition, the subject is not located in a Fault-Rupture Hazard Zone (formerly referred to as an Alquist-Priolo Special Study Zone), as defined by Special Publication 42 (revised January 1994) of the California Department of Conservation, Division of Mines and Geology.

Fire Hazard. Land in the District is not located within a High Fire Hazard Severity Zone or Very High Fire Hazard Severity Zone as defined by CalFIRE.

The Improvements

The City expects to utilize proceeds of the Bonds to reimburse costs expended for infrastructure facilities constructed and necessary to facilitate development in Improvement Area 2 and, more broadly, the District. Authorized District facilities consist generally of roadway improvements, water and wastewater system improvements, drainage system improvements, sound walls, landscaping and certain incidental expenses. The Special Tax Formula provides that the funding of Improvement costs can also be made from collections of the Special Tax available as the "pay-as-you-go" component of Special Taxes. The pay-as-you-go funding component could provide for funding of the cost of the Improvements in excess of the amount provided from Bond proceeds through annual Special Tax collections in excess of the amount needed to pay the debt service on the Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology."

Market Absorption Report

In connection with the issuance of the Bonds, the City hired The Gregory Group, Folsom, California (the "**Absorption Consultant**") to perform market absorption study services related to the development of the 292 planned single-family homes in Improvement Area 2. The Absorption Consultant's report (the "**Absorption Report**") describes the planned development based on information available as of May 2022, and is attached hereto as APPENDIX C.

The Absorption Report included market pricing and absorption analysis for the 292 single-family homes planned for Improvement Area 2. The absorption analysis is based on information provided by the Master Developer and the Merchant Builders to the Absorption Consultant (as well as estimates by the Absorption Consultant) which includes an estimate as to when the villages opened for sales, infrastructure development, grading schedules, marketing considerations and anticipated market conditions. Furthermore, there are expected to be (and the market can sustain) several different projects selling simultaneously within each product type but built by different builders. Additional factors considered in predicting absorption rates are:

- The desirability of Westlake Villages as a new-home destination

- Increasing new-home sales within the subject market area
- Limited future inventory in the subject market area
- Current absorption rates for similar product types within the subject market area
- Overall improving economic conditions and excellent housing conditions within the North Central Valley Region.

The Absorption Consultant concludes that Improvement Area 2 can absorb an average of 1 unit per week per product offering for all of the product offerings (within the two phases and five product types) over the marketing life of the development given the pricing (with home sizes ranging from 1,590 to 3,153 square feet and base prices range from $539,000 to $687,950).

Based on the foregoing and as set forth in more detail in the Absorption Report, the Absorption Consultant's conclusions on absorption of the 292 single-family homes planned for Improvement Area 2 are set forth in the following tablet:

Project/Village	Merchant Builder	Total Units	Sold as of 3/31/22	Remainder 2022	2023	2024
Summers Bend (Village L)	Richmond Am. Homes	96	8	39	49	--
Westlake (Village M)	Meritage Homes	84	4	39	41	--
Autumn Trails (Village N)	Richmond Am. Homes	112	12	39	52	9
	Totals/Averages	**292**	**24**	**117**	**142**	**9**

Note: The number of units that are being absorbed in the above table are based on home sales (i.e., entering into a contract) and are not based on actual closings to individual homeowners.
Source: Absorption Consultant.

Neither the City nor the Underwriter is obligated to make, and neither has undertaken to make, an independent verification of the information contained in the Absorption Report and neither the City nor the Underwriter assumes responsibility for the accuracy or completeness of the Absorption Report. The Absorption Report should be read in its entirety, and a complete copy thereof is set forth as APPENDIX C – THE ABSORPTION REPORT.

OWNERSHIP AND DEVELOPMENT OF PROPERTY WITHIN IMPROVEMENT AREA 2

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within Improvement Area 2. There is no assurance that the present property owners or any subsequent owners will have the ability to pay the Special Taxes or that, even if they have the ability, they will choose to pay the Special Taxes. An owner may elect to not pay the Special Taxes when due and cannot be legally compelled to do so. Neither the City nor any Bondowner will have the ability at any time to seek payment directly from the owners of property within Improvement Area 2 of the Special Tax or the principal or interest on the Bonds, or the ability to control who becomes a subsequent owner of any property within Improvement Area 2.

The Master Developer and the Merchant Builders have provided certain information set forth in this section entitled "OWNERSHIP AND DEVELOPMENT OF PROPERTY WITHIN IMPROVEMENT AREA 2." In addition, any Internet addresses included below are for reference only, and the information on those Internet sites is not a part of this Official Statement or

incorporated by reference into this Official Statement. Certain other information contained below has been obtained from the Appraisal. See APPENDIX B.

No assurance can be given that development of the property will be completed, or that it will be completed in a timely manner. The Special Taxes are not personal obligations of the developers or of any subsequent landowners; the Bonds are secured only by the Special Taxes and moneys available under the Fiscal Agent Agreement. See "SECURITY FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.

Current Ownership

The following table shows the Assigned Special Taxes and Share of Assigned Special Taxes among the owners of property in Improvement Area 2 as of the July 1, 2022 date of value of the Appraisal. The Special Tax for Fiscal Year 2022-23 will only be levied on Developed Property as defined in the Special Tax Formula. Additional information on the Master Developer and each of the Merchant Builders and their planned development in Improvement Area 2 is provided below.

Table 1
Improvement Area 2 of the City of Stockton
Community Facilities District No. 2018-2 (Westlake Villages II)
Ownership Based on Assigned Fiscal Year 2022-23 Special Tax

Owners of Record	Number of Lots [1]	Taxable Acre	Est. FY 2022-23 Assigned Special Taxes [2]	Share of Special Tax
Meritage Homes [2]	84	12.54	$240,334	29.48%
Richmond American Homes [3]	108	30.00	$574,962	70.52%
Totals	**292**	**42.54**	**$815,297**	**100.00%**

[1] Source: Appraisal prepared by Integra Realty Resources, dated April 29, 2022.
[2] Based on the area/acreage identified for residential lots, on the recorded Subdivision Map of Village M (Tract No. 3591), of 12.54 acres.
[3] Based on the area/acreage identified for residential lots, on the recorded Subdivision Maps of Village L (Tract No. 3590) and Village N (Tract No. 3592), of 16.8 acres and 13.2 acres, respectively.
[4] Based on the application of the backup special tax pursuant to Section C.3 of the Rate and Method of Apportionment, in an amount of $19,165 per acre for FY 2022-23.
Source: DTA.

Development Plan and Current Status

General. Land in the District is planned to be developed into 2,163 homes ranging in size from 1,400 to 3,500 square feet. It is bounded on the west by Bishop Cut, on the north by Eight Mile Road, on the east by Regatta Lane and on the south by Disappointment Slough in the City. The land in the District is part of a larger residential community referred to as the "Westlake Villages Development," being developed by the Master Developer in the City (herein, the "**Westlake Villages Development**").

The Westlake Villages Development includes approximately 580 acres that is planned for approximately 2,163 homes including 767 active adult (55+ age-restricted) homes (not including the 322 single-family homes built in the initial phase of the Westlake Village Development that are located outside the District, referred to by the Master Developer as Villages O, P & Q) and approximately 68 acres of lakes, an 11-acre community park and a recreation center to be located on 5 acres. There is no commercial component to the Westlake

Villages Development. The Westlake Villages Development covers the land in Improvement Area 2 of the District as well as in the three other improvement areas established for the District and land outside the District. *Only the land in Improvement Area 2 is security for the Bonds.*

The Master Developer maintains an internet website (www.westlakeliving.com) for the Westlake Villages Development. The website address is given for reference and convenience only, and the information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on the website is a part of this Official Statement or incorporated into this Official Statement by reference.

Backbone Infrastructure and Other Development Conditions. The Development Agreement and Subdivision Agreement require satisfaction of various items as conditions of development of the Westlake Villages Development. All of the backbone infrastructure improvements necessary for the build-out of the 292 single-family homes in Improvement Area 2 (Villages L, M, and N), including backbone roads and related improvements are in place. A listing of the key capital improvements – both backbone infrastructure and in-tracts – follows.

Table 2
List of Key Capital Improvements and In-Tracts
As of May 1, 2022

List of Capital Improvements/ Discrete Components	Planning Area	Total Costs Estimated [1]	Percent of Total Cost Estimate	Completion Percentage / Expended to Date	Allocated to Villages L, M, N [2]
WATER IMPROVEMENTS					
VILLAGE L IN-TRACT	2	$565,743	2.15%	**100.00%**	$565,743
VILLAGE M IN-TRACT	2	$390,634	1.49%	**100.00%**	$390,634
VILLAGE N IN-TRACT	2	$503,809	1.92%	**100.00%**	$503,809
SUBTOTAL		**$1,460,186**	**5.55%**		**$1,460,186**
SANITARY SEWER IMPROVEMENTS					
VILLAGE L IN-TRACT	2	$678,312	2.58%	**100.00%**	$678,312
VILLAGE M IN-TRACT	2	$563,094	2.14%	**100.00%**	$563,094
VILLAGE N IN-TRACT	2	$598,498	2.28%	**100.00%**	$598,498
SUBTOTAL		**$1,839,905**	**7.00%**		**$1,839,905**
STREET/ROADWAY IMPROVEMENTS					
VILLAGE L SPINE	2	$0	0.00%	**100.00%**	$0
VILLAGE L IN-TRACT	2	$2,594,202	9.86%	**100.00%**	$2,594,202
VILLAGE M SPINE	2	$1,105,348	4.20%	**100.00%**	$1,105,348
VILLAGE M IN-TRACT	2	$1,540,089	5.86%	**100.00%**	$1,540,089
VILLAGE N SPINE	2	$1,870,000	7.11%	**100.00%**	$1,870,000
VILLAGE N IN-TRACT	2	$2,020,670	7.68%	**100.00%**	$2,020,670
WESTLAKE VILLAGES DRIVE	2	$9,067,896	34.48%	**100.00%**	$9,067,896
SUBTOTAL		**$18,198,206**	**69.20%**		**$18,198,206**
STORM DRAIN IMPROVEMENTS					
VILLAGE L IN-TRACT	2	$708,503	2.69%	**100.00%**	$708,503
VILLAGE M IN-TRACT	2	$581,938	2.21%	**100.00%**	$581,938
VILLAGE N IN-TRACT	2	$979,386	3.72%	**100.00%**	$979,386
SUBTOTAL		$2,269,827	8.63%		$2,269,827
PARKS AND REC. IMPROVEMENTS					
LAKE 4	2	$2,529,080	9.62%	**100.00%**	$2,529,080
SUBTOTAL		**$2,529,080**	**9.62%**		**$2,529,080**
TOTAL ESTIMATE		**$26,297,204**	**100.00%**		**$26,297,204**

[1] Estimates, subject to change.
[2] To be financed from various bond issuances.
Source: Master Developer.

Utilities. It is expected that utility service for the taxable property in Improvement Area 2 will be provided by the following entities:

Utility	**Provider**
Water/Sewer	City of Stockton
Electricity/Natural Gas	Pacific Gas & Electric (PG&E)
Data/Phone	Comcast/AT&T

Final Map Status. All 292 single-family residential units have received final map approval.

Ownership of Lots by Merchant Builders. Village L and Village N, owned by Richmond American Homes, are planned for 96 homes and 112 homes, respectively. Village M, owned by Meritage Homes, is planned for 84 homes.

Homes Under Construction. Richmond American Homes and Meritage Homes are current building both model homes and production homes in Improvement Area 2. As of April 15, 2022 (the date of value of the Appraisal), Richmond American Homes had 26 homes under construction, while Meritage Homes had 30 homes under construction.

Development Agreement and Subdivision Agreement

Development Agreement. The City entered into a Development Agreement in September 2004 (as amended to date, the "**Development Agreement**") with Spanos Family Partnership, a California general partnership and certain individuals to which Stockton Westlake Investment, LLC, and the Merchant Builders are successors in interest with respect to the land owned by each party in the District. The Development Agreement's purpose is to preserve existing policies, rules and regulations with respect to the Westlake Villages Development. All of the property in the District is subject to the requirements of the Development Agreement. The Development Agreement was entered into in accordance with Sections 65864 through 65869.5 of the California Government Code, as implemented through the Stockton City Code. The Development Agreement runs with the property and is set to expire on January 10, 2040.

Subdivision Agreement. The City entered into a Subdivision Agreement on January 31, 2006 (as amended to date, the "**Subdivision Agreement**") with Spanos Family Partnership, a California general partnership, which subsequently assigned the Subdivision Agreement to Stockton Westlake Investment, LLC. The Subdivision Agreement is the primary implementation tool for the development of the Westlake Villages project and creates a binding contract between the City and the parties thereto, and their assigned successors in interest, which sets forth the needed infrastructure improvements, park dedication requirements, timing and method for financing improvements and other specific performance obligations of the City and the Master Developer and its successors, including obligations related to development of the property in the District, with the terms, conditions, rules, regulations, entitlements, vested rights and other provisions relating to the development of the property in the District. Included are provisions relating to infrastructure improvements, public dedication requirements, landscaping amenities and other obligations of the parties.

The Subdivision Agreement runs with the property, and may be modified only by mutual consent of the parties. With the Agreement in place, subject to compliance with the terms of the Agreement, construction of homes within the District may occur upon City approval of

subdivision maps, satisfaction of certain design requirements and conditions of such maps and issuance of building permits.

The Master Developer

Ownership Structure of Master Developer. The Master Developer has been installing the public improvements necessary for development of the District, exercising options to purchase land within the District from Stockton Westlake Investments, LLC, and selling lots to the Merchant Builders. Both the Master Developer and Stockton Westlake Investments, LLC are owned by members of the Spanos family. The Master Developer has been involved in the entitlement and development of the Westlake Villages Development since 2014. The Spanos family, through various entities, has owned the land for more than 25 years.

Relevant Experience of Spanos Family and Related Entities. Starting in 1960 by Alex G. Spanos, the Spanos family has formed a variety of privately held real estate companies focused on the development of multi-family housing and master planned communities (collectively, the "**Spanos Family Companies**"). Over the past 60 years, Spanos Family Companies have developed more than 125 apartment projects across the country consisting of over 50,000 apartment units. Spanos Family Companies currently have offices in 7 states, with the primary office located in Stockton, California. Additionally, the Spanos family has owned a majority stake in the Los Angeles Chargers football team (previously the San Diego Chargers) for over 35 years.

Spanos Family Companies have worked on master planned communities in Stockton for more than 25 years. Spanos Family Companies have entitled and sold Spanos Park West, a largely residential subdivision in the City, including more than 1,700 homes built to the immediate east of Westlake Villages Development, along with the Parkwest Place shopping center and apartments and Walmart in the late 1990's and early 2000's. Preceding that project, Spanos Family Companies entitled and sold Spanos Park East, a residential subdivision in the City, including approximately 1,000 homes located on the east side of Highway 5 in the City that were built in the early 1990s.

Master Developer's Financing Plan

Cost Incurred for the Improvements. The Master Developer has expended over $33 million dollars on the construction and installation of Improvements for Improvement Area 1 and Improvement Area 2, which commenced in late 2018.

The Improvements include spine road infrastructure on Regatta Lane, Scott Creek Drive, traffic signals located at Eight Mile Road & Regatta Lane and Scott Creek Drive & Regatta Lane, perimeter precast masonry walls, common area landscaping, an artificial lake, sanitary lift station, wet utility trunk lines (storm drain, sanitary sewer, water, and non-potable water lines) and partial improvements to Eight Mile Road. Further, the Improvements include the in-tract construction and installation of paved streets, wet utility trunk lines (storm drain, sanitary sewer, water and non-potable water lines), joint trenches for dry utilities, curbs, gutters, and sidewalks. All required fees and engineering and consulting required entitlements, permits and soft costs have been paid for the Improvements.

See Table 2 above, for a detailed break-down of the status and costs of the backbone and in-tract improvements constructed by the Master Developer for Improvement Area 2.

Funding Sources. The Master Developer has used, and intends to use, the following sources of funds to finance the Improvements for the Westlake Villages Development:

- Equity from the partner-entities comprising the Master Developer (see "–The Master Developer," above, for more information about these entities).

- Sales of lots in the District (including Improvement Area 2) to merchant builders and other developers (see "– The Merchant Builders" herein).

- Proceeds of special tax bonds secured by land within the District (including Improvement Area 2).

- Pay-as-you-go Special Taxes available to the Master Developer under the Acquisition Agreement (see "–Acquisition Agreement" below).

Notwithstanding the belief of the Master Developer that it will have sufficient funds to complete its planned development, no assurance can be given that sources of financing available to the Master Developer will be sufficient to complete such development as currently anticipated. While the Master Developer has made internal financing available in the past for similar activities, there can be no assurance whatsoever of its willingness or ability to do so in the future. Neither the Master Developer nor the Spanos Family Companies or any of their affiliates has any legal obligation of any kind to make any such funds available or to obtain loans or lines of credit. If and to the extent that internal financing, loan proceeds, lines of credit, or bond proceeds are inadequate to pay the costs to complete the Master Developer's planned development, there could be a shortfall in the funds required to complete such proposed development and portions of such development might not be completed.

Acquisition Agreement. In connection with the formation of the District, the City and the Master Developer entered into a Funding, Construction and Acquisition Agreement (the "**Acquisition Agreement**") which provides that the Master Developer will construct (or cause to be constructed or funded) the Improvements, and the City, upon completion of construction and acceptance (or through progress payments prior to completion of the entire Improvement), will purchase the Improvements or reimburse the Master Developer for expended amounts from the proceeds of the Bonds and/or Special Taxes on a pay-as-you-go basis. The Master Developer will be responsible for the portion of the cost of construction of the Improvements not paid with Bond proceeds.

The Rate and Method provides that the funding of Improvement costs can also be made from collections of the Special Tax available as the "pay-as-you-go" component of Special Taxes. The pay-as-you-go funding component is expected to provide for funding of the cost of a portion of the Improvements in excess of the amount provided from bond proceeds (if such proceeds are not sufficient) through annual Special Tax collections in excess of the amount needed to pay the debt service. The City contemplates utilizing this funding mechanism during the time the Bonds are outstanding. Additionally, after the final maturity date of the Bonds and any additional bonds issued to reimburse developers for costs of the Improvements, the City expects to continue to levy Special Taxes for payment of the "Development Impact Fee Deferral" (as defined in the Rate and Method) which levy may secure future bonds issued after payment in full of the Bonds and any additional bonds issued under the Fiscal Agent Agreement. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology" and " – Special Tax Fund."

Richmond American Homes

Richmond American Homes' Development Plan. Richmond American Homes purchased 208 lots from the Master Developer in finished lot condition, which lots are located in Village L (96 lots) and Village N (112 lots). Richmond American Homes plans to build out these units within "Summers Bend at Westlake" and "Autumn Trails at Westlake" neighborhoods. The first homes in the neighborhood are expected to be sold and closed to individual homeowners in late 2022, and the final homes in the neighborhood by 2024. Richmond American Homes plans to fund the purchase of the lots from the Master Developer and its home construction costs through internally generated funds and sales of homes to individual homeowners.

Richmond American Homes' plans are summarized as follows:

Community	No. of Lots	Floor Plans	Square Footage	Base Pricing
Summers Bend (Village L)	96	4	1,820 - 3,040	$625,950 - $687,950
Autumn Trails (Village N)	112	4	1,590 - 2,380	$584,950 - $634,950

Richmond American and its Parent Corporation. Richmond American Homes is a subsidiary of M.D.C. Holdings, Inc., a Delaware corporation ("**Richmond American**"). Richmond American's common stock is publicly traded on the NYSE under the symbol "MDC." Richmond American's business consists of two primary operations, homebuilding and financial services. Its homebuilding subsidiaries build and sell primarily single-family detached homes, with each homebuilding subsidiaries serving as the general contract for its project and retaining subcontractors for land development home construction. Its financial services operations include subsidiaries that provide mortgage financing, place title insurance and homeowners insurance for homebuyers, as well as providing general liability insurance for Richmond American's subsidiaries and most of its subcontractors. The company's homebuilding subsidiaries have been operating under the Richmond American Homes name for many years, and it currently has homebuilding operations in 9 states across the country.

Richmond American's website address is http://www.richmondamerican.com. The website address is given for reference and convenience only, and the information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on the website is a part of this Official Statement or incorporated into this Official Statement by reference.

Additional Information about Richmond American Homes is subject to the informational requirements of the Securities Exchange Act of 1934 (the "Exchange Act") and in accordance therewith files reports, proxy statements, and other information, including financial statements, with the SEC. The SEC maintains an Internet web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including Richmond American Homes. The address of such Internet web site is www.sec.gov. All documents subsequently filed by Richmond American Homes' pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes. Copies of Richmond American Homes' Annual Report and each of its other quarterly and current reports, including any amendments, are available from Richmond American Homes' website at www.richmondamerican.com. The website address is given for reference and convenience only. The information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter.

Nothing on the website is a part of this Official Statement or incorporated into this Official Statement by reference.

Although Richmond American Homes expects to have sufficient funds available to undertake and complete its development activities in Improvement Area 2, there can be no assurance, however, that amounts necessary to finance the remaining development and home construction costs will be available to Richmond American Homes when needed. Any contributions Richmond American Homes or its affiliates to fund the costs of such development and home construction are entirely voluntary. If and to the extent that internal funding, including but not limited to home sales revenues, are inadequate to pay the costs to complete the planned development by Richmond American Homes and other financing by Richmond American Homes is not put into place, there could be a shortfall in the funds required to complete the proposed development by Richmond American Homes in Improvement Area 2 and the remaining portions of the development may not be developed.

Meritage Homes

Meritage Homes' Development Plan. Meritage Homes purchased 84 lots from the Master Developer in finished lot condition, which lots are located in Village M. Meritage Homes plans to build out these units within "Westlake" neighborhood. The first homes in the neighborhood are expected to be sold and closed to individual homeowners in late 2022, and the final homes in the neighborhood by the end of 2023. Meritage Homes plans to fund the purchase of the lots from the Master Developer and its home construction costs through internally generated funds and sales of homes to individual homeowners.

Meritage Homes' plans are summarized as follows:

Community	No. of Lots	Floor Plans	Square Footage	Base Pricing
Westlake (Village M)	84	6	1,743 - 3,153	$541,990 and up

Meritage Homes and its Parent Corporation. Meritage Homes California, Inc. ("**Meritage Homes**") is a subsidiary of Meritage Homes Corporation, a Maryland corporation ("**Meritage**"). Meritage's common stock is publicly traded on the NYSE under the symbol "MTH." Meritage designs and builds single-family homes, historically focused on high-growth regions of the United States and offering a variety of entry-level and first move-up homes. It has homebuilding operations in three regions: West, Central and East, which are comprised of nine states: Arizona, California, Colorado, Texas, Florida, Georgia, North Carolina, South Carolina and Tennessee. Meritage also offers title and escrow, mortgage, and insurance services. Carefree Title Agency, Inc., its wholly-owned title company, provides title insurance and closing/settlement services to its homebuyers. Meritage Homes Insurance Agency, Inc., its wholly-owned insurance broker, works in collaboration with insurance companies nationwide to offer homeowners insurance and other insurance products to its homebuyers. Its financial services operations also provide mortgage services to its homebuyers through an unconsolidated joint venture.

Meritage's website address is http://www.meritagehomes.com. The website address is given for reference and convenience only, and the information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on the website is a part of this Official Statement or incorporated into this Official Statement by reference.

Meritage is subject to the informational requirements of the Securities Exchange Act of 1934 (the "Exchange Act") and in accordance therewith files reports, proxy statements, and other information, including financial statements, with the SEC. The SEC maintains an Internet web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including Meritage. The address of such Internet web site is www.sec.gov. All documents subsequently filed by Meritage pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes. Copies of Meritage's Annual Report and each of its other quarterly and current reports, including any amendments, are available from Meritage's website at www.meritagehomes.com. The website address is given for reference and convenience only. The information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on the website is a part of this Official Statement or incorporated into this Official Statement by reference.

Although Meritage Homes expects to have sufficient funds available to undertake and complete its development activities in Improvement Area 2, there can be no assurance, however, that amounts necessary to finance the remaining development and home construction costs will be available to Meritage Homes when needed. Any contributions Meritage Homes or its affiliates to fund the costs of such development and home construction are entirely voluntary. If and to the extent that internal funding, including but not limited to home sales revenues, are inadequate to pay the costs to complete the planned development by Meritage Homes and other financing by Meritage Homes is not put into place, there could be a shortfall in the funds required to complete the proposed development by Meritage Homes in Improvement Area 2 and the remaining portions of the development may not be developed.

VALUE OF PROPERTY WITHIN IMPROVEMENT AREA 2 AND SPECIAL TAX BURDEN

The value of the land within Improvement Area 2 is a critical factor in determining the investment quality of the Bonds. If a property owner defaults in the payment of the Special Tax, the City's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. Although a portion of Improvement Area 2 is developed, a variety of economic, political, and natural occurrences incapable of being accurately predicted can affect land values and eventual completion of development. See "SPECIAL RISK FACTORS – Property Values and Property Development."

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within Improvement Area 2, and the owners have made no commitment to pay the principal of or interest on the Bonds or to support payment of the Bonds in any manner. There is no assurance that the owners have the ability to pay the Special Taxes or that, even if they have the ability, they will choose to pay such taxes. An owner may elect to not pay the Special Taxes when due and cannot be legally compelled to do so. Neither the City nor any Bondholder will have the ability at any time to seek payment from the owners of property within Improvement Area 2 of any Special Tax or any principal or interest due on the Bonds, or the ability to control who becomes a subsequent owner of any property within Improvement Area 2.

The Appraisal

General. At the request of the City, Integra Realty Resources, Sacramento, California (the "**Appraiser**") prepared an Appraisal Report with a date of value of April 15, 2022 (the "**Appraisal**"). The Appraisal estimates a value for all taxable property in Improvement Area 2. The Appraisal is set forth in its entirety in APPENDIX B hereto. *The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions and qualifications which are set forth in the Appraisal.*

Property Appraised. The appraised properties consist of all 292 improved residential lots, with new homes under construction, located within Improvement Area 2.

Value Estimates. The Appraiser was requested to provide a market value of the appraised properties by Assessor's parcel, as well as a cumulative, or aggregate, value of the property, as of the date of inspection (value). The Appraiser has concluded a market value estimate of $58,010,000 (rounded) for taxable property in Improvement Area 2, representing the cumulative, or aggregate, values, in accordance with the assumptions and conditions set forth in the Appraisal. Values by ownership are shown in the following table.

Table 4
Improvement Area 2 of the City of Stockton
Community Facilities District No. 2018-2 (Westlake Villages II)
Appraised Value of Taxable Property in Improvement Area 2

Owner	Appraised Value
Richmond American Homes (208 lots*)	$40,652,544
Meritage Homes (84 lots*)	17,358,912
Total	***$58,011,456***

* For each Merchant Builder, ownership includes improved lots and homes under construction.
Source: The Appraisal.

The valuation accounts for the impact of the lien of the Special Tax and excludes property in Improvement Area 2 designated for public and quasi-public purposes and not subject to the Special Tax of Improvement Area 2.

Appraisal Methodology. In the Appraisal, the Appraiser provides estimates of market value of the appraised properties by ownership and Assessor's parcel, as well as an aggregate, or cumulative value of the properties. The Appraiser used the sales comparison approach to value to determine the market value of each component comprising the appraised properties (being improved residential lots, with some new homes under construction). The cumulative, or aggregate, value of the appraised properties represents the sum of the value estimates concluded for each ownership interest, which is not equivalent to the market value of Improvement Area 2 as a whole. For additional details, see APPENDIX B.

Hypothetical Condition. The market value estimated by the Appraiser is based on a hypothetical condition. A hypothetical condition is defined by USPAP as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of the analysis." The estimate of market value is subject to the hypothetical condition that certain of the proceeds from the Bonds are available to reimburse for infrastructure improvements completed. The estimate of market value accounts for the impact of the Lien of the Special Taxes securing the Bonds.

Extraordinary Assumptions and Limiting Conditions. In considering the estimate of value evidenced by the Appraisal, the Appraisal is based upon a number of standard and special assumptions that affect the estimates as to value, some of which include that there were no adverse soil conditions, toxic substances or other environmental hazards that may interfere or inhibit development of the appraised properties. If, at some future date, items are discovered that are determined to have a detrimental impact on value, the Appraiser reserves the right to amend the opinion of value stated in the Appraisal. For more information and a complete description of certain other assumptions made by the Appraiser, see "APPENDIX B – The Appraisal."

Because the Appraiser arrived at an estimate of current market value based upon certain assumptions which may or may not be fulfilled, no assurance can be given that, should the parcels become delinquent due to unpaid Special Taxes, and be foreclosed upon and offered for sale for the amount of the delinquency, any bid would be received for such property or, if a bid is received, that such bid would be sufficient to pay such delinquent Special Taxes.

No assurance can be given that the estimated absorption will be achieved or attained over an extended period of time; real estate is cyclical in nature, and it is impossible to accurately forecast and project specific demand over a projected absorption period. See "SPECIAL RISK FACTORS – Property Values and Property Development."

Limitations of Appraised or Assessed Valuation. Property values may not be evenly distributed throughout Improvement Area 2; thus, certain parcels may have a greater value than others. This disparity is significant because in the event of nonpayment of the Special Tax, the only remedy is to foreclose against the delinquent parcel.

No assurance can be given that the foregoing valuation can or will be maintained during the period of time that the Bonds are outstanding in that the City has no control over the market

value of the property within Improvement Area 2 or the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, may be on a parity with the Special Taxes. See "– Overlapping Liens and Priority of Lien" below.

For a description of certain risks that might affect the assumptions made in the Appraisal, see "SPECIAL RISK FACTORS" herein.

Value to Special Tax Burden Ratios

The value of the land within Improvement Area 2 is a critical factor in determining the investment quality of the Bonds. If a property owner defaults in the payment of a Special Tax, the County's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Taxes. See "SECURITY FOR THE BONDS - Delinquent Payments; Teeter Plan; Covenant for Superior Court Foreclosure" and "SPECIAL RISK FACTORS – Bankruptcy and Foreclosure Delays." Reductions in District property values due to a downturn in the economy, natural disasters such as earthquakes or floods, stricter land use regulations or other events could have an adverse impact on the security for payment of the Special Taxes.

The Special Tax is levied on each parcel within Improvement Area 2 and only the respective individual parcel is responsible for its allocated Special Tax.

Based upon the $58,010,000 appraised value of taxable property in Improvement Area 2 and an estimated principal amount of Bonds of $10,625,000*, as well as overlapping land-secured debt attributable to those parcels, for a total direct and overlapping land-secured debt amount of $10,625,000*, the value-to-lien ratio for such property is approximately 5.46* to 1; provided, however, that the value-to-lien ratio of individual parcels may vary significantly.

In comparing the value of the real property within Improvement Area 2 and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within Improvement Area 2 cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within Improvement Area 2 unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

* Preliminary; subject to change.

Share of Assigned Special Tax – At Build-Out. The following table summarizes the estimated total Assigned Special Tax and share of Assigned Special Tax for parcels in Improvement Area 2, upon build-out.

Table 5
Improvement Area 2 of the City of Stockton
Community Facilities District No. 2018-2 (Westlake Villages II)
Assigned Special Tax Calculation – At Build-Out

Land Use Class	Property Description	Assigned Special Tax	No. of Planned Units*	Estimated Total Assigned Special Tax	Share of Assigned Special Tax
1	Single Family Detached (>3,001 SF)	$3,091	73	$225,665	34.92%
2	Single Family Detached (2,501 - 3,000 SF)	2,396	73	174,923	27.07
3	Single Family Detached (2,001 - 2,500 SF)	1,769	73	129,139	19.99
4	Single Family Detached (1,501 - 2,000 SF)	1,595	73	116,435	18.02
5	Single Family Detached (< 1,501 SF)	1,459	0	0	0.00
	Total		**292**	**$646,162**	**100.00%**

Source: DTA.

Share of Assigned Special Tax – Current Development. The following table summarizes the estimated total Assigned Special Tax and share of Assigned Special Tax for parcels in Improvement Area 2, based on the status of current development.

Table 6
Improvement Area 2 of the City of Stockton
Community Facilities District No. 2018-2 (Westlake Villages II)
Assigned Special Tax Calculation – Current Development Status
(Building Permits Pulled as of May 1, 2022)

Land Use Class	Property Description	FY 2022-2023 Assigned Special Tax	Building Permits Issued (1)	Total Assigned Special Tax	Share of Special Taxes
1	Single Family Detached (>3,001 SF)	$3,091	0	$0	0.00%
2	Single Family Detached (2,501 - 3,000 SF)	2,396	0	0	0.00
3	Single Family Detached (2,001 - 2,500 SF)	1,769	0	0	0.00
4	Single Family Detached (1,501 - 2,000 SF)	1,595	0	0	0.00
5	Single Family Detached (< 1,501 SF)	1,459	0	0	0.00
	Developed Property Subtotal:		**0**	**$0**	**0.00%**

(1) [Pending confirmation of building permit data.]
Source: DTA.

Table 6a
Improvement Area 2 of the City of Stockton
Community Facilities District No. 2018-2 (Westlake Villages II)
Assigned Special Tax Calculation – Final Mapped Property
(Building Permits Pulled as of May 1, 2022)

Land Use Class	Property Description	Maximum Special Tax (per Acre)	Actual Special Tax (per Acre) [2]	Total Final Mapped Special Tax	Share of Special Taxes
Final Mapped	FINAL MAPPED PROPERTY *([T.B.D]* Remaining Acres) [1]	$19,165	$19,165	0	0.00%
	Final Mapped Property Subtotal:			**$0**	**0.00%**
	Developed Property and Final Mapped Property Grand Total:			**$0**	**0.00%**

** Preliminary; subject to change.*
[1] [Pending confirmation of building permit data.]
[2] Based on the anticipated Special Tax Requirement, and the application of the Rate and Method of Apportionment.
Source: DTA.

Value-to-Lien Ratios by Major Property Owners. The following table summarizes the value-to-lien ratios of property in Improvement Area 2 against the Bonds and overlapping debt in Improvement Area 2, by major property owners for purposes of application of the Special Tax Formula.

Table 7
Improvement Area 2 of the City of Stockton
Community Facilities District No. 2018-2 (Westlake Villages II)
Value-to-Lien Ratio by Major Property Owners as May 7, 2022*

Property Owner	No. of Lots	Taxable Acre	Appraised Value[1]	Est. FY 2022-23 Assigned Special Tax Levy	% of FY 2022-23 Assigned Special Tax Levy	Reclamation District No. 2042 CFD No. 2001-1 [5]	Series 2022 Bonds[2]	Total Land-Secured Debt	Value to Lien Ratio*
Meritage Homes [2]	84	12.54	$17,358,912	$240,334	29.48%	$0	$3,132,052	$3,132,052	5.54
Richmond American Homes [3]	208	30.00	$40,652,544	$574,962	70.52%	$0	$7,492,948	$7,492,948	5.43
Totals	**292**	**42.54**	**$58,011,456**	**$815,297**	**100.00%**	**$0**	**$10,625,000**	**$10,625,000**	**5.46**

** Preliminary; subject to change.*
[1] Source: Appraisal prepared by Integra Realty Resources, dated April 29, 2022.
[2] Based on the area/acreage identified for residential lots, on the recorded Subdivision Map of Village M (Tract No. 3591), of 12.54 acres.
[3] Based on the area/acreage identified for residential lots, on the recorded Subdivision Maps of Village L (Tract No. 3590) and Village N (Tract No. 3592), of 16.8 acres and 13.2 acres, respectively.
[4] Based on the application of the backup special tax pursuant to Section C.3 of the Rate and Method of Apportionment, in an amount of $19,165 per acre for FY 2022-23.
[5] To come.
Source: DTA.

Overlapping Liens and Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within Improvement Area 2, and payment of the Special Tax is secured by a lien on certain real property within Improvement Area 2. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in Improvement Area 2. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area 2.

Other public agencies whose boundaries overlap those of Improvement Area 2 could, without the consent of the City and in certain cases without the consent of the owners of the land within Improvement Area 2, impose additional taxes or assessment liens on the land within Improvement Area 2. The lien created on the land within Improvement Area 2 through the levy of such additional taxes or assessments may be secured on parity with the lien of the Special Tax. In addition, construction loans may be obtained by the homebuilder owners and home loans are likely to be obtained by ultimate homeowners. The deeds of trust securing such debt on property within Improvement Area 2, however, will be subordinate to the lien of the Special Tax.

For example, additional CFD obligations on land in Improvement Area 2 include City of Stockton Community Facilities District No. 2018-3 (Citywide Services and Maintenance). This CFD levies special taxes that pay for authorized public services, which special taxes are on a parity to the lien securing the Special Taxes securing the Bonds.

There can be no assurance that the current owners, or any subsequent owner, will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities, however no other special districts are currently contemplated or foreseen by the City.

Set forth on the following page is an overlapping debt table showing the existing authorized indebtedness payable with respect to property within Improvement Area 2. This table has been prepared by California Municipal Statistics Inc. as of the date indicated, and is included for general information purposes only. Neither the City nor the Underwriter has reviewed the data for completeness or accuracy and make no representations in connection therewith.

Table 8
City of Stockton
Improvement Area 2 of the City of Stockton
Community Facilities District No. 2018-2 (Westlake Villages II)
Summary of Overlapping Bonded Debt
As of May 1, 2021

2020-21 Local Secured Assessed Valuation: $9,166,942

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt
San Joaquin Delta Community College District General Obligation Bonds	0.009%	$ 16,966
Lodi Unified School District General Obligation Bonds	0.044	100,060
Lodi Unified School District SFID No. 1 General Obligation Bonds	0.112	51,339
Reclamation District No. 2042 Community Facilities District No. 2001-1	2.411	107,108
City of Stockton Community Facilities District No. 2018-2, IA 1	**100.000**	**8,970,000** (1)
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$9,245,473
OVERLAPPING GENERAL FUND DEBT:		
San Joaquin County Certificates of Participation	0.010%	$ 6,410
Lodi Unified School District Certificates of Participation	0.044	5,059
City of Stockton Pension Obligation Bonds	0.034	17,937
TOTAL OVERLAPPING GENERAL FUND DEBT		$29,406
COMBINED TOTAL DEBT		$9,274,879 (2)

Ratios to 2020-21 Assessed Valuation:
Direct Debt ($8,970,000)..... 97.85%
Total Direct and Overlapping Tax and Assessment Debt .. 100.86%
Combined Total Debt 101.18%

[1] Excludes 2021 Bonds and 2022 Bonds to be sold.
[2] Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.
Source: California Municipal Statistics, Inc.

Special Tax Collection and Delinquency Rate

The first year for levy and collection of the Special Taxes will be for Fiscal Year 2022-23; accordingly, there is no delinquency history. Future delinquencies in the payment of property taxes (including the Special Taxes) with respect to property in Improvement Area 2, to the extent not covered by the Teeter Plan, could result in draws on the Reserve Fund established, and perhaps, ultimately, a default in the payment on the Bonds. See "SECURITY FOR THE BONDS – Delinquent Payments; Teeter Plan; Covenant for Superior Court Foreclosure" and "SPECIAL RISK FACTORS."

Sample Tax Bill

The following tables summarize the representative property tax bill for Fiscal Year 2021-22 for certain land use classes of residential property in Improvement Area 2, based on product being developer by Richmond American Homes and Meritage Homes, respectively.

Table 9A
Improvement Area 2 of the City of Stockton
Community Facilities District No. 2018-2 (Westlake Villages II)
Effective Tax Rate Analysis Fiscal Year 2022-23
Richmond American Homes – Summer Bend Neighborhood

VILLAGE/NAME/BUILDER		VILLAGE L - SUMMER BEND (RICHMOND)			
ESTIMATED HOME SIZE [1]		3,040	2,630	2,070	1,852
LAND USE CLASS [2]		1	2	3	4
LAND USE CLASS DESCRIPTION		(>3,000 SF)	(2,501 - 3,000 SF)	(2,001 - 2,500 SF)	(1,501 - 2,000 SF)
CURRENT AVERAGE BASE SALES PRICE [1]		$687,950	$652,950	$610,950	$610,951
AD-VALOREM TAXES [3]	RATE	AMOUNT	AMOUNT	AMOUNT	AMOUNT
BASE PROPERTY TAX RATE	1.0000%	$6,879.50	$6,529.50	$6,109.50	$6,109.51
LODI USD BOND 2011R	0.0070%	$48.16	$45.71	$42.77	$42.77
LODI USD BOND 2012R	0.0125%	$85.99	$81.62	$76.37	$76.37
LONDI USD BOND 2015R	0.0026%	$17.89	$16.98	$15.88	$15.88
LODI SFID 1 BOND 2016R	0.0217%	$149.29	$141.69	$132.58	$132.58
LODI USD BOND 2017	0.0107%	$73.61	$69.87	$65.37	$65.37
LODI USD BOND 2017R	0.0044%	$30.27	$28.73	$26.88	$26.88
LODI SFID 1 BOND 2018	0.0311%	$213.95	$203.07	$190.01	$190.01
LODIA USD BOND 2020	0.0457%	$314.39	$298.40	$279.20	$279.20
SJ DELTA COLLEGE BOND 2015R	0.0126%	$86.68	$82.27	$76.98	$76.98
SJ DELTA COLLEGE BOND 2018D	0.0034%	$23.39	$22.20	$20.77	$20.77
SJ DELTA COLLEGE BOND 2020R	0.0023%	$15.82	$15.02	$14.05	$14.05
TOTAL GENERAL PROPERTY TAXES	***1.1540%***	***$7,938.94***	***$7,535.04***	***$7,050.36***	***$7,050.37***
OVERLAPPING ASSESSMENTS [4]					
WESTLAKE VILL ZONE C-6		$92.00	$92.00	$92.00	$92.00
WESTLAKE VILLAGE MUD ZONE 11		$3.64	$3.64	$3.64	$3.64
CENTRAL DELTA WATER		$2.00	$2.00	$2.00	$2.00
WATER ZONE 2		$2.00	$2.00	$2.00	$2.00
SJC MOSQUITO ABATE		$1.28	$1.28	$1.28	$1.28
SJC MOSQ & VCTR CONTROL BEN ASMT		$9.28	$9.28	$9.28	$9.28
RECL DISTRICT NO. 2042(MR)		$44.24	$44.24	$44.24	$44.24
RECL DISTRICT NO. 2042		$41.86	$41.86	$41.86	$41.86
CSA NO.53 - HAZ WASTE		$4.00	$4.00	$4.00	$4.00
TOTAL SPECIAL ASSESSMENTS & CHARGES		***$200.30***	***$200.30***	***$200.30***	***$200.30***
TOTAL EFFECTIVE TAX RATE EXCLUDING CFD		1.18%	1.18%	1.19%	1.19%
IMPROVEMENT AREA NO. 2 OF CFD 2018-2 (FACILITIES) [5]		*$3,091.30*	*$2,396.21*	*$1,769.03*	*$1,595.00*
CFD 2018-2 (SERVICES) [6]		$551.83	$551.83	$551.83	$551.83
PROJECTED TOTAL PROPERTY TAXES		**$11,782.37**	**$10,683.38**	**$9,571.52**	**$9,397.50**
PROJECTED TOTAL EFFECTIVE TAX RATE		**1.71%**	**1.64%**	**1.57%**	**1.54%**

[1] Source: Market Absorption Study dated May 2022, prepared by the Gregory Group. For each merchant builder, the above table evaluates smallest unit size each RMA Land Use Class.
[2] Rate and Method of Apportionment for Improvement Area No. 2 of CFD No. 2018-2 (Westlake Villages II).
[3] Source: County of San Joaquin Tax Collector. Based on tax rates for FY 2021-22.
[4] Based on review of taxes/assessments on subject property and neighboring properties.
[5] Source: Rate and Method of Apportionment. Assigned Special Tax A applicable for FY 2022-23.
[6] Source: Rate and Method of Apportionment. Special Tax B applicable for FY 2022-23.
Source: DTA.

Table 9B
Improvement Area 2 of the City of Stockton
Community Facilities District No. 2018-2 (Westlake Villages II)
Effective Tax Rate Analysis Fiscal Year 2022-23
Meritage Homes

VILLAGE/NAME/BUILDER		VILLAGE M - WESTLAKE (MERITAGE)			
ESTIMATED HOME SIZE [1]		3,153	2,833	2,054	1,743
LAND USE CLASS [2]		1	2	3	4
LAND USE CLASS DESCRIPTION		(>3,000 SF)	(2,501 - 3,000 SF)	(2,001 - 2,500 SF)	(1,501 - 2,000 SF)
CURRENT AVERAGE BASE SALES PRICE [1]		$644,990	$614,990	$559,990	$539,990
AD-VALOREM TAXES [3]	RATE	AMOUNT	AMOUNT	AMOUNT	AMOUNT
BASE PROPERTY TAX RATE	1.0000%	$6,449.90	$6,149.90	$5,599.90	$5,399.90
LODI USD BOND 2011R	0.0070%	$45.15	$43.05	$39.20	$37.80
LODI USD BOND 2012R	0.0125%	$80.62	$76.87	$70.00	$67.50
LONDI USD BOND 2015R	0.0026%	$16.77	$15.99	$14.56	$14.04
LODI SFID 1 BOND 2016R	0.0217%	$139.96	$133.45	$121.52	$117.18
LODI USD BOND 2017	0.0107%	$69.01	$65.80	$59.92	$57.78
LODI USD BOND 2017R	0.0044%	$28.38	$27.06	$24.64	$23.76
LODI SFID 1 BOND 2018	0.0311%	$200.59	$191.26	$174.16	$167.94
LODIA USD BOND 2020	0.0457%	$294.76	$281.05	$255.92	$246.78
SJ DELTA COLLEGE BOND 2015R	0.0126%	$81.27	$77.49	$70.56	$68.04
SJ DELTA COLLEGE BOND 2018D	0.0034%	$21.93	$20.91	$19.04	$18.36
SJ DELTA COLLEGE BOND 2020R	0.0023%	$14.83	$14.14	$12.88	$12.42
TOTAL GENERAL PROPERTY TAXES	***1.1540%***	***$7,443.18***	***$7,096.98***	***$6,462.28***	***$6,231.48***
OVERLAPPING ASSESSMENTS [4]					
WESTLAKE VILL ZONE C-6		$92.00	$92.00	$92.00	$92.00
WESTLAKE VILLAGE MUD ZONE 11		$3.64	$3.64	$3.64	$3.64
CENTRAL DELTA WATER		$2.00	$2.00	$2.00	$2.00
WATER ZONE 2		$2.00	$2.00	$2.00	$2.00
SJC MOSQUITO ABATE		$1.28	$1.28	$1.28	$1.28
SJC MOSQ & VCTR CONTROL BEN ASMT		$9.28	$9.28	$9.28	$9.28
RECL DISTRICT NO. 2042(MR)		$44.24	$44.24	$44.24	$44.24
RECL DISTRICT NO. 2042		$41.86	$41.86	$41.86	$41.86
CSA NO.53 - HAZ WASTE		$4.00	$4.00	$4.00	$4.00
TOTAL SPECIAL ASSESSMENTS & CHARGES		***$200.30***	***$200.30***	***$200.30***	***$200.30***
TOTAL EFFECTIVE TAX RATE EXCLUDING CFD		1.19%	1.19%	1.19%	1.19%
IMPROVEMENT AREA NO. 2 OF CFD 2018-2 (FACILITIES) [5]		*$3,091.30*	*$2,396.21*	*$1,769.03*	*$1,595.00*
CFD 2018-2 (SERVICES) [6]		$551.83	$551.83	$551.83	$551.83
PROJECTED TOTAL PROPERTY TAXES		**$11,286.61**	**$10,245.32**	**$8,983.45**	**$8,578.61**
PROJECTED TOTAL EFFECTIVE TAX RATE		**1.75%**	**1.67%**	**1.60%**	**1.59%**

[1] Source: Market Absorption Study dated May 2022, prepared by the Gregory Group. For each merchant builder, the above table evaluates smallest unit size each RMA Land Use Class.
[2] Rate and Method of Apportionment for Improvement Area No. 2 of CFD No. 2018-2 (Westlake Villages II).
[3] Source: County of San Joaquin Tax Collector. Based on tax rates for FY 2021-22.
[4] Based on review of taxes/assessments on subject property and neighboring properties.
[5] Source: Rate and Method of Apportionment. Assigned Special Tax A applicable for FY 2022-23.
[6] Source: Rate and Method of Apportionment. Special Tax B applicable for FY 2022-23.
Source: DTA.

Table 9C
Improvement Area 2 of the City of Stockton
Community Facilities District No. 2018-2 (Westlake Villages II)
Effective Tax Rate Analysis Fiscal Year 2022-23
Richmond American Homes – Autumn Trails Neighborhood

VILLAGE/NAME/BUILDER		**VILLAGE N - AUTUMN TRAIL (RICHMOND)**	
ESTIMATED HOME SIZE [1]		2,170	1,590
LAND USE CLASS [2]		3	4
LAND USE CLASS DESCRIPTION		(2,001 - 2,500 SF)	(1,501 - 2,000 SF)
CURRENT AVERAGE BASE SALES PRICE [1]		$614,950	$584,950
AD-VALOREM TAXES [3]	RATE	AMOUNT	AMOUNT
BASE PROPERTY TAX RATE	1.0000%	$6,149.50	$5,849.50
LODI USD BOND 2011R	0.0070%	$43.05	$40.95
LODI USD BOND 2012R	0.0125%	$76.87	$73.12
LONDI USD BOND 2015R	0.0026%	$15.99	$15.21
LODI SFID 1 BOND 2016R	0.0217%	$133.44	$126.93
LODI USD BOND 2017	0.0107%	$65.80	$62.59
LODI USD BOND 2017R	0.0044%	$27.06	$25.74
LODI SFID 1 BOND 2018	0.0311%	$191.25	$181.92
LODIA USD BOND 2020	0.0457%	$281.03	$267.32
SJ DELTA COLLEGE BOND 2015R	0.0126%	$77.48	$73.70
SJ DELTA COLLEGE BOND 2018D	0.0034%	$20.91	$19.89
SJ DELTA COLLEGE BOND 2020R	0.0023%	$14.14	$13.45
TOTAL GENERAL PROPERTY TAXES	***1.1540%***	***$7,096.52***	***$6,750.32***
OVERLAPPING ASSESSMENTS [4]			
WESTLAKE VILL ZONE C-6		$92.00	$92.00
WESTLAKE VILLAGE MUD ZONE 11		$3.64	$3.64
CENTRAL DELTA WATER		$2.00	$2.00
WATER ZONE 2		$2.00	$2.00
SJC MOSQUITO ABATE		$1.28	$1.28
SJC MOSQ & VCTR CONTROL BEN ASMT		$9.28	$9.28
RECL DISTRICT NO. 2042(MR)		$44.24	$44.24
RECL DISTRICT NO. 2042		$41.86	$41.86
CSA NO.53 - HAZ WASTE		$4.00	$4.00
TOTAL SPECIAL ASSESSMENTS & CHARGES		***$200.30***	***$200.30***
TOTAL EFFECTIVE TAX RATE EXCLUDING CFD		1.19%	1.19%
IMPROVEMENT AREA NO. 2 OF CFD 2018-2 (FACILITIES) [5]		*$1,769.03*	*$1,595.00*
CFD 2018-2 (SERVICES) [6]		$551.83	$551.83
PROJECTED TOTAL PROPERTY TAXES		**$9,617.68**	**$9.097.45**
PROJECTED TOTAL EFFECTIVE TAX RATE		**1.56%**	**1.56%**

[1] Source: Market Absorption Study dated May 2022, prepared by the Gregory Group. For each merchant builder, the above table evaluates smallest unit size each RMA Land Use Class.
[2] Rate and Method of Apportionment for Improvement Area No. 2 of CFD No. 2018-2 (Westlake Villages II).
[3] Source: County of San Joaquin Tax Collector. Based on tax rates for FY 2021-22.
[4] Based on review of taxes/assessments on subject property and neighboring properties.
[5] Source: Rate and Method of Apportionment. Assigned Special Tax A applicable for FY 2022-23.
[6] Source: Rate and Method of Apportionment. Special Tax B applicable for FY 2022-23.
Source: DTA.

SPECIAL RISK FACTORS

The purchase of the Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks which should be considered before making an investment decision. This discussion does not purport to be comprehensive or definitive or a complete statement of all factors that may be considered as risks in evaluating the credit quality of the Bonds.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the Bonds in the event Special Tax collections are delinquent, other than from amounts, if any, on deposit in the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent, nor is the City obligated to advance funds to pay such debt service on the Bonds. The Bonds are not general obligations of the City but are limited obligations of the City and Improvement Area 2 payable solely from the proceeds of the Special Tax and certain funds held under the Fiscal Agent Agreement, including amounts deposited in the Reserve Fund and investment income thereon, and the proceeds, if any, from the sale of property subject to the Special Tax in the event of a foreclosure. See "SECURITY FOR THE BONDS." Tax revenues available for the payment of the Bonds will be limited to the Net Taxes levied and collected on taxable property within Improvement Area 2.

Levy and Collection of the Special Tax

General. The principal source of payment of principal of and interest on the Bonds is the proceeds of the annual levy and collection of the Special Tax against property within Improvement Area 2.

Limitation on Maximum Annual Special Tax Rate. The annual levy of the Special Tax is subject to the maximum annual Special Tax rate authorized in the Special Tax Formula. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the Bonds.

In addition to the maximum annual Special Tax rate limitation in the Special Tax Formula, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Special Tax Formula is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular Taxable Parcels and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the Taxable Parcels and their proportionate share of debt service on the Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular Taxable Parcels to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of Taxable Parcels could be reduced through the acquisition of Taxable Parcels by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Parcels to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Net Taxes. For a summary of recent Special Tax collection and delinquency rates in Improvement Area 2, see "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA 2 AND SPECIAL TAX BURDEN" herein.

Concentration of Ownership

All of the land within Improvement Area 2 is currently owned by the Merchant Builders. An owner of property in Improvement Area 2 is not personally obligated to pay the Special Tax attributable to the owner's property. Rather, the Special Tax is an obligation only against the parcel of property, secured by the amount which could be realized in a foreclosure proceeding against the property, and not by any promise of the owner to pay. If the value of the property is not sufficient, taking into account other obligations also constituting a lien against the property, the City, Fiscal Agent and owners of the Bonds have no recourse against the owner, such as filing a lawsuit to collect money.

Failure of the Merchant Builders or any future owner of significant property subject to the Special Taxes in Improvement Area 2 to pay installments of Special Taxes when due could cause the depletion of the Reserve Fund prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax and, consequently, result in the delinquency rate reaching a level that would cause an insufficiency in collection of the Special Tax to meet the City's obligations on the Bonds. In that event, there could be a delay or failure in payments on the Bonds. See "SPECIAL RISK FACTORS – Bankruptcy and Foreclosure Delays" below and "SECURITY FOR THE BONDS – Delinquent Payments; Teeter Plan; Covenant for Superior Court Foreclosure."

Development of undeveloped property within Improvement Area 2 may be subject to unexpected delays, disruptions and changes which may affect the willingness and ability of landowners to pay the Special Taxes when due. Certain infrastructure improvements remain to be completed in order to complete construction within Improvement Area 2. No assurance can be given that the remaining proposed residential development will be partially or fully completed, and for purposes of evaluating the investment quality of the Bonds, prospective purchasers should consider the possibility that such parcels will remain vacant and only partially improved.

Appraised Values

The Appraisal estimates the market value of certain taxable property within Improvement Area 2. This market value is merely the present opinion of the Appraiser, and is subject to the

assumptions and limiting conditions stated in the Appraisal. The City has not sought the present opinion of any other appraiser of the value of the taxed parcels. A different present opinion of value might be rendered by a different appraiser.

The opinion of value relates to sale by a willing seller to a willing buyer as of the date of valuation, each having similar information and neither being forced by other circumstances to sell or to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information.

In considering the estimates of value evidenced by the Appraisal, it should be noted that the Appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, as well as the hypothetical condition of the Improvements having been completed, as set forth in the Appraisal (see APPENDIX B hereto). The improvements to be financed by the Bonds were not in place as of the date of inspection; thus, the value estimate is subject to a hypothetical condition (of such improvements being in place).

In addition, the opinion is a present opinion. It is based upon present facts and circumstances. Differing facts and circumstances may lead to differing opinions of value. The appraised market value is not evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the appraised property in Improvement Area 2 could be sold in a foreclosure for the estimated market value contained in the Appraisal. Such sale is the primary remedy available to Bondowners if that property should become delinquent in the payment of Special Taxes.

Property Values and Property Development

The value of taxable property within Improvement Area 2 is a critical factor in determining the investment quality of the Bonds. If a property owner defaults in the payment of the Special Tax, the City's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax.

Land values could be adversely affected by economic and other factors beyond the City's control, such as a general economic downturn, relocation of employers out of the area, shortages of water, electricity, natural gas or other utilities, destruction of property caused by earthquake, flood, wildfires, or other natural disasters, environmental pollution or contamination, or unfavorable economic conditions. Land in Improvement Area 2 is adjacent to cropland areas utilized for hay and corn production, which could increase the chances of a fire in the area, and in an area protected from flooding by levees which could be breached.

Neither the Underwriter nor the City has evaluated development risks related to the development of land in Improvement Area 2. Since these are largely business risks of the type that property owners customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to any particular parcel, the City is issuing the Bonds without regard to any such evaluation. Thus, the creation of the District (and Improvement Area 2 therein) and the issuance of the Bonds in no way implies that the Underwriter or the City has evaluated these risks or the reasonableness of these risks.

The following is a discussion of specific risk factors that could affect the timing or scope of property development in Improvement Area 2 or the value of property in Improvement Area 2.

Land Development. Land values are influenced by the level of development in the area in many respects.

First, undeveloped or partially developed land is generally less valuable than developed land and provides less security to the Owners of the Bonds should it be necessary for Improvement Area 2 to foreclose on undeveloped or partially developed property due to the nonpayment of Special Taxes.

Second, failure to complete development on a timely basis could adversely affect the land values of those parcels that have been completed. Lower land values would result in less security for the payment of principal of and interest on the Bonds and lower proceeds from any foreclosure sale necessitated by delinquencies in the payment of the Special Tax. See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA 2 AND SPECIAL TAX BURDEN – Value to Special Tax Burden Ratios." No assurance can be given that the proposed development within Improvement Area 2 will be completed, and in assessing the investment quality of the Bonds, prospective purchasers should evaluate the risks of non-completion.

Neither the Master Developer nor the Merchant Builders nor any other person provides any assurances that the project currently envisioned for the land in Improvement Area 2 will be completed, or that available sources of financing that will actually be available and sufficient to complete such projected development. The Master Developer and the Merchant Builders have no obligation to the City or to owners of the Bonds to complete the project or the construction of homes within Improvement Area 2.

Risks of Real Estate Investment Generally. Continuing development of land within Improvement Area 2 may be adversely affected by changes in general or local economic conditions, fluctuations in the real estate market, increased construction costs, development, financing and marketing capabilities of individual property owners, water or electricity shortages, and other similar factors. Development in Improvement Area 2 may also be affected by development in surrounding areas, which may compete with Improvement Area 2. In addition, land development operations are subject to comprehensive federal, state and local regulations, including environmental, land use, zoning and building requirements. There can be no assurance that proposed land development operations within Improvement Area 2 will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development, or future growth control initiatives. There can be no assurance that land development operations within Improvement Area 2 will not be adversely affected by these risks.

Natural Disasters. The value of the parcels in Improvement Area 2 in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the parcels in Improvement Area 2 and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding Improvement Area 2, like those in much of the State, may be subject to earthquakes or other unpredictable seismic activity. See "THE DISTRICT AND IMPROVEMENT AREA 2 – Environmental Matters."

Other natural disasters could include, without limitation, landslides, floods, droughts or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because

repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the parcels may well depreciate.

Drought. California is currently in a drought, and has in the past experienced various periods of drought. No assurance can be given that the current drought or any future drought will not adversely impact the development of land within Improvement Area 2.

***Legal Requirements*.** Other events that may affect the value of a parcel include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures. Development in Improvement Area 2 may also be adversely affected by the application of laws protecting endangered or threatened species.

***Hazardous Substances*.** Any discovery of a hazardous substance detected on property within Improvement Area 2 would affect the marketability and the value of some or all of the property in Improvement Area 2. In that event, the owners and operators of a parcel within Improvement Area 2 may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws. State law with regard to hazardous substances are also applicable to property within Improvement Area 2 and are as stringent as the federal laws. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels be contaminated by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The values set forth in the Appraisal do not take into account the possible reduction in marketability and value of any of the parcels within Improvement Area 2 by reason of the possible liability of the owner (or operator) for the remedy of a hazardous substance condition on a parcel. Although the City is not aware that the owner (or operator) of any of the property within Improvement Area 2 has a current liability for a hazardous substance with respect to any of the parcels, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels within Improvement Area 2 resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel within Improvement Area 2 that is realizable upon a foreclosure sale.

Endangered and Threatened Species. It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. The discovery of an endangered plant or animal could delay development of undeveloped property in Improvement Area 2 or reduce the value of such property.

Other Possible Claims Upon the Value of Taxable Property

While the Special Taxes are secured by the Taxable Parcels in Improvement Area 2, the security only extends to the value of such property that is not subject to priority and parity liens and similar claims. The table in the section entitled "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA 2 AND SPECIAL TAX BURDEN – Overlapping Liens and Priority of Lien" shows the presently outstanding amount of governmental obligations (with stated exclusions), the tax or assessment for which is or may become an obligation of one or more of the Taxable Parcels. The table also states the additional amount of general obligation bonds the tax for which, if and when issued, may become an obligation of one or more of the Taxable Parcels. The table does not specifically identify which of the governmental obligations are secured by liens on one or more of the Taxable Parcels.

The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area 2. Other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of taxable property and may be secured by a lien on a parity with the lien of the Special Tax securing the Bonds.

In general, as long as the Special Tax is collected on the County tax roll, the Special Tax and all other taxes, assessments and charges also collected on the tax roll are on a parity, that is, are of equal priority. Questions of priority become significant when collection of one or more of the taxes, assessments or charges is sought by some other procedure, such as foreclosure and sale. In the event of proceedings to foreclose for delinquency of Special Taxes securing the Bonds, the Special Tax will be subordinate only to existing prior governmental liens, if any. Otherwise, in the event of such foreclosure proceedings, the Special Taxes will generally be on a parity with the other taxes, assessments and charges, and will share the proceeds of such foreclosure proceedings on a pro rata basis. Although the Special Taxes will generally have priority over non-governmental liens on a Taxable Parcel, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See "– Bankruptcy and Foreclosure Delays" below.

Bankruptcy and Foreclosure Delays

The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in "SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Teeter Plan; Covenant for Superior Court Foreclosure" and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary ad valorem property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the Reserve Fund is depleted. See "SECURITY FOR THE BONDS – Delinquent Payments; Teeter Plan; Covenant for Superior Court Foreclosure."

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the "**FDIC**") has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within Improvement Area 2.

The payment of the Special Tax and the ability of the City to foreclose the lien of a delinquent unpaid Special Tax may also be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Other laws generally affecting creditors' rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

To the extent that property in Improvement Area 2 continues to be owned by a limited number of property owners, the chances are increased that the Reserve Fund could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the Reserve Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the Bonds on a timely basis.

FDIC/Federal Government Interests in Properties

General. The ability of the City to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the Federal Deposit Insurance Corporation (the "**FDIC**"), the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding."

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes within Improvement Area 2 but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and Improvement Area 2 wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("**FNMA**") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

No Acceleration Provisions

The Bonds do not contain a provision allowing for their acceleration in the event of a payment default or other default under the terms of the Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a Bondowner is given the right for the equal benefit and protection of all Bondowners similarly situated to pursue certain remedies. So long as the Bonds are in book-entry form, DTC will be the sole Bondowner and will be entitled to exercise all rights and remedies of Bond holders, in accordance with its procedures and rules.

Loss of Tax Exemption

As discussed under the caption "TAX MATTERS," interest on the Bonds might become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued as a result of future acts or omissions of the City in violation of its covenants in the Fiscal Agent Agreement. The Fiscal Agent Agreement does not contain a special redemption feature triggered by the occurrence of an event of taxability. As a result, if interest on the Bonds were to become includable in gross income for purposes of federal income taxation, the Bonds would continue to remain outstanding until maturity unless earlier redeemed pursuant to optional redemption, mandatory sinking fund redemption or special mandatory redemption upon prepayment of the Special Taxes.

IRS Audit of Tax-Exempt Bond Issues

The Internal Revenue Service (the "**IRS**") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of such Bonds might be affected as a result of such an audit of such Bonds (or by an audit of similar bonds or securities).

Voter Initiatives

From time to time, initiative measures qualify for the State ballot pursuant to the State's constitutional initiative process and those measures could be adopted by State voters. The adoption of any such initiative might place limitations on the ability of the State, the City, the County or other local districts to increase revenues or to increase appropriations or on the ability of the landowners to complete the development of Improvement Area 2. See "– Property Values and Property Development" above.

Under the State Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the City. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the Special Tax Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIIIC and XIIID to the State Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, State voters approved Proposition 26, entitled the "Supermajority Vote to Pass New Taxes and Fees Act". Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as "fees." Proposition 26 amended Articles XIIIA and XIIIC of the State Constitution. The amendments to Article XIIIA limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes ("special taxes") require a two-thirds vote.

The Special Taxes and the Bonds were each authorized by not less than a two-thirds vote of the landowners within Improvement Area 2 who constituted the qualified electors at the time of such voted authorization. The District believes, therefore, that issuance of the Bonds does not require the conduct of further proceedings under the Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on Improvement Area 2 can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

Case Law Related to the Mello-Roos Act

On August 1, 2014, the California Court of Appeal, Fourth Appellate District, issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997). The case involved a Convention Center Facilities District (the "**CCFD**") established by the City of San Diego. The CCFD is a financing district established under San Diego's city charter (the "**Charter**") and was intended to function much like a community facilities district established under the Act. The CCFD was comprised of all of the real property in the entire city. However, the CCFD special tax was to be levied only on properties in the CCFD that were improved with a hotel.

At the election to authorize the CCFD special tax, the CCFD proceedings limited the electorate to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel was located. Registered voters in the City of San Diego were not permitted to vote. This definition of the qualified electors of the CCFD was based on Section 53326(c) of the Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed community facilities district whose property would be subject to the special tax. The *San Diego* Court held that the CCFD special tax election did not comply with its Charter and with applicable provisions of the State Constitution -- specifically Article XIIIA, section 4 ("Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district . . .") and Article XIIIC, section 2(d) ("No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote.") -- because the electors in the CCFD election should have been the registered voters residing within the CCFD (the boundaries of which were coterminous with the boundaries of the City of San Diego).

As to Improvement Area 2, there were no registered voters within Improvement Area 2 at the time of the election to authorize the Special Taxes. Significantly, the *San Diego* Court expressly stated that it was not addressing the validity of a landowner election to impose special taxes on property pursuant to the Act in situations where there are fewer than 12 registered voters. Therefore, by its terms, the *San Diego* Court's holding does not apply to the special tax election in Improvement Area 2. Moreover, Sections 53341 and 53359 of the Act establish a limited period of time in which special taxes levied under the Act may be challenged by a third party, which time period has now passed.

COVID-19

The spread of the COVID-19 coronavirus pandemic, and responses intended to slow its spread, are likely to result in negative impacts to the homebuilding operations and sales of homes within Improvement Area 2. There can be no assurances that the spread of the virus and the related shelter in place order and social distancing requirements currently imposed by the State of California, or other State or local mandates and/or other responses intended to slow its spread will not materially adversely impact the pace of sales of lots or homes or the willingness of owners of land in Improvement Area 2, including the Master Developer, the Merchant Builders or individual homeowners, to pay the Special Taxes securing the Bonds. In addition, no assurance can be given that the property tax payment dates will not be deferred in the future, which may cause a delay in the receipt of Net Taxes by the City for the payment of the Bonds. Finally, stock and municipal bond markets in the U.S. and globally have seen significant volatility attributed to coronavirus concerns; there can be no assurances that these or other concerns that emerge later will not materially adversely impact the secondary market for the Bonds.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect

to State of California personal income tax and federal income tax consequences of owning such Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the Bonds, or as to the consequences of owning or receiving interest on the Bonds, as of any future date. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the Bonds, the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

LEGAL MATTERS

Legal Opinion

The legal opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, approving the validity of the Bonds will be made available to purchasers at the time of original delivery and is attached in substantially final form as APPENDIX E.

Jones Hall, A Professional Law Corporation, San Francisco, California, is also serving as Disclosure Counsel to the City. The City Attorney will pass upon certain legal matters for the City. Kutak Rock LLP, San Francisco, California will pass upon certain legal matters for the Underwriter as counsel to the Underwriter.

No Litigation

At the time of delivery of and payment for the Bonds, the City Attorney will deliver his opinion that to the best of its knowledge there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or regulatory agency pending against the

City affecting its existence or the titles of its officers to office or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Fiscal Agent Agreement or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any of said documents.

CONTINUING DISCLOSURE

The City

The City will covenant for the benefit of owners of the Bonds to provide certain financial information and operating data relating to Improvement Area 2 (the "**City Annual Report**") by not later than March 31 following the end of the City's fiscal year, commencing March 31, 2023, with the report for the fiscal year ending June 30, 2022, and to provide notices of the occurrence of certain listed events ("**Notice Events**"). These covenants have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5), as amended (the "**Rule**"). The specific nature of the information to be contained in the Annual Report or the notices of listed events is set forth in APPENDIX F.

In the preceding five years, the City failed to timely comply in certain respects with its previous undertakings with regard to the Rule to provide annual reports, adopted budgets, or notices of Notice Events, and in some instances, information was not associated with the correct CUSIP number. In addition, on occasions during the last five years the City failed to provide its audited or unaudited financial statements in the time required by its continuing disclosure undertakings and failure to file notices were not filed. [Underwriter to confirm]

Richmond American Homes

Richmond American Homes will also agree for the benefit of the owners of the Bonds in a Continuing Disclosure Certificate to provide certain semi-annual information on March 31 and September 30 of each year (each, a "**Developer Semi-Annual Report**"), and notice of the occurrence of certain events with respect to itself and the property it owns in Improvement Area 2. The complete text of the Continuing Disclosure Certificate of Richmond American Homes is set forth in APPENDIX F.

Richmond American Homes' obligation to provide the Developer Semi-Annual Reports and listed event disclosure will terminate when the Richmond American Homes and its affiliates, including successor thereto, own parcels in Improvement Area 2 that are subject to less than 20% of the annual Special Tax levy.

Meritage Homes

Meritage Homes will also agree for the benefit of the owners of the Bonds in a Continuing Disclosure Certificate to provide a Developer Semi-Annual Report on March 31 and September 30 of each year, and notice of the occurrence of certain events with respect to itself and the property it owns in Improvement Area 2. The complete text of the Continuing Disclosure Certificate of Meritage Homes is set forth in APPENDIX F.

Meritage Homes' obligation to provide the Developer Semi-Annual Reports and listed event disclosure will terminate when the Meritage Homes and its affiliates, including successor thereto, own parcels in Improvement Area 2 that are subject to less than 20% of the annual Special Tax levy.

NO RATINGS

The City has not applied to a rating agency for the assignment of a rating to the Bonds and does not contemplate applying for a rating.

UNDERWRITING

The Bonds are being purchased by Oppenheimer & Co. Inc. as underwriter (the "**Underwriter**"), at a purchase price of $_____, which represents the aggregate principal amount of the Bonds ($_____) less an Underwriter's discount of $_____ and [less/ plus] an original issue [discount/premium] of $_____.

The purchase agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds, if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in such purchase agreement.

The Underwriter may offer and sell the Bonds to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriter.

MUNICIPAL ADVISORS

KNN Public Finance of Berkeley, California is serving as municipal advisor to the City in connection with the offering of the Bonds. Del Rio Advisors, LLC of Modesto, California, serves as the City's independent registered municipal advisor. All financial and other information presented in this Official Statement has been provided by the City and others from their records. Unless otherwise footnoted, neither KNN Public Finance nor Del Rio Advisors, LLC takes responsibility for the accuracy or completeness of any data provided by the City or others and neither firm has undertaken to make an independent verification and neither firm assumes responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. KNN Public Finance has assisted the City with the structure, timing and terms for the sale of the Bonds. Each municipal advisor firm provides municipal advisory services only and does not engage in the underwriting, marketing, or trading of municipal securities or other negotiable instruments. The fees of KNN Public Finance are contingent upon the successful closing of the Bonds.

EXECUTION

The execution and delivery of the Official Statement by the City has been duly authorized by the City Council, acting as the legislative body of the District.

CITY OF STOCKTON

By: _____
Chief Financial Officer

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX B

THE APPRAISAL

APPENDIX C

THE ABSORPTION REPORT

APPENDIX D

SAN JOAQUIN COUNTY AND CITY OF STOCKTON DEMOGRAPHIC INFORMATION

*Improvement Area 2 of the District is located in the City of Stockton (the "**City**"), which is located in the center of San Joaquin County (the "**County**"), California (the "**State**"). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the City secured solely by the Net Taxes generated in Improvement Area 2 and certain other funds held pursuant to the Fiscal Agent Agreement, all as described in more detail in this Official Statement.*

General

The City is situated amidst the farmland of California's San Joaquin Valley, a subregion of the Central Valley, whose boundaries encompass 64.8 square miles of waterways, which make up the California Delta. The City is located 78 miles east of the San Francisco Bay area, 345 miles north of San Francisco and 45 miles south of Sacramento. The Stockton Metropolitan Statistical Area, which encompasses the entire County, covers approximately 1,400 square miles.

The City was founded by Captain Charles Maria Weber in 1849 after he acquired Rancho de los Franceses and is named after Robert F. Stockton and was the first community in State to not have a name of Spanish or Native American origin. The City is located on the San Joaquin River in northern San Joaquin Valley. With 322,489 people, Stockton is the 13th largest city in California and the 63rd largest city in the United States. According to the United States Census Bureau, the city occupies a total area of 64.8 square miles, of which 61.7 square miles is land and 3.1 square miles (4.76%) is water. The City is a municipal corporation and a charter city, duly organized and existing under the constitution and laws of the State.

Stockton is the largest inland seaport in California. Since the California Gold Rush, it has served as a gateway to the Central Valley. It provided easy access for trade and transportation to the southern gold mines. It has been the location of the oldest chartered university in California, University of the Pacific, since 1923. Historically an agricultural community, Stockton's economy has since diversified into other industries, which include telecommunications and manufacturing. Stockton's central location, relative to both San Francisco, and Sacramento, as well as its proximity to the state and interstate freeway system, together with its comparatively inexpensive land costs, have prompted several companies to base their regional operations in the City.

Population

Population figures for the City, the County and the State for the last five years are shown in the following table.

CITY OF STOCKTON, SAN JOAQUIN COUNTY AND THE STATE OF CALIFORNIA
Population Estimates
Calendar Years 2018 through 2022 as of January 1

Calendar Year	City of Stockton	San Joaquin County	State of California
2018	315,099	752,958	39,519,535
2019	317,356	764,373	39,605,361
2020	323,456	779,233	39,538,223
2021	323,884	782,372	39,303,157
2022	322,489	784,298	39,185,605

Source: State Department of Finance estimates.

Major Employers

The following table lists the largest employers within the City.

CITY OF STOCKTON
Principal Employers
Fiscal Year 2020-21

Employer Name	No. of Employees
Stockton Unified School District	5,205
St. Joseph's Medical Center	4,600
Amazon	2,100
City of Stockton	2,099
San Joaquin County	2,000
Pacific Gas and Electric	1,550
Lincoln Unified School District	1,212
Kaiser Permanente	1,065
University of the Pacific	1,021
San Joaquin Delta College	1,007

Source: City of Stockton Annual Comprehensive Financial Report 2020-21.

The County's major employers are set forth below in alphabetized order.

COUNTY OF SAN JOAQUIN
Major Employers
(As of May 2022)

Employer Name	Location	Industry
A Sambado & Sons Inc	Linden	Nuts-Edible
Amazon Fulfillment Ctr	Stockton	Mail Order Fulfillment Service
Ashley Lane LP	Stockton	Real Estate
Blue Shield of California	Lodi	Insurance
Dameron Hospital	Stockton	Hospitals
Deuel Vocational Instn Fire	Tracy	Fire Departments
Foster Care Svc	Stockton	Government Offices-County
Leprino Foods Co	Tracy	Cheese Processors (mfrs)
Lodi Health Home Health Agency	Lodi	Home Health Service
Lodi Memorial Hospital	Lodi	Hospitals
NA Chaderjian Youth	Stockton	State Govt-Correctional Institutions
Pacific Coast Producers	Lodi	Canning (mfrs)
Prima Frutta Packing Inc	Linden	Fruit & Produce Packers
Safeway Distribution Ctr	Tracy	Distribution Centers (whls)
San Joaquin County CA Pubc	Stockton	Government Offices-County
San Joaquin County Human Svc	Stockton	Government Offices-County
San Joaquin County Sch	Stockton	School Districts
San Joaquin General Hospital	French Camp	Hospitals
San Joaquin Sheriff's Office	French Camp	Government Offices-County
Sjgov	Stockton	Government Offices-County
St Joseph's Cancer Ctr	Stockton	Cancer Treatment Centers
St Joseph's Regional Health	Stockton	Hospitals
Stockton Police Dept	Stockton	Police Departments
Stockton Unified School Dist	Stockton	School Districts
Walmart Supercenter	Stockton	Department Stores

Source: California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2022 2nd Edition.

Employment and Industry

The Community Facilities District is included in the Stockton Metropolitan Statistical Area ("**MSA**"), which includes all of San Joaquin County. The unemployment rate in the San Joaquin County was 5.7 percent in March 2022, down from a revised 6.6 percent in February 2022, and below the year-ago estimate of 10.2 percent. This compares with an unadjusted unemployment rate of 4.2 percent for California and 3.8 percent for the nation during the same period.

Set forth below is data from calendar years 2017 to 2021 reflecting the County's civilian labor force, employment and unemployment. These figures are county-wide statistics and may not necessarily accurately reflect employment trends in the Community Facilities District.

STOCKTON-LODI MSA
(San Joaquin County)
Annual Average Labor Force and Employment by Industry
Calendar Years 2017 through 2021
(March 2021 Benchmark)

	2017	2018	2019	2020	2021
Civilian Labor Force [1]	323,000	324,100	327,100	334,300	334,300
Employment	300,200	304,200	307,500	295,600	305,300
Unemployment	22,700	19,900	19,600	38,700	29,000
Unemployment Rate	7.0%	6.1%	6.0%	11.6%	8.7%
Wage and Salary Employment: [2]					
Agriculture	16,400	15,600	15,400	14,600	13,700
Mining and Logging	100	100	100	100	100
Construction	11,700	12,800	13,100	13,000	13,800
Manufacturing	20,300	20,600	20,600	20,200	20,900
Wholesale Trade	11,200	11,800	11,700	10,600	10,800
Retail Trade	26,800	26,700	26,200	24,600	26,100
Transportation, Warehousing and Utilities	26,200	28,400	31,300	38,800	41,700
Information	1,800	1,800	1,600	1,200	1,200
Financial Activities	7,800	7,800	7,900	7,800	8,000
Professional and Business Services	19,200	19,600	20,200	21,300	22,400
Educational and Health Services	38,200	38,800	39,100	37,300	38,400
Leisure and Hospitality	21,500	22,000	22,600	18,500	21,100
Other Services	7,600	7,600	7,800	6,800	7,100
Federal Government	3,100	3,100	3,200	3,300	3,100
State Government	6,600	6,700	6,800	6,800	6,000
Local Government	32,800	33,700	34,900	33,000	32,800
Total All Industries [3]	251,200	257,000	262,500	257,800	267,100

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(3) Totals may not add due to rounding.
Source: State of California Employment Development Department.

Construction Activity

The tables below summarize building activity in the City and the County from calendar years 2016 through 2020. Annual figures are not yet available for calendar year 2021.

CITY OF STOCKTON
Building Permit Activity
For Calendar Years 2016 through 2020
(Dollars in Thousands)

	2016	2017	2018	2019	2020
Permit Valuation					
New Single-family	$58,734.6	$65,565.6	$104,468.2	$99,207.4	$129,515.4
New Multi-family	14,797.4	13,036.7	0.0	32,175.0	12,061.1
Res. Alterations/Additions	75,506.4	62,938.1	61,592.1,	66,557.3	11,378.0
Total Residential	149,038.4	141,540.40	166,060.3	197,939.7	152,954.5
New Commercial	6,368.7	9,109.4	21,301.7	20,758.4	25,926.8
New Industrial	1,890.0	140,561.4	68,896.1	104,091.5	7,898.5
New Other	3,068.0	1,823.1	665.0	1,684.1	5,213.4
Com. Alterations/Additions	112,910.9	104,330.1	109,640.5	179,066.8	46,657.9
Total Nonresidential	124,237.6	265,829.6	200,503.3	305,600.8	85,696.6
New Dwelling Units					
Single Family	215	238	324	302	481
Multiple Family	25	115	0	262	93
TOTAL	240	353	324	564	574

Source: Construction Industry Research Board, Building Permit Summary.

COUNTY OF SAN JOAQUIN
Building Permit Activity
For Calendar Years 2016 through 2020
(Dollars in Thousands)

	2016	2017	2018	2019	2020
Permit Valuation					
New Single-family	$467,494.7	$652,308.1	$883,071.1	$843,700.9	$870,859.6
New Multi-family	66,794.5	62,635.8	99,601.4	57,271.1	38,411.8
Res. Alterations/Additions	99,049.9	86,516.1	95,073.4	98,681.9	40,144.4
Total Residential	633,339.1	801,460.0	1,077,745.9	999,653.9	949,415.8
New Commercial	218,485.4	357,856.9	498,359.0	380,383.3	255,761.2
New Industrial	61,687.0	179,728.4	240,073.7	120,003.8	534,199.5
New Other	46,379.4	27,794.7	31,904.4	61,991.7	33,112.3
Com. Alterations/Additions	298,721.9	269,172.8	249,142.4	363,841.0	135,285.4
Total Nonresidential	625,273.7	834,552.8	1,019,479.5	926,219.8	958,358.4
New Dwelling Units					
Single Family	1,754	2,078	2,765	2,564	2,843
Multiple Family	550	516	593	461	245
TOTAL	2,304	2,594	3,358	3,025	3,088

Source: Construction Industry Research Board, Building Permit Summary.

Effective Buying Income

"Effective Buying Income" is defined as personal income less personal tax and nontax payments, a number often referred to as "disposable" or "after-tax" income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as "disposable personal income."

The following table summarizes the total effective buying income for the City, the County, the State and the United States for the period 2018 through 2022.

CITY OF STOCKTON, SAN JOAQUIN COUNTY AND THE STATE OF CALIFORNIA
Effective Buying Income
2018 through 2022

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2018	City of Stockton	$5,300	$42,327
	San Joaquin County	14,793	49,883
	California	1,113,648	59,646
	United States	8,640,770	50,735
2019	City of Stockton	$5,964	$46,022
	San Joaquin County	16,801	55,534
	California	1,183,264	62,637
	United States	9,017,968	52,841
2020	City of Stockton	$6,301,309	$47,701
	San Joaquin County	17,868,858	58,141
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303
2021	City of Stockton	$6,408,269	$49,625
	San Joaquin County	18,493,713	59,914
	California	1,290,894,604	67,956
	United States	9,809,944,764	56,790
2022	City of Stockton	$7,510,371	$58,964
	San Joaquin County	21,672,926	68,971
	California	1,452,426,153	77,058
	United States	11,208,582,541	64,448

Source: *The Nielsen Company (US), Inc for year 2018; Claritas, LLC for 2019 through 2022.*

Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables.

The total taxable sales during calendar year 2021 in the City were reported to be $6,108,929,148, a 29.18% increase from the total taxable sales of $ $4,729,022,477 reported during calendar year 2020.

CITY OF STOCKTON
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2017	3,932	$3,173,796	5,812	$4,211,728
2018	4,094	3,351,992	6,160	4,494,043
2019	4,262	3,458,758	6,470	4,694,505
2020	4,797	3,498,450	7,411	4,729,022
2021	4,729	4,477,798	7,347	6,108,929

Source: State of California, Board of Equalization.

The total taxable sales during calendar year 2021 in the County were reported to be $22,244,519,236, a 41.22% increase over the total taxable sales of $15,752,224,761 reported during calendar year 2020.

SAN JOAQUIN COUNTY
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2017	9,506	$7,994,473	14,758	$12,153,268
2018	9,660	8,855,169	15,473	13,457,721
2019	9,978	9,058,063	16,144	14,311,068
2020	11,188	10,122,979	18,358	15,609,880
2021	10,642	15,100,195	17,665	22,244,519

Source: State of California, Board of Equalization.

Transportation

The City. The City is located on Interstate 5, the West Coast's major route from Canada to Mexico. The City's Crosstown Freeway connects Interstate 5 with State Route 99, the State's other principal north-south freeway. Other freeway connections provide convenient access to the San Francisco Bay area and Reno. Thirty-five major transcontinental truck lines and nearly 200 contract carriers serve the City. The City is also served by Greyhound and the San Joaquin Regional Transit District.

The Port of Stockton, the largest inland deep water seaport in the State, is served by numerous international shipping companies through the Stockton Channel to the San Francisco Bay. The modem port facility handles dry and liquid bulk commodities and general cargo.

The Stockton Metropolitan Airport serves the San Joaquin Valley with passenger and air freight facilities, including regularly scheduled commercial passenger service.

Railroad service is provided to the City by Burlington Northern, Santa Fe and the Union Pacific railroads. Daily passenger service by Amtrak is available to San Francisco, San Francisco and Sacramento.

The County. Major highways in the County include: Interstate 5, Interstate 205, Interstate 580, State Route 99, State Route 4 (Crosstown Freeway/California Delta Highway) and State Route 120. The San Joaquin Regional Transit District provides bus service within the City of Stockton in addition to routes throughout the County and commuter routes to Livermore, Pleasanton, Sacramento and Santa Clara County. Greyhound and Amtrak also provide service. The Stockton Metropolitan Airport serves the San Joaquin Valley with passenger and air freight facilities.

Education

Within the City, there are 4 colleges, Delta College, California State University Stanislaus extension (public), University of the Pacific, and Humphrey's College with a total of approximately 13,250 students. There are 6 high schools, 7 middle schools and 35 elementary schools (17 private).

APPENDIX E

FORM OF OPINION OF BOND COUNSEL

[Closing Date]

City Council
City of Stockton
425 N El Dorado Street
Stockton, California 95202

OPINION: $_____ Improvement Area 2 of the City of Stockton
Community Facilities District No. 2018-2 (Westlake Villages II)
Special Tax Bonds Series 2022

Members of the City Council:

We have acted as bond counsel to the City of Stockton (the "City") in connection with the issuance by the City of its $_____ Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) Special Tax Bonds Series 2022 (the "Bonds"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311, et seq. of the California Government Code (the "Act") and a Fiscal Agent Agreement dated as of July 1, 2022 (the "Fiscal Agent Agreement") by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a public body, corporate and politic, with the power to adopt the resolution authorizing the issuance of the Bonds (the "Resolution"), enter into the Fiscal Agent Agreement, and perform the agreements on its part contained therein, and issue the Bonds.

2. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding limited obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.

3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a valid and binding obligation of the City enforceable upon the City.

4. Pursuant to the Act, the Fiscal Agent Agreement creates a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinion set forth in the preceding sentence is subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986 that must be satisfied subsequent to the issuance of the Bonds in order that such interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Resolution and the Fiscal Agent Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in appropriate cases.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX F

FORM OF CONTINUING DISCLOSURE UNDERTAKINGS

CONTINUING DISCLOSURE CERTIFICATE
(City)

$_____
IMPROVEMENT AREA 2 OF THE CITY OF STOCKTON
COMMUNITY FACILITIES DISTRICT NO. 2018-2
(WESTLAKE VILLAGES II)
SPECIAL TAX BONDS, SERIES 2022

This CONTINUING DISCLOSURE CERTIFICATE (this "Disclosure Certificate"), dated as of July 1, 2022 is executed and delivered by the CITY OF STOCKTON (the "City"), in connection with the execution and delivery of its Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) Special Tax Bonds Series 2022 (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement, dated as of July 1, 2022 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent").

The City covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Dissemination Agent" means, initially, Willdan Financial Services, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation in accordance with Section 8 of this Disclosure Certificate.

"District" means the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II).

"Improvement Area 2" means Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II).

"Listed Events" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"Official Statement" means the final official statement executed by the City in connection with the issuance of the Bonds.

"Participating Underwriter" means Oppenheimer & Co. Inc., as the original underwriter of the Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

"Special Taxes" means the special taxes levied on taxable property within Improvement Area 2 that are pledged to repayment of the Bonds.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than March 31 following the end of the City's Fiscal Year (presently June 30), commencing with the report for the 2021-22 Fiscal Year due March 31, 2023, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided, that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event. The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) to the MSRB in a timely manner, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A to this Disclosure Certificate.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine prior to each Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) For the report due no later than March 31, 2023 and each Annual Report due thereafter, the following additional information:

(i) A maturity schedule for the outstanding Bonds, and a listing of Bonds, if any, redeemed prior to maturity during the prior Fiscal Year.

(ii) Balance in the Reserve Fund (and any accounts therein), and statement of the Reserve Requirement for the Bonds. Statement of projected reserve fund draw, if any.

(iii) Balance in other funds and accounts held by the City or Fiscal Agent related to the Bonds.

(iv) A table indicating the levy of Special Taxes, amount collected, delinquent amount and percent of Special Tax levy delinquent for the most recent Fiscal Year.

(v) The aggregate assessed value of the properties in Improvement Area 2 for the most recent Fiscal Year.

(vi) Identification of each delinquent property owner in Improvement Area 2 representing more than 5% of the levy of Special Taxes in Improvement Area 2, and the value-to-lien ratios of the corresponding property, together with the following information respecting each such parcel:

(A) the amount delinquent (exclusive of late charges and monthly penalties for reinstatement) and the assessed value of such parcel;

(B) the date of the first delinquency;

(C) the status of any foreclosure action by the City;

(D) in the event a foreclosure complaint has been filed respecting such delinquent parcel and such complaint has not yet been dismissed, the date on which the complaint was filed in the California Superior Court; and

(E) in the event a foreclosure sale has occurred respecting such delinquent parcel, a summary of the results of such foreclosure sale.

(c) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Listed Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

(1) Principal and interest payment delinquencies.
(2) Non-payment related defaults, if material.
(3) Unscheduled draws on debt service reserves reflecting financial difficulties.
(4) Unscheduled draws on credit enhancements reflecting financial difficulties.
(5) Substitution of credit or liquidity providers, or their failure to perform.
(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
(7) Modifications to rights of security holders, if material.
(8) Bond calls, if material, and tender offers.
(9) Defeasances.
(10) Release, substitution, or sale of property securing repayment of the securities, if material.
(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.
(13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
(14) Appointment of a successor or additional fiscal agent or the change of name of the fiscal agent, if material.
(15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for the definition of financial obligation, see clause (e)).
(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the

City, any of which reflect financial difficulties (for the definition of financial obligation, see clause (e)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor

Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted; and

(b) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or

specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save harmless the Dissemination Agent, its officers, directors, employees and agents (each, an "Indemnified Party"), against any loss, expense and liability which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding losses, liabilities, costs and expenses due to an Indemnified Party's negligence, willful misconduct or failure to perform its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder, and shall not be deemed to be acting in any fiduciary capacity for the City, the holders and beneficial owners from time to time of the Bonds or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all reasonable and documented expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Notices. Any notice or communications required to be given to the Dissemination Agent, the City or the Participating Underwriter may be given as follows:

To the Dissemination Agent:	Willdan Financial Services 27368 Via Industria, Suite 200 Temecula, California 92590
To the City:	City of Stockton 425 N. El Dorado Street Stockton, California 95202 Attn: Chief Financial Officer
To the Participating Underwriter:	Oppenheimer & Co. Inc. 580 California Street, Suite 2300 San Francisco, California 94104

Any person may, by written notice to the other persons listed above, designate a different address to which subsequent notices or communications should be sent.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

CITY OF STOCKTON, for and on behalf of Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II)

By: _____
Authorized Officer

Accepted by Dissemination Agent:

WILLDAN FINANCIAL SERVICES,
as Dissemination Agent

By: _____
Name: _____
Title: _____

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Stockton

Name of Bond Issue: $_____ Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) Special Tax Bonds, Series 2022

Date of Issuance: _____, 2022

NOTICE IS HEREBY GIVEN that the City of Stockton (the "City"), on behalf of Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II), has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate dated July 1, 2022. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

[Dissemination Agent]

By: _____
Authorized Officer

cc: City of Stockton

FORM OF CONTINUING DISCLOSURE CERTIFICATE
(Merchant Builder)

$_____
IMPROVEMENT AREA 2 OF THE CITY OF STOCKTON
COMMUNITY FACILITIES DISTRICT NO. 2018-2
(WESTLAKE VILLAGES II)
SPECIAL TAX BONDS, SERIES 2022

THIS CONTINUING DISCLOSURE CERTIFICATE (the "Disclosure Certificate") dated as of July 1, 2022, is executed by _____ (the "Developer") in connection with the execution and delivery by the City of Stockton (the "City") of its City of Stockton Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) Special Tax Bonds Series 2022 (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement, dated as of July 1, 2022 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent").

The Developer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Developer for the benefit of the holders and beneficial owners of the Bonds.

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Affiliate" of another Person means (a) a Person directly or indirectly owning, controlling, or holding with power to vote, 5% or more of the outstanding voting securities of such other Person, (b) any Person, 5% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by such other Person, and (c) any Person directly or indirectly controlling, controlled by, or under common control with, such other Person. For purposes hereof, control means the power to exercise a controlling influence over the management or policies of a Person, unless such power is solely the result of an official position with such Person.

"Assumption Agreement" means an undertaking of a Major Owner, or an Affiliate thereof, for the benefit of the holders and beneficial owners of the Bonds containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner's development and financing plans with respect to Improvement Area 2), whereby such Major Owner or Affiliate agrees to provide periodic reports and notices of significant events, setting forth the information described in sections 4 and 5 hereof, respectively, with respect to the portion of the property in Improvement Area 2 owned by such Major Owner and its Affiliates and, at the option of the Developer or such Major Owner, agrees to indemnify the Dissemination Agent (if any) pursuant to a provision substantially in the form of Section 11 hereof.

"Dissemination Agent" means _____, or any successor Dissemination Agent designated in writing by the Developer, and which has filed with the Developer, the City and the Fiscal Agent a written acceptance of such designation, and which is experienced in providing dissemination agent services such as those required under this Disclosure Certificate.

"District" means the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II).

"Improvement Area 2" means Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II).

"Listed Events" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"Major Owner" means, as of any Report Date, an owner of land in Improvement Area 2 that is responsible in the aggregate for 20% or more of the Special Taxes in Improvement Area 2 anticipated to be levied at any time during the then-current fiscal year.

"MSRB" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"Official Statement" means the final official statement executed by the City in connection with the issuance of the Bonds.

"Participating Underwriter" means Oppenheimer & Co. Inc., the original Underwriter of the Bonds.

"Periodic Report" means any Periodic Report provided by the Developer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

"Property" means the property owned by the Developer or an Affiliate in Improvement Area 2.

"Report Date" means March 31 and September 30 of each fiscal year.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Special Taxes" means the special taxes levied on taxable property within Improvement Area that are pledged to repayment of the Bonds.

Section 3. Provision of Periodic Reports.

(a) The Developer shall, or, upon written direction of the Developer the Dissemination Agent shall, not later than each Report Date, commencing March 31, 2023, file or cause to be filed with the MSRB a Periodic Report which is consistent with the requirements of Section 4 of this Disclosure Certificate with a copy to the Fiscal Agent (if different from the Dissemination Agent), the Participating Underwriter and the City. Not later than 15 calendar days prior to the Report Date, the Developer shall provide the Periodic Report to the Dissemination Agent (if different from the Developer). The Developer shall provide a written certification with (or included as a part of) each Periodic Report furnished to the Dissemination Agent (if different from the Developer), the Fiscal Agent (if different from the Dissemination Agent), the Participating Underwriter and the City to the effect that such Periodic Report constitutes the Periodic Report required to be furnished by it under this Disclosure Certificate. The Dissemination Agent, the Fiscal Agent, the Participating Underwriter and the City may conclusively rely upon such certification of the Developer and shall have no duty or obligation to review the Periodic Report. The Periodic Report may be submitted as a single document or as separate documents comprising a package, and may incorporate by reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Dissemination Agent does not receive a Periodic Report by 15 calendar days prior to the Report Date, the Dissemination Agent shall send a reminder notice to the Developer that the Periodic Report has not been provided as required under Section 3(a) above. The reminder notice shall instruct the Developer to determine whether its obligations under this Disclosure Certificate have terminated (pursuant to Section 6 below) and, if so, to provide the Dissemination Agent with a notice of such termination in the same manner as for a Listed Event (pursuant to Section 5 below). If the Developer does not provide, or cause the Dissemination Agent to provide, a Periodic Report to the MSRB by the Report Date as required in subsection (a) above, the Dissemination Agent shall send a notice in a timely manner to the MSRB in substantially the form attached hereto as Exhibit A, with a copy to the Fiscal Agent (if other than the Dissemination Agent), the City and the Participating Underwriter.

(c) With respect to the Periodic Report, the Dissemination Agent shall, to the extent the Periodic Report has been furnished to it, file the Periodic Report with the MSRB and file a report with the Developer (if the Dissemination Agent is other than the Developer), the City and the Participating Underwriter certifying that the Periodic Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided to and filed with the MSRB.

Section 4. Content of Periodic Reports. The Developer's Periodic Report shall contain or incorporate by reference the information set forth in Exhibit B relating to the Developer, any or all of which may be included by specific reference to other documents, including official statements of debt issues of the Developer or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Developer shall clearly identify each such other document so included by reference.

In addition to any of the information expressly required to be provided in Exhibit B, the Developer's Periodic Report shall include such further information, if any, as may be

necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Significant Events.

(a) The Developer shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to itself or the Property, if material:

(i) bankruptcy or insolvency proceedings commenced by or against the Developer and, if known, any bankruptcy or insolvency proceedings commenced by or against any Affiliate of the Developer that is reasonably likely to have a significant impact on the Developer's ability to pay Special Taxes or to sell or develop the Property;

(ii) failure to pay any taxes, special taxes (including the Special Taxes) or assessments due with respect to the Property on or prior to the delinquency date;

(iii) filing of a lawsuit of which the Developer is aware against the Developer or an Affiliate seeking damages, which is reasonably likely to have a significant impact on the Developer's ability to pay Special Taxes or to sell or develop the Property;

(iv) material damage to or destruction of any of the improvements on the Property; and

(v) any payment default or other material default by the Developer on any loan with respect to the construction of improvements on the Property.

(b) Whenever the Developer obtains knowledge of the occurrence of a Listed Event, the Developer shall as soon as possible determine if such event would be material under applicable Federal securities law.

(c) If the Developer determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the Developer shall, or shall cause the Dissemination Agent to, promptly file a notice of such occurrence with the MSRB, with a copy to the Fiscal Agent, the City and the Participating Underwriter.

Section 6. Duration of Reporting Obligation.

(a) All the Developer's obligations hereunder shall commence on the date hereof and terminate (except as provided in Section 11) on the earliest to occur of the following:

(i) upon the legal defeasance, prior redemption or payment in full of all the Bonds, or

(ii) at such time as the Developer and its affiliates, including successor thereto, own parcels in Improvement Area 2 that are subject to less than 20% of the annual Special Tax levy, or

(iii) the date on which the Developer prepays in full all of the Special Taxes attributable to the Property.

The Developer shall give notice of the termination of its obligations under this Disclosure Certificate in the same manner as for a Listed Event under Section 5.

(b) If a portion of the Property owned by the Developer, or any Affiliate of the Developer, is conveyed to a Person that, upon such conveyance, will be a Major Owner, the obligations of the Developer hereunder with respect to the property in Improvement Area 2 owned by such Major Owner and its Affiliates may be assumed by such Major Owner or by an Affiliate thereof, and if so assumed the Developer's obligations hereunder with respect to such portion of the Property will be terminated. In order to effect such an assumption, such Major Owner or Affiliate shall enter into an Assumption Agreement in form and substance reasonably satisfactory to the City and the Participating Underwriter. If not so assumed, the Developer shall report the information, as applicable to the transferee, required herein so long as the transferee is a Major Owner.

Section 7. Dissemination Agent. The Developer may, from time to time, appoint or engage a Dissemination Agent to assist the Developer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the Developer. The Dissemination Agent may resign by providing 30 days' written notice to the City, the Developer and the Participating Underwriter.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Developer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied (provided, however, that the Dissemination Agent shall not be obligated under any such amendment that modifies or increases its duties or obligations hereunder without its written consent thereto):

(a) if the amendment or waiver relates to the provisions of sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted; and

(b) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement, with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Periodic Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Developer chooses to include any information in any Periodic Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Developer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Periodic Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Developer to comply with any provision of this Disclosure Certificate, the Fiscal Agent shall (upon written direction and only to the extent indemnified to its satisfaction from any liability, cost or expense, including fees and expenses of its attorneys), and the Participating Underwriter and any holder or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Developer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole and exclusive remedy under this Disclosure Certificate in the event of any failure of the Developer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Developer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents (each, an "Indemnified Party"), harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding loss, liabilities, costs and expenses due to an Indemnified Party's negligence or willful misconduct or failure to perform its duties hereunder. The Dissemination Agent shall be paid compensation for its services provided hereunder in accordance with its schedule of fees as amended from time to time, which schedule, as amended, shall be reasonably acceptable, and all reasonable expenses, reasonable legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Developer, the Fiscal Agent, the Bond owners, or any other party. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Notices. Any notice or communications to the Developer, the City, the Dissemination Agent or the Participating Underwriter under this Disclosure Certificate may be given as follows:

To the Developer _____
_____
_____

To the Dissemination Agent: _____
_____
_____

To the City: City of Stockton
425 N. El Dorado Street
Stockton, California 95202
Attn: Chief Financial Officer

To the Participating Underwriter: Oppenheimer & Co. Inc.
580 California Street, Suite 2300
San Francisco, California 94104

Any person may, by written notice to the other persons listed above, designate a different address to which subsequent notices or communications should be sent.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Developer (its successors and assigns), the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. All obligations of the Developer hereunder shall be assumed by any legal successor to the obligations of the Developer as a result of a sale, merger, consolidation or other reorganization.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Developer has executed this Disclosure Certificate as of the date first above written.

DEVELOPER:

_____

By: _____
Name:
Title:

Accepted by Dissemination Agent:

_____,
as Dissemination Agent

By: _____
Name:
Title:

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE PERIODIC REPORT

Name of Issuer: City of Stockton

Name of Bond Issue: $_____ Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) Special Tax Bonds, Series 2022

Date of Issuance: _____, 2022

NOTICE IS HEREBY GIVEN that _____ (the "Developer"), on behalf of City of Stockton Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II), has not provided a Periodic Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate. The Developer anticipates that the applicable Periodic Report will be filed by _____.

Dated: _____

_____,
Dissemination Agent

By: _____

Its: _____

cc: Developer

EXHIBIT B

PERIODIC REPORT

This Periodic Report is hereby submitted under Section 4 of the Continuing Disclosure Certificate (the "Disclosure Certificate") dated July 1, 2022 executed by the undersigned (the "Developer") in connection with the issuance of the above-captioned bonds by the City of Stockton (the "City") with respect to its Improvement Area 2 of the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II).

Capitalized terms used in this Periodic Report but not otherwise defined have the meanings given to them in the Disclosure Certificate.

I. Property Ownership and Development

The information in this section is provided as of _____ (this date must be not more than 30 days before the date of this Periodic Report).

A. Property currently owned by the Developer in Improvement Area 2 (the "Property"):

Development name: _____

Number of lots: _____

B. Status of home construction activities:

_____

_____

C. Status of building permits and any significant amendments to land use or development entitlements:

_____

_____

D. Aggregate property sold, optioned or leased by the Developer to end users or merchant builders:

	Since the Date of Issuance of the Bonds		Since the Last Periodic Report	
Lots	____	Lots	____	

E. Status of any land purchase contracts (other than sales to homeowners) with regard to the Property.

_____

F. Number of Homes in Improvement Area 2 sold and closed to homeowners by the Developer to date: _____

Number of Homes in Improvement Area 2 under contract for sale as of _____, 20__: _____

II. Legal and Financial Status of Developer

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any change in the legal structure of the Developer or the financial condition and financing plan of the Developer that would materially and adversely interfere with its ability to complete its development plan described in the Official Statement.

_____

_____

III. Change in Development or Financing Plans

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any development plans or financing plans relating to the Property *that are materially different from* the proposed development and financing plan described in the Official Statement.

_____

_____

IV. Official Statement Updates

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any other significant changes in the information relating to the Developer or the Property contained in the Official Statement under the heading "OWNERSHIP AND DEVELOPMENT OF PROPERTY WITHIN IMPROVEMENT AREA 2 – [_____]" that would materially and adversely interfere with the Developer's ability to develop and sell the Property as described in the Official Statement.

_____

_____

V. Other Material Information

In addition to any of the information expressly required above, provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

_____

_____

Certification

The undersigned Developer hereby certifies that this Periodic Report constitutes the Periodic Report required to be furnished by the Developer under the Disclosure Certificate.

ANY STATEMENTS REGARDING THE DEVELOPER, THE DEVELOPMENT OF THE PROPERTY, THE DEVELOPER'S FINANCING PLAN OR FINANCIAL CONDITION, OR THE BONDS, OTHER THAN STATEMENTS MADE BY THE DEVELOPER IN AN OFFICIAL RELEASE, OR FILED WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD, ARE NOT AUTHORIZED BY THE DEVELOPER. THE DEVELOPER IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR FAIRNESS OF ANY SUCH UNAUTHORIZED STATEMENTS.

THE DEVELOPER HAS NO OBLIGATION TO UPDATE THIS PERIODIC REPORT OTHER THAN AS EXPRESSLY PROVIDED IN THE DISCLOSURE CERTIFICATE.

Dated:_____

DEVELOPER: _____

By: _____
_____
_____

APPENDIX G

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds (herein, the "Securities") to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the "Issuer") nor the trustee, fiscal agent or paying agent appointed with respect to the Securities (the "Agent") takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC") will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and

dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

APPENDIX H

SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT

The following contains a brief summary of certain provisions of the Fiscal Agent Agreement not found in the main body of the Official Statement. Investors are hereby directed to obtain a complete copy of the Fiscal Agent Agreement, which is available from the City or the Fiscal Agent upon request.

Certain Definitions

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Sections 53311 *et seq.* of the California Government Code.

"*Administrative Expenses*" means any or all of the following:

(a) the expenses directly related to the administration of Improvement Area 2, including, but not limited to, the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or a designee thereof or both); the costs of collecting the Special Taxes (whether by San Joaquin County, the City or otherwise); the costs of remitting the Special Taxes to the Fiscal Agent; the costs associated with preparing Special Tax disclosure statements and responding to the public inquiries regarding the Special Taxes; the costs of the City, Improvement Area 2 or any designee thereof related to an appeal of the Special Tax;

(b) the costs of the Fiscal Agent (including its legal counsel) in the discharge of the duties of the Fiscal Agent pertaining to the Bonds required under this Fiscal Agent Agreement and any Supplemental Agreement;

(c) the costs of the City or any designee thereof of complying with the City, Improvement Area 2, or obligated person disclosure requirements associated with applicable federal or state securities laws of the Act pertaining to the Bonds;

(d) any amounts required to be rebated to the federal government; and

(e) all other costs and expenses of the City (including, but not limited to, an allocable share of the salaries of the City staff directly related to the foregoing, a proportionate amount of City general administrative overhead related to the foregoing, and amounts advanced by the City for any administrative purpose of Improvement Area 2, including costs related to prepayments of Special Taxes, recordings related to such prepayments and satisfaction of Special Taxes, amounts advanced to ensure maintenance of tax exemption, and the costs of prosecuting foreclosure of delinquent Special Taxes, which amounts advanced are subject to reimbursement from other sources, including proceeds of foreclosure) and the Fiscal Agent incurred in connection with the discharge of their respective duties hereunder and in any way related to the administration of Improvement Area 2 and all actual costs and expenses incurred in connection with the administration of the Bonds.

"Agreement" means the Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement.

"Annual Debt Service" means, for each Bond Year and each Series of Outstanding Bonds, the sum of (i) the interest due on the respective Series of Outstanding Bonds in such Bond Year, assuming that such Outstanding Bonds are retired as scheduled, and (ii) the principal amount of the respective Series of Outstanding Bonds, including any mandatory sinking fund payments, due in such Bond Year.

"Authorized Officer" means the City Manager, Chief Financial Officer, City Clerk, City Attorney, including any deputy, acting or interim officer holding such position, or any other officer or employee authorized by the City Council of the City or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

"Bond Counsel" means any attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Year" means each twelve-month period beginning on September 2 in any year and extending to the next succeeding September 1, both dates inclusive; except that the first Bond Year shall begin on the Closing Date and end on September 1, 2022.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Principal Office of the Fiscal Agent is located are authorized or obligated by law or executive order to be closed.

"CDIAC" means the California Debt and Investment Advisory Commission of the office of the State Treasurer of the State of California or any successor agency or bureau thereto.

"Closing Date" means the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Original Purchaser.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate, dated as of the Closing Date, related to the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"District" means the City of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) formed pursuant to the Resolution of Formation.

"*Fair Market Value*" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded

on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is the Local Agency Investment Fund of the State of California, but only if at all times during which the investment is held its yield is reasonably expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States.

"Federal Securities" means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for funds held by the Fiscal Agent (the Fiscal Agent entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment).

(i) Direct general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as "stripped" obligations and coupons; or

(ii) Any of the following obligations of the following agencies of the United States of America: (i) direct obligations of the Export-Import Bank, (ii) certificates of beneficial ownership issued by the Farmers Home Administration, (iii) participation certificates issued by the General Services Administration, (iv) mortgage-backed bonds or passthrough obligations issued and guaranteed by the Government National Mortgage Association, (v) project notes issued by the United States Department of Housing and Urban Development, and (vi) public housing notes and bonds guaranteed by the United States of America.

"Chief Financial Officer " means the duly acting Chief Financial Officer or Treasurer of the City, or if the City has no Chief Financial Officer, such officer of the City serving a similar role.

"Fiscal Agent" means the Fiscal Agent appointed by the City and acting as an independent fiscal agent with the duties and powers in the Agreement provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in the Agreement.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Information Services" means "EMMA" or the "Electronic Municipal Market Access" system of the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing

information with respect to called bonds as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Maximum Annual Debt Service" means, for each Series of Outstanding Bonds, the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of the respective Series of Outstanding Bonds.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any ordinance of the City levying the Special Taxes.

"Original Purchaser" means the first purchaser of the Bonds from the City.

"Outstanding," when used as of any particular time with reference to Bonds, means (subject to the provisions of the Agreement) all Bonds except (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed to have been paid within the meaning of the Agreement; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City pursuant to the Agreement or any Supplemental Agreement.

"Owner" or *"Bondowner"* means any person who shall be the registered owner of any Outstanding Bond.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Prepayment" means moneys received by the City from the prepayment of Special Taxes as provided in the "Rate, Method of Apportionment, and Manner of Collection of Special Tax" applicable to Improvement Area 2.

"Principal Office" means the corporate trust office of the Fiscal Agent set forth in the Agreement, or such other or additional offices as may be designated by the Fiscal Agent.

"Record Date" means the fifteenth (15th) day of the month next preceding the month of the applicable Interest Payment Date whether or not such day is a Business Day.

"Regulations" means temporary and permanent regulations promulgated under the Code.

"Resolution of Formation" means Resolution No. 2018-06-19-1502-01, adopted by the City Council of the City on June 19, 2018 establishing the District and Improvement Area 2 for the purpose of providing for the financing of certain public facilities in and for such District.

"Supplemental Agreement" means an agreement the execution of which is authorized by a resolution which has been duly adopted by the City under the Act and which agreement is amendatory of or supplemental to the Agreement, but only if and to the extent that such agreement is specifically authorized under the Agreement.

Certain Covenants

Punctual Payment. The City will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of the Agreement, and it will faithfully observe and perform all of the conditions covenants and requirements of the Agreement and all Supplemental Agreements and of the Bonds.

Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default under the Agreement, to the benefits of the Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by the Agreement.

Books and Accounts. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Special Tax Fund and to the Special Tax Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent and the Owners of not less than ten percent (10%) of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Bond Fund, the Reserve Fund and the Costs of Issuance Fund. Such books of record and accounts shall at all times during business hours and upon reasonable prior notice, be subject to the inspection of the City and the Owners of not less than ten percent (10%) of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Private Activity Bond Limitation. The City shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Collection of Special Tax Revenues. The City shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes. On or within five (5) Business Days of each June 1, the Fiscal Agent shall provide the Chief Financial Officer with a notice stating the amount then on deposit in the Bond Fund and the Reserve Fund.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance such that the computation of the levy is complete before the final date on which County Auditor will accept the transmission of the Special Tax amounts for the parcels within Improvement Area 2 for inclusion on the next secured real property tax roll. Upon the completion of the computation of the amounts of the levy, the City shall prepare or cause to be prepared, and shall transmit to the Chief Financial Officer , such data as the County Auditor requires to include the levy of the Special Taxes on the next secured real property tax roll.

The City shall fix and levy the amount of Special Taxes within Improvement Area 2 required for the payment of principal of and interest on any outstanding Bonds of Improvement Area 2 becoming due and payable during the ensuing Bond Year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the rate and method of apportionment of the Special Taxes for Improvement Area 2 and the Ordinance. In any event, the Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings pursuant to the Resolution of Formation.

The City covenants that it will receive Net Taxes in trust for the Owners and will instruct the Chief Financial Officer to deposit all Net Taxes with the Fiscal Agent at least three Business Days prior to each Interest Payment Date, and the City shall have no beneficial right or interest in the amounts so deposited, except as provided by this Agreement. All such Net Taxes shall be disbursed, allocated and applied solely to the uses and purposes set forth in this Agreement, and shall be accounted for separately and apart from all other money, funds, accounts or other resources of the City.

Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of the Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in the Agreement.

No Arbitrage. The City shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the gross proceeds of the Bonds which if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and Regulations.

Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

Yield of the Bonds. In determining the yield of the Bonds to comply with the Agreement, the City will take into account redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the City, as of the Closing, without regard to whether or not redemption moneys are received or Bonds are redeemed.

Modification or Amendment of the Fiscal Agent Agreement

The Agreement and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in the Agreement. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or the Agreement), or reduce the percentage of Bonds required for the amendment hereof. No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

The Agreement and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(A) to add to the covenants and agreements of the City in the Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power in the Agreement reserved to or conferred upon the City;

(B) to make modifications not adversely affecting any outstanding series of Bonds of the City in any material respect;

(C) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in the Agreement, or in regard to questions arising under the Agreement, as the City and the Fiscal Agent may deem necessary or desirable, and which shall not adversely affect the rights of the Owners of the Bonds;

(D) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of excess investment earnings to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

If consent of the Owners is required, the Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in the Agreement) and a notice shall have been mailed as hereinafter provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by the Agreement. Any such consent shall be binding upon the Owner of the Bonds giving such

consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise above specifically provided) upon the City and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in the Agreement, and shall not be entitled to vote upon, consent to, or take any other action provided for in the Agreement. Upon request, the City shall provide an Officer's Certificate to the Fiscal Agent listing those Bonds which are disqualified pursuant to the Agreement.

Defeasance and Discharge

If the City shall pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of, and interest and any premium on, such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent, in trust, at or before maturity, money which, together with (in the event that all of the Bonds are to be defeased) the amounts then on deposit in the funds and accounts provided for in the Agreement, is fully sufficient to pay such Bonds Outstanding, including all principal, interest and redemption premiums, or;

(C) by irrevocably depositing with the Fiscal Agent, in trust, cash and Federal Securities in such amount as the City shall determine as confirmed by an independent certified public accountant will, together with the interest to accrue thereon and (in the event that all of the Bonds are to be defeased) moneys then on deposit in the fund and accounts provided for in the Agreement, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in the Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in the Agreement and all other obligations of the City under the Agreement with respect to such Bonds Outstanding shall cease and terminate, except only the obligations of the City related to certain tax matters and to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon and all amounts owing to the Fiscal Agent pursuant to the Agreement; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent.

City of Stockton

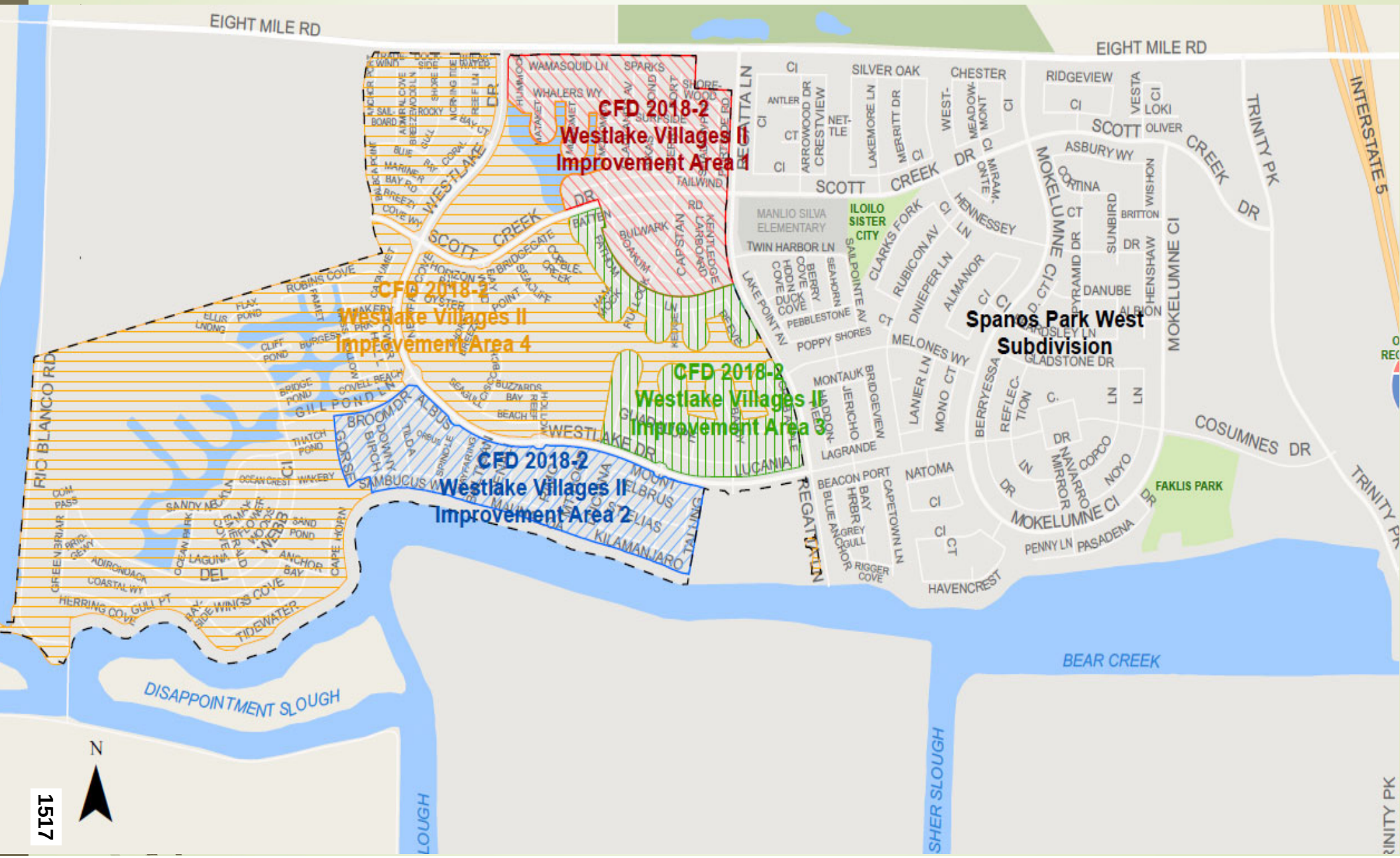
Community Facilities District 2018-2
(Westlake Villages II-Improvement Area 2)
Special Tax Bonds Series 2022

City Council Meeting
June 14, 2022
Item 15.3

Westlake Villages: Improvement Area 2

- **District:** Westlake Villages II was formed in June 2018 with original size of 580 Gross Acres
- **Location:** North Stockton, South of Eight Mile Road and West of Highway 5
- **Improvement Area 2:** Includes 292 homes approved for construction and as of May, 2022:
  - **93 Permits pulled**
  - **63 homes under construction**
  - **45 homes sold**
- **Debt Issuance:** Improvement Area 2 was approved for an original debt capacity of up to $60 million, but with earlier revisions to create Improvement Areas 3 and 4, lien will be closed off and no further debt will be issued
- **Use of Proceeds:** The debt proceeds will be used to finance/acquire the public infrastructure in Improvement Area 2

Westlake Villages II – Boundary Map



Debt Issuance- CFD 2018-2 (Imp. Area 2)

- Competitively selected vendor pool: Underwriter, Municipal Advisors, Bond Council
- This will be the only issuance to occur in this Improvement Area
- Tax assessments:
  - The 93 lots, that have pulled final permits to construct homes, will be assessed in FY 2022-23
  - The remainder of the first year debt service will be financed through Capitalized Interest
  - All parcels in improvement areas will taxed starting in FY 2023-24
- Maximum costs of issuance of $385,000 ("All-In")
- Issuance planned as Public Offering

Financing Comparison

	Staff Report Estimate (1)
Estimated Par Amount of Bonds	$10,625,000
Estimated Proceeds Available for Construction	$8,650,000
True Interest Cost(2)	5.52%
Reserve Fund	125% of Avg. Annual
Estimated Costs of Issuance (2)	$374,228
Estimated Average Annual Debt Service	$763,000
Debt Service Coverage	1.10x

(1) Assumes estimated interest rate as of May 17, 2022 (plus .30%)
(2) True Interest Cost - includes all costs in the listed rate

"Not-To-Exceed" Parameters:	
Maximum Issue Size:	$12,500,000
Maximum True Interest Cost:	7.00%

Proposed Timeline

Timeline	Item
June 14, 2022	City Council Consideration
June 16, 2022	Print and Post Preliminary Official Statement
June 28-29, 2022	Pre-Pricing and Pricing
July 7, 2022	Print Post Final Official Statement Finalize all Documents
July 13, 2022	Close the Transaction

Documents for Consideration

- **Fiscal Agent Agreement:** This agreement governs the terms and conditions of the bonds and the role and responsibilities of the Fiscal Agent.

- **Official Statement:** (Including Continuing Disclosure Agreement): Will be distributed as the primary marketing document to prospective bond purchasers. The agenda packet includes the Preliminary Official Statement deemed to be essentially final. A final version of this document, called the Final Official Statement, is estimated to be made available shortly after the bonds are sold and will reflect all the bond sale information.

- **Bond Purchase Agreement:** Is a contract between the City and the Underwriter that provides the terms and conditions under which the underwriter will purchase the Series 2022 Bonds.

Staff Recommendation

Adopt Resolution authorizing the issuance of special tax bonds for and on behalf of Community Facilities District No. 2018-2 (Westlake Villages II), approving and directing the execution of a fiscal agent agreement, approving the form of Preliminary Official Statement, approving sale of such bonds, and approving other related documents and actions.

File #: 22-0578, **Version:** 1

ACCEPT THE FISCAL YEAR 2021-22 SECOND QUARTER BUDGET STATUS UPDATE AND AUTHORIZE BUDGET AMENDMENTS

RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Accept this budget status report on the financial results for the Second Quarter of Fiscal Year (FY) 2021-22, and

2. Authorize five budget amendments shifting General Fund support from the Recreation Fund to the Golf Fund, transferring the budget for the maintenance of VanBuskirk from the Community Services Department Golf Fund to the Public Works Department General Fund, increasing the Tax Collection budget, appropriating fund balance to the Other Benefits Fund, and appropriate from PFF Street Improvements fund balance to Thornton Rd/Hammer Left Turn Lanes project WT15018.

It is further recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of the resolution.

Summary

The Second Quarter financial review indicates General Fund revenues are projected to exceed budgeted levels and expenditures are projected to be slightly under budget. Expenses totaled $114.0 million through the first six months and are expected to end the year 4.3% below budget due primarily to lower-than-expected salary, benefit, and travel costs.

Through the Second Quarter, General Fund revenues totaled $59.1 million, which is consistent with the expected cash flow cycles for most revenue types. Based on preliminary information, year-end revenue projections are expected to exceed the budget by $32.3 million (+12.9%), a growth of 5% compare to prior year actual revenues. Staffing levels in the second quarter were lower than the level anticipated in the budget resulting in expenditure savings. Overall, second quarter expenditures of $114.0 million were at 38% of the budget and are projected to end the year within the total adjusted annual expenditure budget of $300.0 million. Expenditure activity is similar to the same period in prior years.

Staff reviewed all other City funds to determine significant budget variances and identified four instances where amendments to the current Approved Budget are necessary.

DISCUSSION

Background

The City Council remains committed to transparency and financial responsibility with the continuation of Fiscal Sustainability as one of its strategic targets. Staff provides this budget status update in support of that objective.

Council adopted the FY 2021-22 annual city-wide budget of $991.8 million on June 22, 2021. The adopted General Fund expenditure budget was $255.9 million of the total City budget.

Present Situation

General Fund Budget Status Update

Staff reviewed General Fund expenditures and revenues for the first six months of the current fiscal year as shown in Attachments A and B. Attachment A summarizes the City's General Fund revenues, expenditures, and available balance by approved budget, activity as of December 31, 2021, year-end projections, and variance amounts. With mid-year budget adjustments, the General Fund is budgeted to end the fiscal year with an available balance of $33.9 million. Revised projections indicate revenues will end the year greater than the budgeted level by $32.3 million, with expenditures projected to be approximately $12.9 million less than budget. The information below indicates our best analysis of the trends through the first half of the year, with known timing variations taken into account, and provides projections for year-end performance compared to the budget based on this review. Revenue and expenditure projections will continue to be refined and provided to the City Council as part of subsequent budget updates.

Budget Adjustments

Throughout the fiscal year, the Council may adjust the budget. All Council approved adjustments and administrative entries made through the Second Quarter are incorporated in Attachment A in the column labeled "Approved Budget." The approved General Fund expenditure appropriation of $277.3 million reported in the First Quarter report has increased by $22.8 million with the appropriation of $10.2 million for Council Priority projects and $12.6 million for the Waterfront Office Towers-New City Hall capital project (both approved on May 3, 2022).

Revenues

Attachment B displays General Fund revenues collected through December 31, 2021, of $59.1 million. These year-to-date receipts are 23.6% of the $250.8 million total annual revenue budget, which is consistent with prior years and with staff's expectations. At the end of the Second Quarter, the General Fund was on track to exceed budget expectations. Sales tax receipts continue to preform better than expected with the year-end projection exceeding budget by 20.7% and growing 7.7% compared to FY 2020-21 receipts.

Taxes are the primary General Fund revenue source and are received throughout the year in an uneven pattern. For example, almost all the City's property tax receipts are received from San Joaquin County in two payments in the last half of the year. Consequently, only $702,294 of the

$65.2 million budgeted for property tax revenues was received by December 31, 2021. Staff takes these unique cycles into consideration when making year-end projections, and also receives analyses from consultants several times during the year.

Sales Tax receipts make up nearly 38% of the total annual General Fund revenue. Remittances through the end of the Second Quarter from the State of California reflect sales through the fourth month of the fiscal year. Using current information, staff project the year-end sales tax collections for the General Fund, including Measure A receipts, will be $114.1 million, more than $19 million above the $94.6 million budgeted. The year-end projection is about $8.1 million more than sales tax receipts in FY 2020-21. Revenues have been difficult to project due to the unprecedented nature of the COVID-19 pandemic and numerous adjustments and corrections associated with reporting changes. Direct federal stimulus payments and the State's eviction moratorium insulated tenants, thus contributing to the unpredictability of revenue projections. With travel restrictions, live-event cancelations, and occupancy restrictions on indoor restaurant dining throughout the pandemic, spending habits shifted. Since the start of the pandemic, discretionary household spending has generally shifted from non-taxable services to taxable goods as well as from brick-and-mortar stores to online sales.

Property Taxes are 26% of the total annual General Fund revenue and are remitted to the City each year by San Joaquin County in January and April. Receipts for the first six months are approximately one percent of the annual estimate; however, assessment information is available that provides advance notice of the forthcoming payments and indicates FY 2021-22 property tax revenues will be $67.3 million, which is consistent with expectations and represents a 4.5% growth from the prior year. The updated projected annual total, as shown in Attachment B, is $2.1 million greater than the approved budget of $65.2 million. New construction has been above average for the last few years contributing to property tax growth.

Utility Users Tax (UUT) is 14% of total annual General Fund revenue and is a tax imposed on the users of various utilities like water, electricity, natural gas, cable TV, and telecommunications services. UUT is subject to a certain degree of volatility as consumer use of utilities can be dependent on weather conditions, conservation efforts, and the availability of substitutes.

FY 2021-22 UUT revenues are estimated to be $37.4 million, $3.0 million greater than the annual budget of $34.3 million. This revenue projection is 2.6% above FY 2020-21 actual receipts. Based on revenues received through the Second Quarter, Water, Electric, and Gas UUT are projected to exceed the budgeted amount. Cable and Telecommunications UUT are expected to be at or slightly below the budgeted amount.

Franchise Fees generate approximately 7% of General Fund revenue and are charged to companies as a percentage of their income for the use of city streets and infrastructure. Because they are based on the revenue generated by a service provider, these fees tend to track parallel with UUT. Stockton charges franchise fees to PG&E, cable and video companies, and waste haulers. PG&E pays its franchise fees in two payments late in the fiscal year, so year-end projections for the line item are based on prior year activity and trends evident in the UUT revenue category.

Franchise revenues are projected to be 2.1% greater than the $16.6 million budget with PG&E and waste hauler fees coming in over budget estimates. Cable/video revenues are projected to decline to $2.0 million compared to FY 2020-21 receipts of $2.2 million.

Business License Taxes generate 4% of General Fund revenues. Business license tax revenue is projected to be $14.2 million, a 1%-increase compared to prior year revenues.

Other Taxes combined are under 1% of General Fund revenue. Hotel/Motel Taxes are showing a recovery from the COVID-19 pandemic with projected receipts of $3.1 million compared to $2.8 million for the previous two fiscal years. Document transfer taxes are projected to be up to $1.6 million compared to $912,000 two years ago.

The **Interest** line item includes proceeds from investments as well as interest on cash holdings. The City's investments are limited to secure/conservative instruments that are not expected to be hit as hard as other investment options. The revenue projection of $2.3 million assumes conservative earnings in the fiscal year and is $331,000 more than the annual budget.

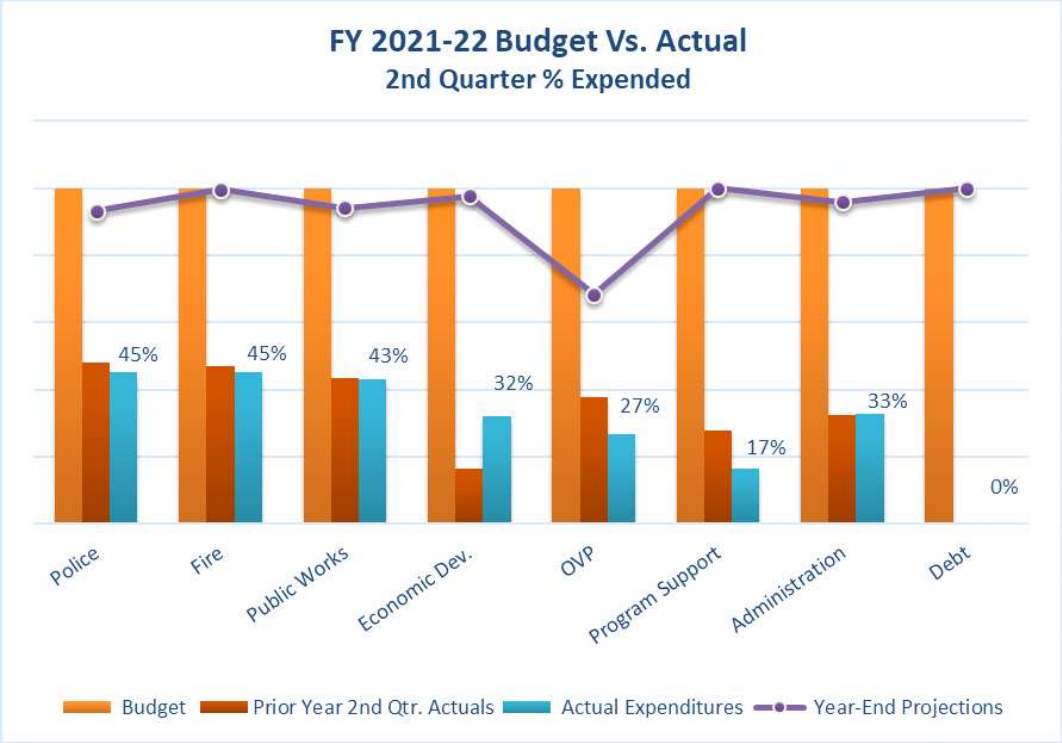
Program Revenues consist primarily of revenues from fines, licenses, service contracts with other agencies, and code enforcement fees, and are 6% of total General Fund revenues. Year-end estimates for this category are $2.1 million (13.4%) greater than budget. Revenue from Other Agencies is projected to be higher than budget by $1.2 million with additional receipts for Wildland fire reimbursements and Successor Agency tax increment. The other large variance in this category is Code Enforcement which is expected to exceed the budget by $1.1 million. Most other program revenues are projected to be close to the annual budget.

Interfund reimbursements consist of cost recovery to the General Fund from other funds and other agencies for administrative services and facility space and constitute 4% of General Fund revenue. As of December 31, 2021, interfund reimbursements totaled $3.1 million, or 34.2% of the category budgeted revenues. Revenues can be slow due to the timing of reimbursements as costs incurred in the first two quarters of the fiscal year are billed at the end of each quarter, and reimbursements are generally received in the next quarter. A decrease of 10.9% is anticipated in this category by fiscal year-end due to use of an updated Cost Allocation Plan.

Expenditures

General Fund expenditures in most departments are running close to or slightly below budgeted levels and are reflected in Attachment A and summarized in Figure 1 below as a percent of the respective budgets.

Figure 1



Most of the lower spending levels are a result of programs that spend more in the last half of the year for items like debt, labor negotiation, election, tax collection, and audit contract costs. In addition, several departments continue to experience higher-than-budgeted staff vacancies, including Police, Public Works, Economic Development, City Clerk, Administrative Services, and Human Resources.

As shown below, the FY 2021-22 Adopted Budget included a total of $6.2 million in budgeted salary savings, which is divided into two areas: $5.3 million in the non-Marshall Plan portion of the General Fund, and $0.9 million in the Marshall Plan. Through December 31, 2021, actual General Fund salary savings were approximately $5.9 million more than the Budget anticipated at mid-year. General Fund salary savings were 9.7% in the First Quarter and grew only slightly to 10% in the Second Quarter. Actual savings from vacancies will vary from the budgeted savings estimate, and staff will continue to monitor the actual salary savings and report any necessary adjustments in future quarterly reports.

Below is a summary of salary savings results for the first half of the fiscal year.

Figure 2

Department	Budgeted Vacancy Savings Annual	Budgeted Vacancy Savings 2 Quarters	Second Quarter Savings	Savings as a % of Budget
General Fund				
Other Departments	291,120	145,560	355,934	11.2%
Administrative Services	217,898	108,949	374,779	14.7%
Human Resources	63,958	31,979	114,400	14.8%
Police	3,258,710	1,629,355	4,426,880	9.4%
Fire	1,145,999	573,000	660,123	3.5%
Public Works	319,677	159,839	467,238	11.8%
	5,297,362	2,648,681	6,399,355	8.4%
Marshall Plan				
Office of Violence Prevention	-	-	201,234	45.6%
Police	936,054	468,027	2,461,898	18.3%
	936,054	468,027	2,663,132	19.2%
Total	**6,233,416**	**3,116,708**	**9,062,486**	10.0%
Total Savings above/(below) Budget			**5,945,778**	

Department Expenditures

The **Police Department** is afforded 56% of the General Fund budget. The hiring of 6 new officers during the Second Quarter was offset by the attrition of 19 officers (five retired, three resigned or were released during probation, one failed the academy, and ten left to other agencies), resulting in 424 of the 485 authorized sworn positions being filled mid-year. Police Department expenses were at 45% of budget as of December 31, 2021. Overall, the Department estimates it will end the year approximately $9.9 million under budget primarily due to vacant positions and new employees starting at lower pay than departing employees.

The **Fire Department** accounts for 20% of the General Fund annual budget. The department's overall actual expenditures amount to $23.1 million or 45% of the budget at the end of the second quarter. Seven or 63% of Firefighter recruits successfully completed Fire Academy 21-2 in December 2021. However, recruitment efforts continue for another fire academy to fill 9 new grant-funded and 14 General Fund sworn personnel vacancies at the end of the second quarter. Sufficient vacancy savings are generated to offset the additional overtime required to backfill vacant positions to meet the minimum staffing required to maintain current service levels. The department is expected to end the fiscal year below the budget by less than 1% due to academy recruits and regular sworn personnel attrition throughout the fiscal year.

The **Public Works Department** accounts for 7% of the General Fund annual budget. Approximately 43% of the department budget was expended as of December 31, 2021, and year-end projections are $1.1 million less than the approved budget of $19.2 million. Savings are primarily from vacancies or staff turnover and reduced training and travel expenses.

The **Economic Development Department** budget includes approximately $2 million for economic incentive programs. Although these funds were not spent in the first half of FY 2021-22, the funded projects are expected to be underway or in contract by year-end. If most of the economic incentive funding is committed by year-end, the Economic Development Department will spend $4.8 million leaving $118,000 in savings from vacant positions and reduced training and travel costs.

Program Support for Other Funds accounts for 12% of the General Fund budget and includes appropriations for City libraries, recreation activities, grants, entertainment venues, marina and golf course operations, and development services. Most transfers occur in regular monthly intervals, whereas grant match transfers are recorded when expended. The Capital Improvement line has increased since the Adopted budget by $33.5 million with mid-year Council approvals funding Council priority projects and the Waterfront Office Towers-New City Hall project. These actions approved in November 2021 and May 2022 did not resulted in expenses during the first half of the Fiscal Year. Another Council authorized budget amendment reducing the Contingency and transfer funds to the Successor Agency was approved in February 2022.

Expenses in the **Tax Collection and Election** categories are, for the most part, incurred later in the year. The City typically pays property tax administration fees to San Joaquin County in January and May. Sales tax administration fees are paid quarterly, with only one quarter paid through December. Fees for collection of sales taxes and property taxes are projected to exceed the budget by $200,000. Election costs budgeted for the June 2022 election will be billed to the City a few months after the election.

Other Administration contains a variety of citywide costs that are not attributable to an individual department or specific group of programs. This category includes a negative budget for indirect cost charges and vacancy savings. The year-end projection currently shows an overage of $176,000, which will be resolved by redistributing budgeted vacancy savings at year-end to other departments experiencing vacant positions.

Expenses in the **General Legal** category were 27% of budget at the end of the Second Quarter. Activity is expected to pick up in the last half of the year with active labor negotiations and normal legal expenses.

Debt Service payments by the City are not expended in any regular pattern but instead by the scheduled due dates to bondholders. The budget has been adjusted to reflect the FY 2020-21 true-up and FY 2021-22 estimated contingency payments to Assured Guaranty. The full appropriated amount of $5.8 million will be paid out by year-end with the largest payment due in June 2022.

General Fund Budget Amendments

Maintenance of the former VanBuskirk Golf Course has been transitioned from the Community Services Department to the Public Works Department. To reflect this change in responsibilities, budget was administratively transferred from the Community Services Golf Course fund budget to the Public Works General Fund budget. This move of $234,300 budgeted for maintenance also reduced the $350,000 General Fund transfer out to the Golf Course Fund by the same amount. While the budget move was completed under existing authority in the annual Budget Resolution, the action is being reported via the Second Quarter Report.

Due a lower balance in the Golf Fund at June 30, 2021 than previously anticipated, the Golf Fund was left with insufficient resources to cover existing contract commitments. It is recommended that the General Fund increase its support of the Golf Fund by $120,000 to cover these expenses. The increase in General Fund support will be offset by a reduction in the General Fund transfer to the Recreation Fund for a net zero impact on the General Fund.

The third budget amendment recommended in the General Fund is for the overage projected in the Tax Collection budget. The administrative fees for the collection of sales tax and audit fees for revenues recovered is projected to be greater than the budget by $200,000. Additional revenues received in FY 2021-22 are more than enough to cover the increase. A budget amendment increasing both Sales Tax revenues and tax collection expenses by $200,000 is recommended.

Long-Range Financial Plan

Staff updates the Long-Range Financial Plan (L-RFP) as new information becomes available and evaluates the underlying assumptions during the annual budget process. Over the last few months, staff has made numerous updates to the model in an effort to update revenue forecasts during this unprecedented global pandemic. The updated model shown below and included in the FY 2022-23 Proposed Annual Budget incorporates FY 2021-22 year-end projections for revenues and expenditures.

The updated chart shows the General Fund balance staying above the 5% minimum for the full 20-year period with the balance very close to the minimum in the last 4 years. The City's current reserves enable the General Fund to weather the future recessions projected in fiscal years 2024-25 and 2031-32.

The major changes made since the FY 2020-21 year-end L-RFP were:

1. Revenue projections for FY 2021-22 and FY 2022-23, including Property Taxes and Sales Taxes, were updated.
2. Revenues assume the opening of two new hotels adding to future Hotel/Motel tax dollars.
3. Pension projections were first updated using the latest CalPERS valuation reports based on July 30, 2020 and CalPERS approved discount rate reduction from 7.0% to 6.8% effective in FY 2023-24. The CalPERS assumed rate for investment return is significant to the City's fiscal health and the CalPERS board is likely to consider reducing its long-term return on investment assumption. Given these trends, the L-RFP now projects that the CalPERS investment return assumption will be further reduced from 6.8% to 6.0% over a 10-year phase-in period. It also assumes earnings of less than 7.0% annually.
4. Model adds one to two new full-time positions annually versus previous versions that did not allow for any position growth.
5. Incorporate American Rescue Plan Act proposed revenue loss allocation of $4.5 million spread among the General Fund, Recreation Fund, Entertainment Venues Fund, and Parking Fund.

All of the above changes flow through the model and can impact other areas such as interest earnings and debt paid based on a share of General Fund revenues. The model continues to forecast that Measure M transaction tax revenues will end in March 2033. This is the primary driver behind the lower fund balance in the last years of the model. The General Fund continues to spend down the fund balance in 17 of the 20 fiscal years.

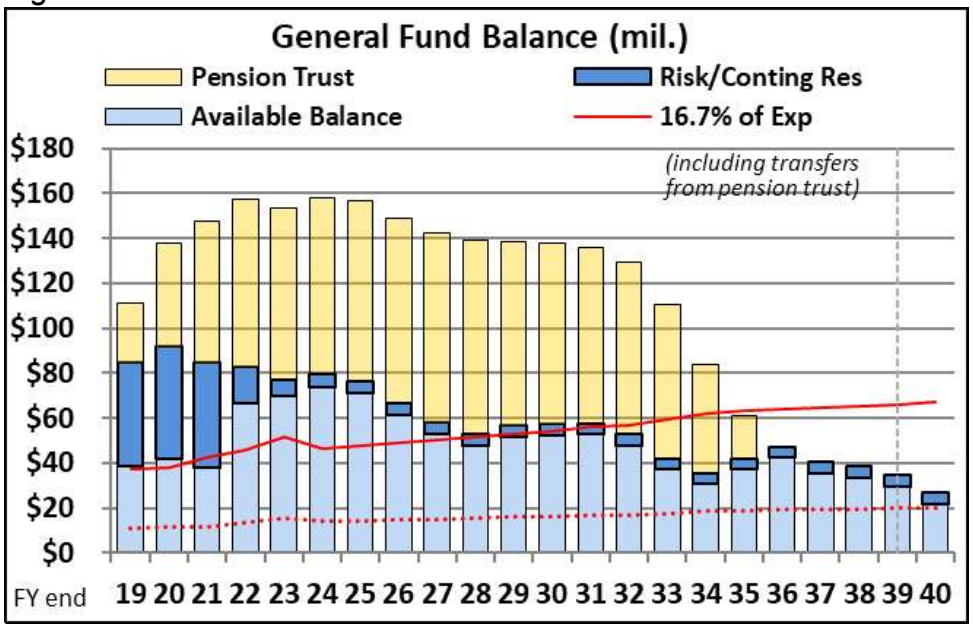
The L-RFP model is being utilized to analyze the affordability of labor proposals as the City negotiates with the four public safety bargaining units. There will be additional updates to the model and assumptions incorporating any approved successor bargaining unit agreements.

The chart components are described below.

- Light Blue Bars - The lighter blue bars include available funds and the Working Capital reserve used to manage cash flow.
- Dark Blue Bars - The darker blue bars represent the remainder of funds not available for ongoing operating expenses, which are part of the reserves outlined in the City's reserve policy. These funds are set aside for:
    - protection against economic uncertainties and downturns,
    - catastrophic events,
    - future costs such as infrastructure repair and maintenance, replacement of the City's antiquated financial system, and pensions.
- Yellow Bars - The yellow bars represent the City's Pension Trust. Funds in the trust can only used for retirement expenses.
- Top Red Line - The top red line is the Working Capital reserve goal (equal to 2 months of operating expenses) outlined in the City's reserve policy.
- Bottom Red Line - The red bottom line is a warning level that indicates operating reductions may be required to maintain services. The warning level is when the available fund balance falls below 5% of operating expenses.

Figure 3 shows the ending available General Fund balance by fiscal year for a range of 20 years.

Figure 3



Other City Funds

In addition to the detailed review of the General Fund expenditures and revenues described above, staff reviewed all City funds as part of the preparation of this report. Attachment C summarizes the FY 2021-22 Second Quarter results for other major City funds. Year-to-date activity on Attachment C is similar to the General Fund in that revenues and expenses can be seasonal and subject to irregular schedules. The Emergency Communication Fund, for example, looks out of balance with expenditures exceeding budget by $1.6 million. This is a result of quarterly billings processed after the close of each quarter. All expenses incurred will be fully paid by year-end. Some City funds in need of budget amendments were identified during staff's review of Second Quarter results. The funds and corrective actions are described below. All other funds were under the authorized budget appropriation.

An appropriation of $400,000 from the Other Benefits Internal Service Fund available balance to the Separation Pay expense account is recommended based on year-to-date expenses. The cost to pay out annual leave when employees separate was estimated to be $1,200,000 in the FY 2021-22 budget. Costs through March have exceeded this estimate due both a higher number of separations and higher payout amounts for long-tenured employees. The projected year end cost for separation payouts is $1.9 million. Approximately $300,000 was available within the Other Benefits Internal Service Fund budget to cover overages. The balance needed of $400,000 will need to be appropriated from fund balance, reducing the projected June 30, 2022 ending fund balance to $595,974.

Public Works department requests a capital appropriation of $208,000 from the Public Facilities Fee (PFF) Street Improvement fund balance necessary to cover the shortfall in the Thornton Rd/Hammer Left Turn Lanes, Project Number WT15018. The project was awarded for construction in January 2021. During construction, the project experienced increased costs due to unforeseen field conditions that require the addition of funds to close out the project. The project construction is complete, but the balancing change order and project closeout are still ongoing.

FINANCIAL SUMMARY

This report provides an analysis of the FY 2021-22 General Fund Second Quarter results. The review indicates revenues will exceed original estimates by $32.3 million (12.9%), and expenses are on track to achieve savings greater than the budget by $12.8 million. Both of these projections were factored into the FY 2022-23 budget development and Long-Range Financial Plan updates. Staff will continue to monitor trends and potential budget variances and will return to the Council with future recommendations where appropriate.

Staff also reviewed other City funds and recommends the following budget amendments:

1. Ratify the movement, including adjustments to the associated interfund transfers, of $234,300 in appropriation from the Community Services Golf Course fund (650) budget to the Public Works General Fund (account #4540; 100-000) budget for maintenance at VanBuskirk.
2. Increase the General Fund (100-000) transfer to the Golf Fund (650) by $120,000 and decrease the General Fund (100-000) transfer to the Recreation Fund (100-125) by $120,000.

3. Increase the General Fund Sales Tax revenue (account #411010-100-000) budget by $200,000 and increase the Tax Collection expenditure (account #2060-016-630025-100-000) budget by $200,000.
4. Increase the Separation Pay expense (account #2520-000-610007-560-564) appropriation by $400,000 from the Other Benefits Internal Service Fund (560) available balance.
5. Appropriate $208,000 from PFF Street Improvement fund (310-312) available balance to the Thornton Rd/Hammer Left Turn Lanes, Project Number WT15018 (formerly PW1518).

Attachment A - FY 2021-22 Second Quarter Budget Update General Fund
Attachment B - FY 2021-22 Second Quarter Revenues General Fund
Attachment C - FY 2021-22 Second Quarter Report for Other Major Funds

City of Stockton
FY 2021-22 Budget Update - Second Quarter
General Fund - 100 by Program (Budgetary Basis)

	Approved Budget	Year to Date Activity As of 12/31/21	% of Budget	2nd Quarter Projection	Projection vs. Approved Budget	Variance from Budget
Beginning Available Balance	$ 37,724,307	$ 37,724,307		$ 37,724,307		
Release of Funds*	45,316,050	45,316,050		45,316,050		
	83,040,357	83,040,357		83,040,357		
Revenues						
General Tax Revenues	190,006,818	36,068,978	19%	214,479,883	24,473,065	12.9%
Measure A/B Sales Tax	36,132,000	12,996,534	36%	42,900,000	6,768,000	18.7%
Program Revenues	15,522,155	6,882,827	44%	17,608,943	2,086,788	13.4%
Interfund Reimbursements	9,186,977	3,143,692	34%	8,189,926	(997,051)	-10.9%
	250,847,950	**59,092,031**	**24%**	**283,178,752**	**32,330,802**	12.9%
Expenditures						
Programs						
Police	144,733,264	65,494,579	45%	134,833,682	9,899,582	6.8%
Fire	51,313,942	23,114,757	45%	51,095,835	218,106	0.4%
Public Works	19,170,693	8,288,145	43%	18,038,708	1,131,986	5.9%
Economic Development	4,900,838	1,569,763	32%	4,783,186	117,653	2.4%
Office of Violence Prevention	2,210,895	592,197	27%	1,513,221	697,673	31.6%
	222,329,632	99,059,440	45%	210,264,632	12,065,000	5.4%
Program Support for Other Funds						
Library	4,068,000	2,034,000	50%	4,068,000	-	0.0%
Recreation	3,497,150	1,748,575	50%	3,377,150	120,000	3.4%
Entertainment Venues	3,285,000	1,642,500	50%	3,285,000	-	0.0%
RDA Successor Agency	1,361,531	-	0%	1,361,531	-	0.0%
Downtown Marina	262,000	131,000	50%	262,000	-	0.0%
Capital Improvement	38,473,531	2,500,000	6%	38,473,531	-	0.0%
Golf Course	115,700	175,000	151%	235,700	(120,000)	-103.7%
Grant Match	100,000	-	0%	100,000	-	0.0%
Development Services	800,000	400,000	50%	800,000	-	0.0%
	51,962,912	8,631,075	17%	51,962,912	-	0.000%
Administration						
City Council	1,209,297	429,255	35%	1,184,297	25,000	2.1%
City Manager	2,696,992	1,149,481	43%	2,509,490	187,503	7.0%
City Attorney	1,290,690	559,129	43%	1,167,391	123,299	9.6%
City Clerk	1,101,840	484,555	44%	985,722	116,118	10.5%
City Auditor	802,420	91,461	11%	669,337	133,083	16.6%
Administrative Services	6,259,020	2,710,921	43%	6,185,344	73,676	1.2%
Human Resources	3,720,342	969,806	26%	3,219,093	501,249	13.5%
Tax Collection	2,233,456	556,640	25%	2,433,456	(200,000)	-9.0%
Elections	550,000	-		550,000	-	
Other Administration	(1,106,035)	(784,140)	71%	(929,792)	(176,243)	15.9%
General Legal	500,000	136,123	27%	500,000	-	0.0%
	19,258,022	6,303,230	33%	18,474,338	783,684	4.1%
Debt Service	5,819,175	-	0%	5,819,175	-	0.0%
Contingency	638,469	-	0%	638,469	-	0.0%
Total Expenditures	**300,008,210**	**113,993,745**	38%	**287,159,526**	**12,848,684**	4.3%
Net Annual Activity	(49,160,260)	(54,901,714)		(3,980,774)	45,179,486	
Proj. Ending Available Balance	**$ 33,880,097**			**$ 79,059,583**	**$ 45,179,486**	
Fund Balance as % of Expenses	13%			26%		

City of Stockton
FY 2021-22 Second Quarter Revenues
General Fund - 100

	FY 2021-22					
	Approved Budget	2nd Quarter Actual	% of Budget	2nd Quarter Projection	Projection vs. Budget	% Variance vs. Budget
General Tax Revenues						
Sales Tax						
Point of Sale	$ 56,076,000	$ 18,964,792	33.8%	$ 68,644,000	$ 12,568,000	22.4%
Measure A Transaction Tax	36,132,000	12,996,534	36.0%	42,900,000	6,768,000	18.7%
Proposition 172	2,379,000	1,199,675	50.4%	2,584,000	205,000	8.6%
	94,587,000	33,161,001	35.1%	114,128,000	19,541,000	20.7%
Property Taxes						
Property Taxes	38,416,000	702,294	1.8%	39,976,000	1,560,000	4.1%
In-Lieu of Motor Vehicle Fees	26,791,495	-	0.0%	27,310,330	518,835	1.9%
	65,207,495	702,294	1.1%	67,286,330	2,078,835	3.2%
Utility Users Tax						
Water	4,923,000	1,353,023	27.5%	5,015,100	92,100	1.9%
Electric & Gas	22,500,000	2,321,077	10.3%	25,599,317	3,099,317	13.8%
Cable	2,620,000	13,287	0.5%	2,476,644	(143,356)	-5.5%
Telecommunications	4,299,000	213,457	5.0%	4,282,099	(16,901)	-0.4%
	34,342,000	3,900,844	11.4%	37,373,160	3,031,160	8.8%
Franchise Tax						
Electric & Gas	2,328,000	70,923	3.0%	2,507,611	179,611	7.7%
Cable/Video	2,160,000	293,307	13.6%	2,049,622	(110,378)	-5.1%
Waste Haulers	12,106,000	3,107,989	25.7%	12,392,210	286,210	2.4%
Other	1,630	-	0.0%	1,630	-	0.0%
	16,595,630	3,472,219	20.9%	16,951,073	355,443	2.1%
Business License Tax	9,695,000	5,667,175	58.5%	14,200,000	4,505,000	46.5%
Hotel/Motel Tax	2,648,000	1,012,167	38.2%	3,118,000	470,000	17.7%
Document Transfer Tax	852,000	808,883	94.9%	1,610,000	758,000	89.0%
Motor Vehicle License	200,000	-	0.0%	370,693	170,693	85.3%
Investment Proceeds	2,011,693	340,929	16.9%	2,342,627	330,934	16.5%
	15,406,693	7,829,154	50.8%	21,641,320	6,234,627	40.5%
Program Revenues						
Fire Contracts	4,691,240	2,401,807	51.2%	4,687,380	(3,860)	-0.1%
Code Enforcement	3,498,413	2,191,173	62.6%	4,618,863	1,120,450	32.0%
Charges for Services	3,150,079	1,013,958	32.2%	2,859,888	(290,191)	-9.2%
Fines & Forfeitures	501,694	241,138	48.1%	513,722	12,028	2.4%
Revenues from Other Agencies	3,253,496	769,651	23.7%	4,410,571	1,157,075	35.6%
Licenses & Permits	577,014	232,242	40.2%	613,820	36,806	6.4%
Sale of Fixed Assets	22,000	14,888	67.7%	69,376	47,376	215.3%
Contributed Capital	-	4,116		9,064	9,064	
Misc. Other Revenues	(171,781)	13,854	-8.1%	(173,741)	(1,960)	1.1%
	15,522,155	6,882,827	44.3%	17,608,943	2,086,788	13.4%
Interfund Reimbursements						
Indirect Cost Allocation	5,904,220	2,407,270	40.8%	4,861,010	(1,043,210)	-17.7%
Refunds & Reimbursements	230,309	196,388	85.3%	195,253	(35,056)	-15.2%
Rents/Leases/Concessions	3,052,448	540,035	17.7%	3,133,663	81,215	2.7%
	9,186,977	3,143,692	34.2%	8,189,926	(997,051)	-10.9%
Total Revenues	**$ 250,847,950**	**$ 59,092,031**	23.6%	**$ 283,178,752**	**$ 32,330,802**	12.9%
% Change from Prior Year	**-7%**			**5%**		

City of Stockton
FY 2021-22 Second Quarter
Financial Report for Other Major Funds

Measure A (Breakout of General Fund)	Budget	Year to Date Actual	% of Budget
Revenues	36,132,000	12,996,534	36%
Marshall Plan Expenditures			
Office of Violence Prevention	1,254,496	298,227	24%
Police	30,220,848	12,810,572	42%
Total Expenses	31,475,344	13,108,799	42%

Funds Combined with General Fund in CAFR

Library 100-120 Fund	Budget	Year to Date Actual	% of Budget
Beginning Balance	2,077,097	2,077,097	
Revenues	7,717,104	3,673,359	48%
General Fund Transfer	4,068,000	2,023,942	50%
	11,785,104	5,697,301	48%
Expenditures			
Administration	1,603,686	723,481	45%
Operations	1,508,949	527,300	35%
County Branches	6,533,374	2,609,623	40%
City Branches	3,770,270	1,685,161	45%
Capital Projects	-	-	
Total Expenses	13,416,279	5,545,565	41%
Ending Balance	445,922	2,228,833	

Entertainment Venues 100-145 Fund	Budget	Year to Date Actual	% of Budget
Beginning Balance	1,689,146	1,689,146	
Revenues	3,117,187	1,561,742	50%
General Fund Transfer	3,285,000	1,636,139	50%
	6,402,187	3,197,881	50%
Expenditures			
Administration	122,094	102,119	84%
Venue Operations	7,683,046	2,520,618	33%
Maintenance & Equip./Capital	100,000	-	0%
Total Expenses	7,905,140	2,622,737	33%
Ending Balance	186,193	2,264,290	

Emergency Dispatch 100-130 Fund	Budget	Year to Date Actual	% of Budget
Beginning Balance	354,130	354,130	
Revenues	4,363,520	438,857	10%
Expenditures	4,684,026	1,994,168	43%
Ending Balance	33,624	(1,201,181)	

Recreation 100-125 Fund	Budget	Year to Date Actual	% of Budget
Beginning Balance	202,092	202,092	
Revenues	1,245,435	309,293	25%
General Fund Transfer	3,497,150	1,746,554	50%
	4,742,585	2,055,847	43%
Expenditures			
Administration	1,274,623	520,115	41%
Recreation Programs	3,666,396	1,355,176	37%
Total Expenses	4,941,019	1,875,290	38%
Ending Balance	3,658	382,649	

Boat Launch 100-140 Fund	Budget	Year to Date Actual	% of Budget
Beginning Balance	953,031	953,031	
Revenues	227,932	137,598	60%
Expenditures	557,442	82,533	15%
Ending Balance	623,521	1,008,096	

City of Stockton
FY 2021-22 Second Quarter
Financial Report for Other Major Funds

Special Revenue Funds

Measure W 200 Fund	Budget	Year to Date Actual	% of Budget
Beginning Balance	5,451,066	5,451,066	
Revenues	11,829,000	3,996,877	34%
Expenditures			
Police	6,255,969	3,010,930	48%
Fire	6,203,923	2,830,414	46%
Total Expenses	12,459,892	5,841,344	47%
Ending Balance	4,820,174	3,606,599	

Strong Communities (Measure M) 210 Fund	Budget	Year to Date Actual	% of Budget
Beginning Balance	9,726,545	9,726,545	
Revenues	12,177,000	3,940,545	32%
Expenditures			
Library Programs	3,252,326	1,091,776	34%
Recreation Programs	4,408,432	482,356	11%
Administration	894,487	424,460	47%
Capital Projects	3,235,000	1,077,843	33%
Total Expenses	11,790,245	3,076,435	26%
Ending Balance	10,113,300	10,590,655	

Development Services 220 Fund	Budget	Year to Date Actual	% of Budget
Beginning Balance	23,352,706	23,352,706	
Revenues	13,457,118	9,273,431	69%
General Fund Transfer	800,000	400,000	50%
	14,257,118	9,673,431	68%
Expenditures			
Community Development	13,189,401	5,058,899	38%
Fire	3,440,988	1,386,557	40%
Capital	5,700,000	-	
Total Expenses	22,330,389	6,445,455	29%
Ending Balance	15,279,435	26,580,681	

Enterprise Funds

Water Utility 600 Fund Working Capital	Budget	Year to Date Actual	% of Budget
Revenues	59,964,840	37,918,119	63%
Expenditures			
Administration	5,369,174	2,092,181	39%
Operations & Maintenance	32,987,291	27,271,462	83%
Debt Service	14,300,287	2,130,748	15%
Capital	12,563,570	2,076,863	17%
Total Expenses	65,220,322	33,571,254	51%

Wastewater Utility 610 Funds Working Capital	Budget	Year to Date Actual	% of Budget
Revenues	184,874,743	46,514,392	25%
Expenditures			
Administration	9,047,402	3,968,482	44%
Operations & Maintenance	47,182,882	21,424,486	45%
Debt Service	127,637,265	1,090,892	1%
Capital	96,985,161	32,481,757	33%
Total Expenses	280,852,710	58,965,616	21%

Stormwater Utility 620 Funds Working Capital	Budget	Year to Date Actual	% of Budget
Revenues	5,529,007	2,966,073	54%
Expenditures			
Administration	2,813,691	1,103,487	39%
Operations & Maintenance	3,714,368	914,970	25%
Capital	1,102,155	542,994	49%
Total Expenses	7,630,214	2,561,451	34%

Parking Authority 630 Fund Working Capital	Budget	Year to Date Actual	% of Budget
Revenues	4,746,246	2,379,288	50%
Expenditures			
Administration	925,180	243,728	26%
Parking Operations	2,301,811	1,249,628	54%
Parking Enforcement	839,760	228,830	27%
Debt Service	2,217,311	209,209	9%
Facility Improvements	100,000	184,652	185%
Total Expenses	6,384,062	2,116,047	33%

Downtown Marina 640 Fund Working Capital	Budget	Year to Date Actual	% of Budget
Revenues	372,828	242,022	65%
General Fund Transfer	262,000	131,000	50%
	634,828	373,022	59%
Expenditures			
Administration	17,400	2,464	14%
Operations	617,136	277,799	45%
Capital	-	-	0%
Total Expenses	634,536	280,263	44%

Golf 650 Fund Working Capital	Budget	Year to Date Actual	% of Budget
Revenues	-	18,258	
General Fund Transfer	350,000	175,000	50%
	350,000	193,258	55%
Expenditures			
Administration			0%
Operator Cost	51,247	23,970	47%
Swenson Golf Course	62,500	133	0%
Van Buskirk Golf Course	234,300	101,575	43%
Total Expenses	348,047	125,677	36%

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION ACCEPTING THE FISCAL YEAR 2021-22 SECOND QUARTER BUDGET STATUS UPDATE REPORT, AND AUTHORIZE BUDGET AMENDMENTS

Fiscal Sustainability is one of the City Council's goals; and

City Council adopted the Fiscal Year (FY) 2021-22 Annual Budget on June 22, 2021, following a duly noticed budget study session and a public hearing; and

By the staff report accompanying this Resolution, incorporated into this Resolution by this reference (Staff Report), the Council has been provided with additional information upon which the actions set forth in this Resolution are based; now, therefore,

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

1) Accept this budget status report on the results of the second quarter of Fiscal Year 2021-22.

2) Ratify the movement of $234,300 in existing appropriation from the Community Services Golf Course fund (650) budget to the Public Works General Fund (100) budget for maintenance at VanBuskirk.

3) Increase the General Fund (100) transfer to the Golf Fund (650) by $120,000 and decrease the General Fund (100) transfer to the Recreation Fund (100-125) by $120,000.

4) Increase the General Fund Sales Tax revenue (100) budget by $200,000 and increase the General Fund Tax Collection expenditure budget (100) by $200,000.

5) Increase the Separation Pay expense appropriation by $400,000 from the Other Benefits Internal Service Fund (560) available balance.

6) Appropriate $208,000 from Public Facility Fee Street Improvement fund balance (310-312) to the Thornton Rd/Hammer Left Turn Lanes, Project Number WT15018.

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7) City Manager is authorized to take appropriate and necessary actions to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 14, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

FY 2021-22 Second Quarter Budget Update

City of Stockton

June 14, 2022

Item 15.4

FY 2021-22 Second Quarter General Fund Revenues

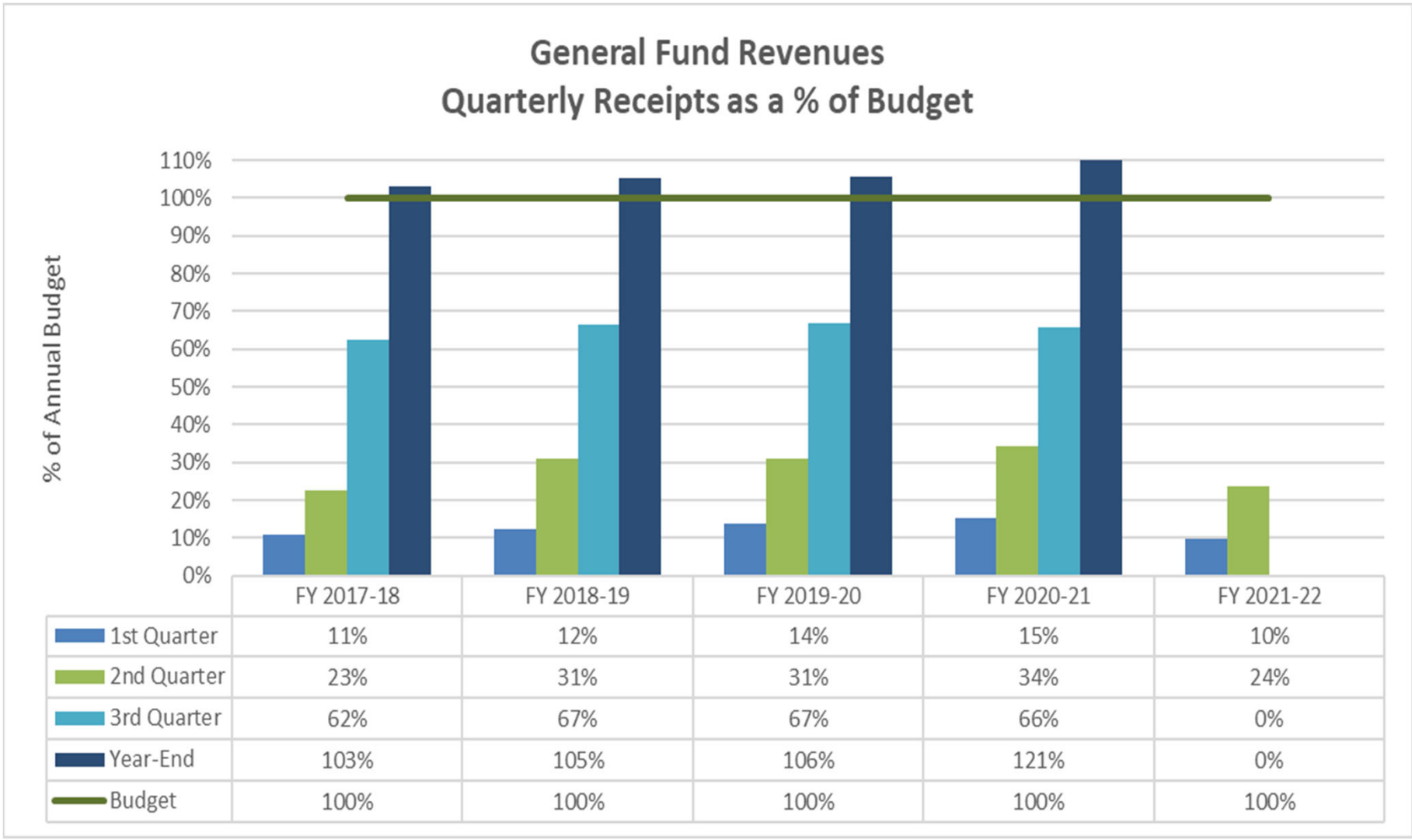
As of December 31, 2021:

- Year to Date = $59.1 million
  - 24% of the $250.8 million budget

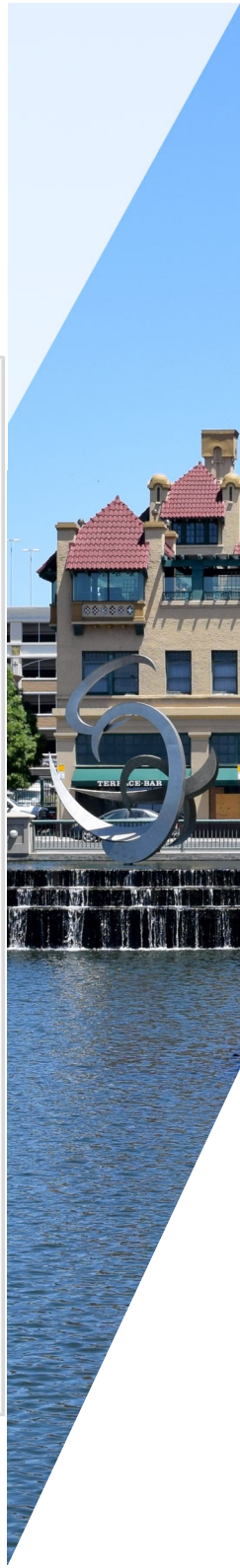
Year-end Projection:

- $283.2 million
  - $32.3 million, 13% over the budget
  - Largest variances:
    - Sales Tax +$19.5 million
    - Utility Users Tax +3 million
    - Business License +$4.5 million

General Fund Revenues by Quarter



	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
1st Quarter	11%	12%	14%	15%	10%
2nd Quarter	23%	31%	31%	34%	24%
3rd Quarter	62%	67%	67%	66%	0%
Year-End	103%	105%	106%	121%	0%
Budget	100%	100%	100%	100%	100%



2nd Quarter FY 2021-22 General Fund Expenditures

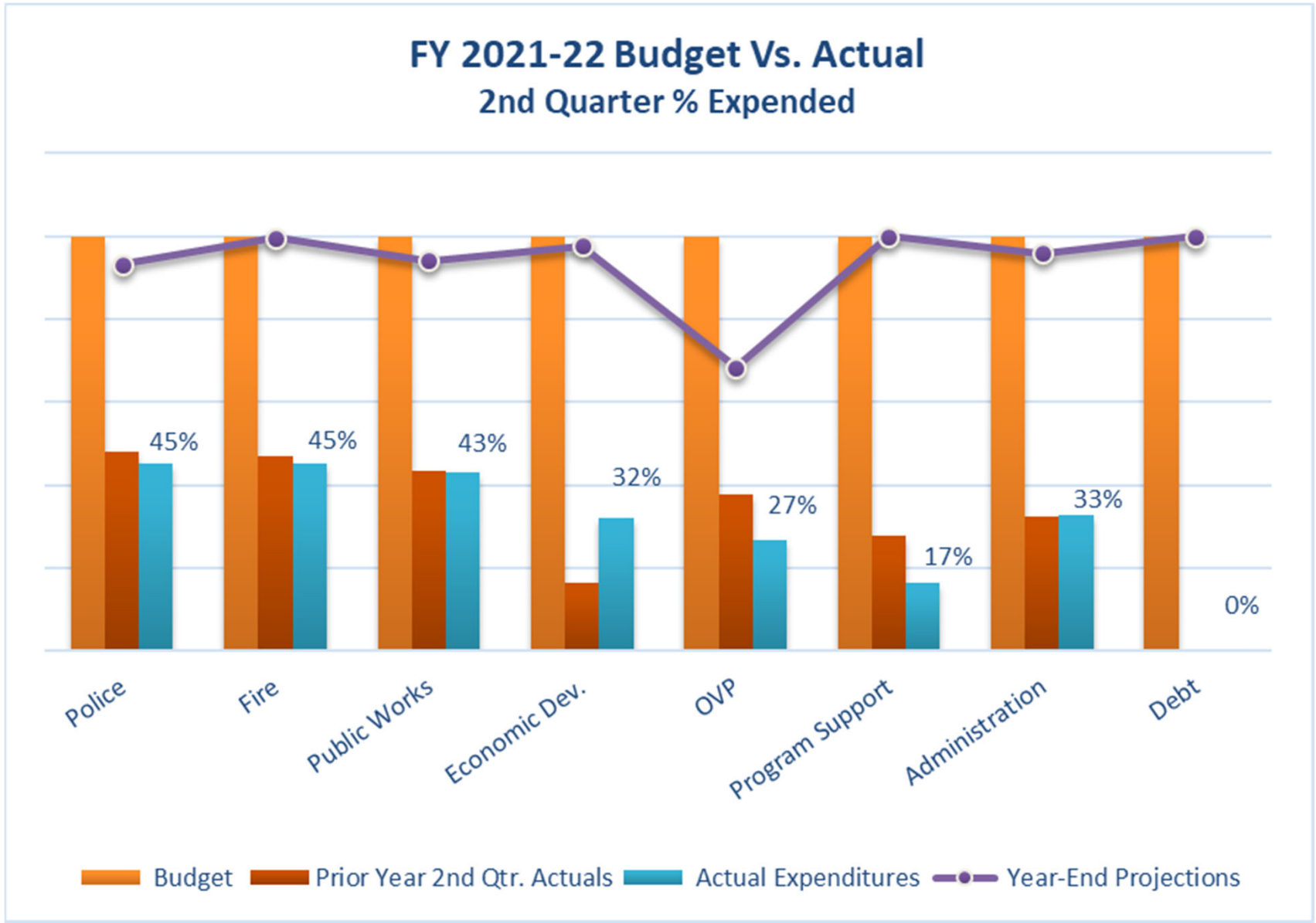
As of December 31, 2021:

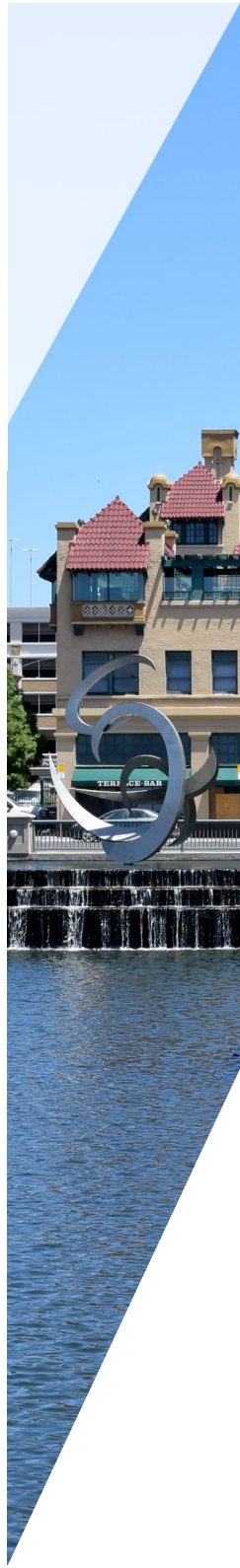
- Expenditures = $114.0 million
  - 38% of the $300.0 million budget

Year-end Projection:

- $287.2 million
  - $12.8 million, 4.3% under budget
    - Police Department $9.9 million
    - Public Works $1.1 million

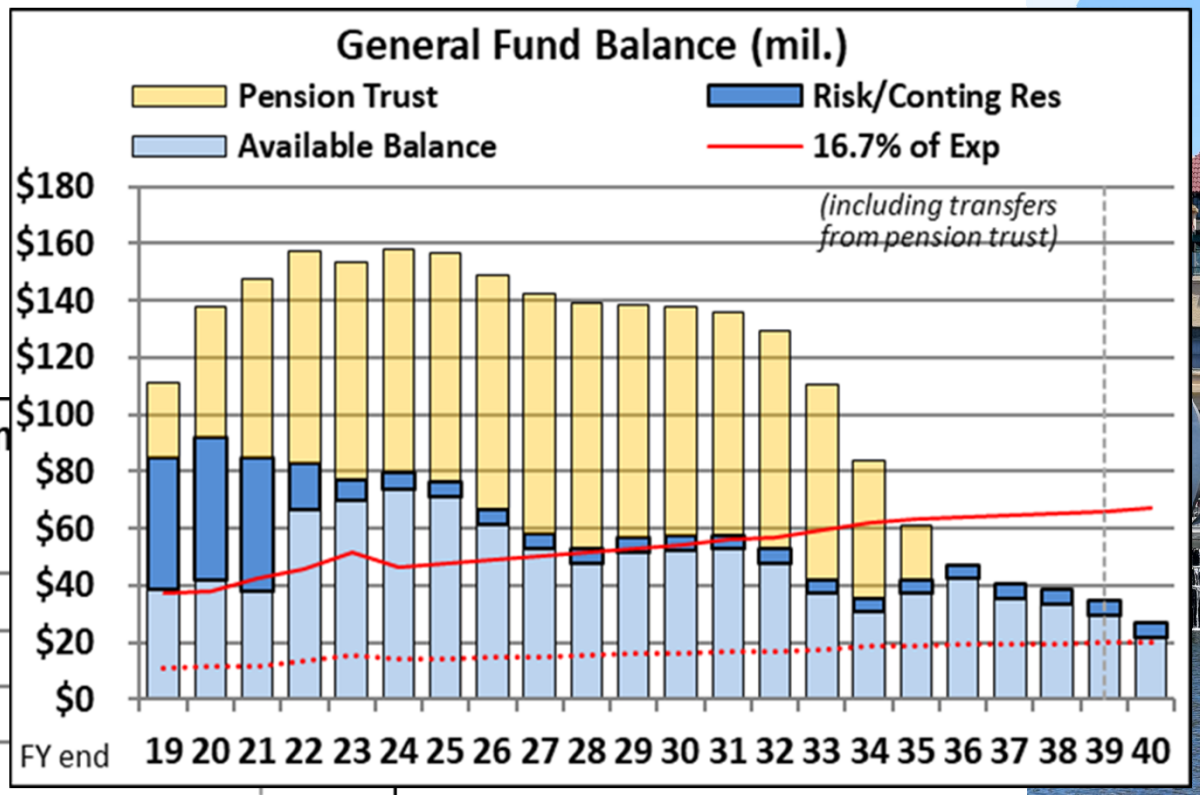
2nd Quarter FY 2021-22 General Fund Budget



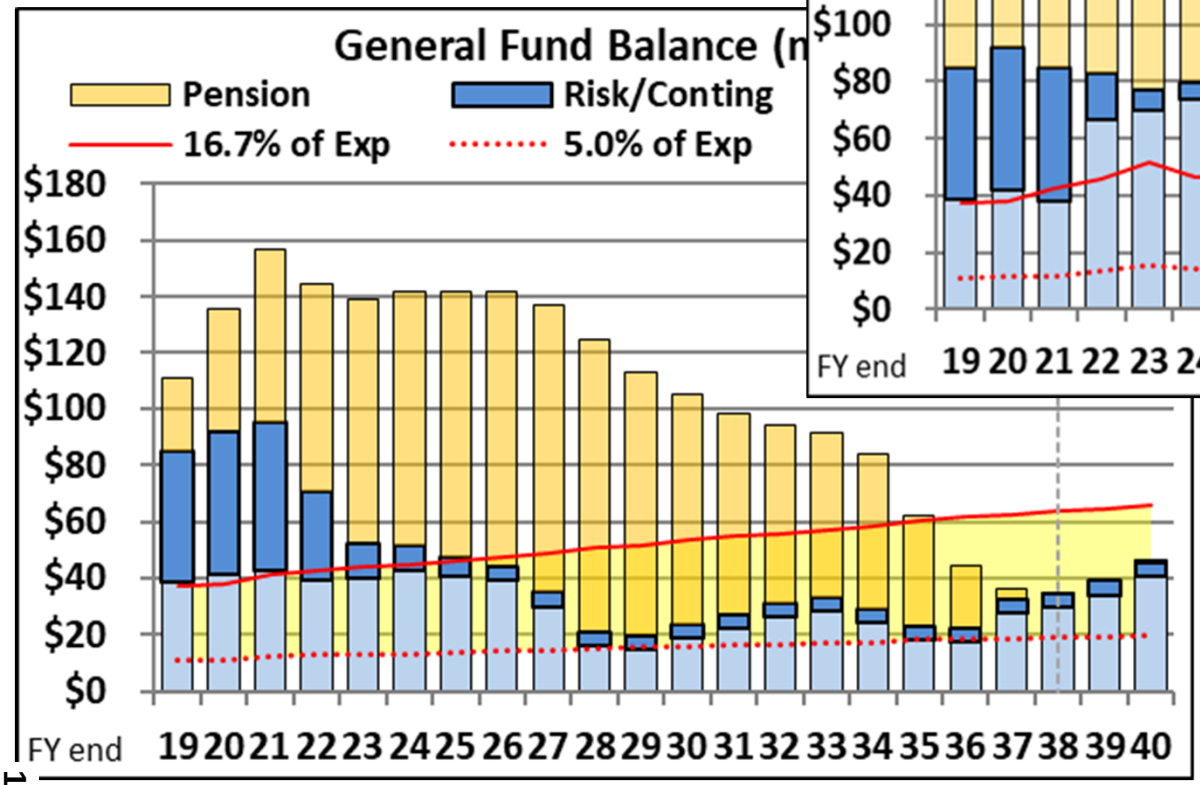


Long-Range Financial Plan

Updated FY 2022-23 Budget Version



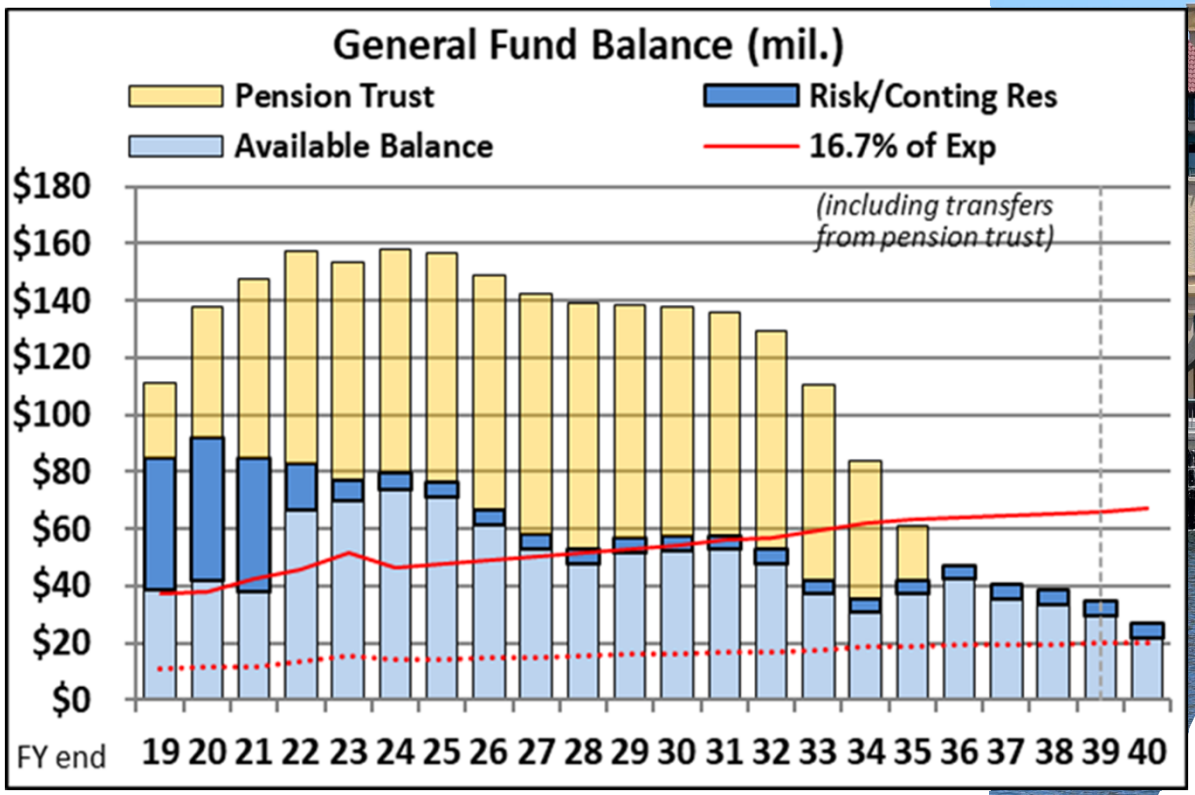
FY 2020-21 Year-End Version



Long-Range Financial Plan

Updates include:

1. Recession cycles start changed from 2020, 2027, and 2034 to 2025 and 2032.
2. Annual CalPERS valuation data and discount rate assumption change to 6.8% incorporated
3. FY 2021-22 and FY 2022-23 updated revenue projections
    1. New hotel construction
4. Updates for other funds that might need General Fund Support: Recreation, Measure W, Strong Communities, Fire Dispatch
5. Added 1-2 new FTE per year
6. Incorporates FY 2022-23 Proposed Budget



2nd Quarter FY 2021-22 Recommendation

- Accept this budget status report.
- Approve five budget amendments
  1. Ratify the movement of $234,300 in appropriation from the Community Services Golf Course fund budget to the Public Works General Fund budget for maintenance at VanBuskirk
  2. Increase the General Fund transfer to the Golf Fund by $120,000 and decrease the General Fund transfer to the Recreation Fund by $120,000
  3. Increase the General Fund Sales Tax revenue budget by $200,000 to cover a $200,000 increase in the Tax Collection expenditure budget
  4. Increase the Separation Pay expense appropriation by $400,000 from the Other Benefits Internal Service Fund available balance
  5. Appropriate $208,000 from PFF Street Improvement fund available balance to the Thornton Rd/Hammer Left Turn Lanes, Project Number WT15018

File #: 22-0543, **Version:** 1

HOMELESS HOUSING, ASSISTANCE AND PREVENTION (HHAP) GRANT PROGRAM ROUND 3 DISCUSSION

RECOMMENDATION

Information only. No action is to be taken.

Summary

This will be an informational presentation from Economic Development on Homeless Housing, Assistance and Prevention (HHAP) Grant Program Round III.

Homeless Housing, Assistance and Prevention (HHAP) Program Round 3 Discussion

Stockton City Council

June 14, 2022

Agenda Item 15.5

Research Methodology | Mixed Methods

1 Discussions

Persons w/Lived Experiences:
- Youth
- Adults
- Families

- Housing Justice Coalition
- Housing Authority
- Health Care Services
- Whole Person Care
- SJCoC Strategic Planning Committee

2 Document Reviews

- SJCoC Meeting Minutes
- 2020 Homeless Strategic Plan
- 2021 Impact Report
- SJCoC Analysis of Racial Equity Success of CoC-Funded Projects
- HHAP Rounds 1 & 2 Applications
- City Funding Detail

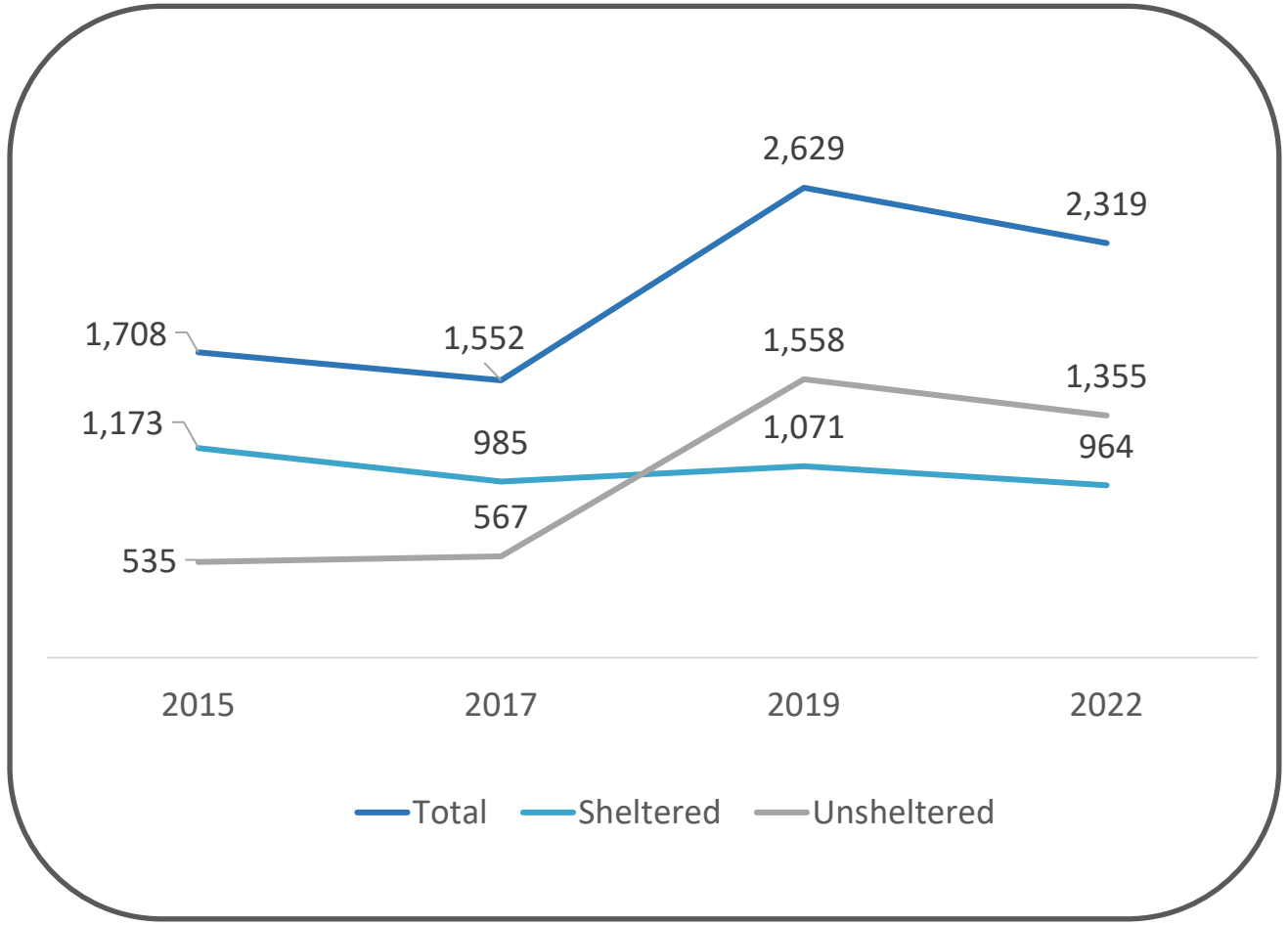
3 Encampment Survey

United Way, City of Stockton, SJCoC Partnership Survey of **243** Unsheltered Individuals

4 Local Data Analysis

SJCoC PIT Count Data
HMIS Data
Housing Inventory Count Data
State HDIS Data for County

Trends in Homelessness | San Joaquin County



Source: 2015 & 2017 CA-511 HUD PIT Report; 2019, 2022 SJCoC PIT Count; State HDIS Data

- Decrease in total persons experiencing homelessness from 2,629 in 2019 to 2,319 in 2022
- Veteran homelessness remains unchanged, despite county goal (6% of total homeless in 2019 and 2022)
- Gap between sheltered and unsheltered persons relatively consistent from 2019 to 2022 (59% and 58%, respectively)
- Increase in persons experiencing chronic homelessness from 27% in 2019 to 35% in 2022
- Decrease in persons exiting homelessness into permanent housing by 19% from 2018 to 2020

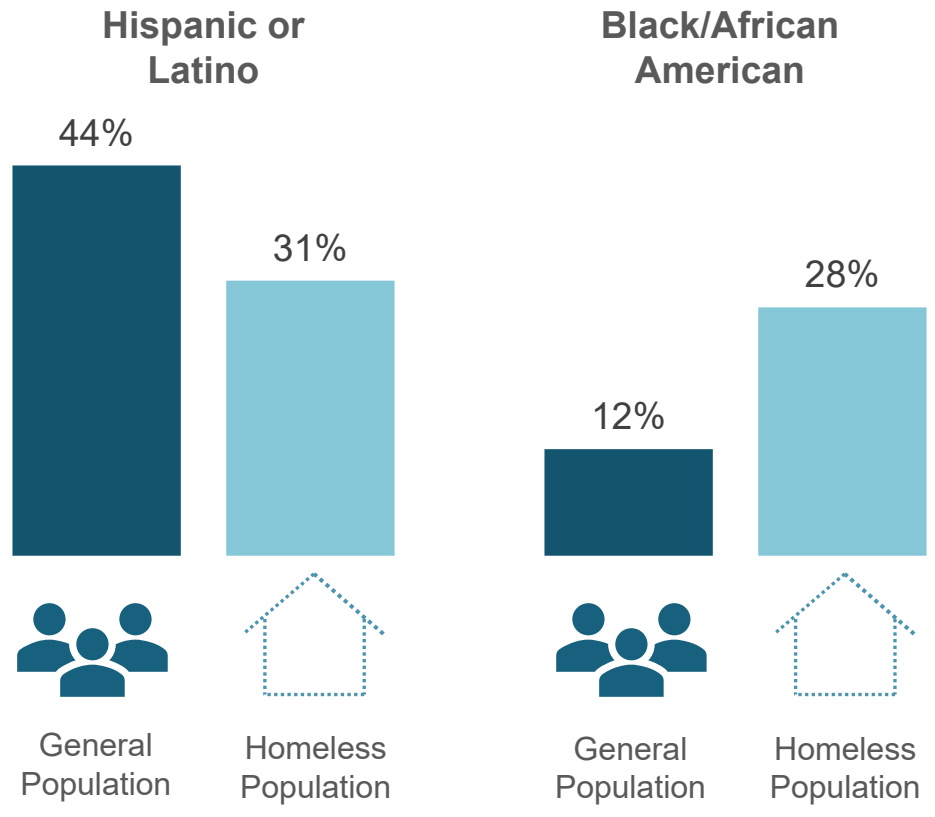
People Experiencing Homelessness | City of Stockton

1,370

people experiencing homelessness in the City of Stockton

35%
Sheltered
477 persons

65%
Unsheltered
893 persons

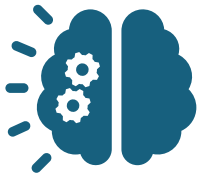


Source: 2022 SJCoC PIT Count; U.S. Census Bureau, QuickFacts Stockton. Retrieved 5/5/2022 from https://www.census.gov/quickfacts/fact/table/sanjoaquincountycalifornia,stocktoncitycalifornia/PST045221

Key Findings | Delivery system strengths and challenges

Challenges

- Service system is hard to navigate; CES not fully operational; HMIS is complicated and underutilized
- Service system underfunded and under resourced; need sustainable operational funding
- Lacking sufficient coordination resulting in service duplication and missed funding opportunities
- There is no common understanding of equity issues or actions to address them
- The 2022 PIT Count considered to be inaccurate—not standardized and did not reach all areas



Strengths

- The SJCoC is well attended and there are many partners willing to collaborate
- The 2020 Strategic Plan was adopted and serves as a framework for coordination and collaboration
- The service system has a solid agreement on the use of a CES, HMIS and the Housing First model
- New and expanded shelters are being developed and new navigation centers are being established
- Many diverse service providers and new state funding is scheduled to become available

Key Findings | Housing and Services Strengths and Challenges

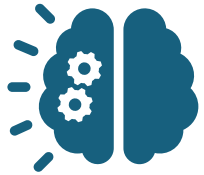
Challenges

Permanent Housing

- Short supply and long waiting lists
- Restrictive eligibility requirements
- Lack of landlords to offer Rapid Rehousing
- Lack of permanent supportive housing for large unsheltered population with mental health and physical health conditions

Emergency shelters

- Underfunded and understaffed
- Not all follow Housing First practices
- Not all housing focused
- Exclusionary policies for pets, partners, possessions



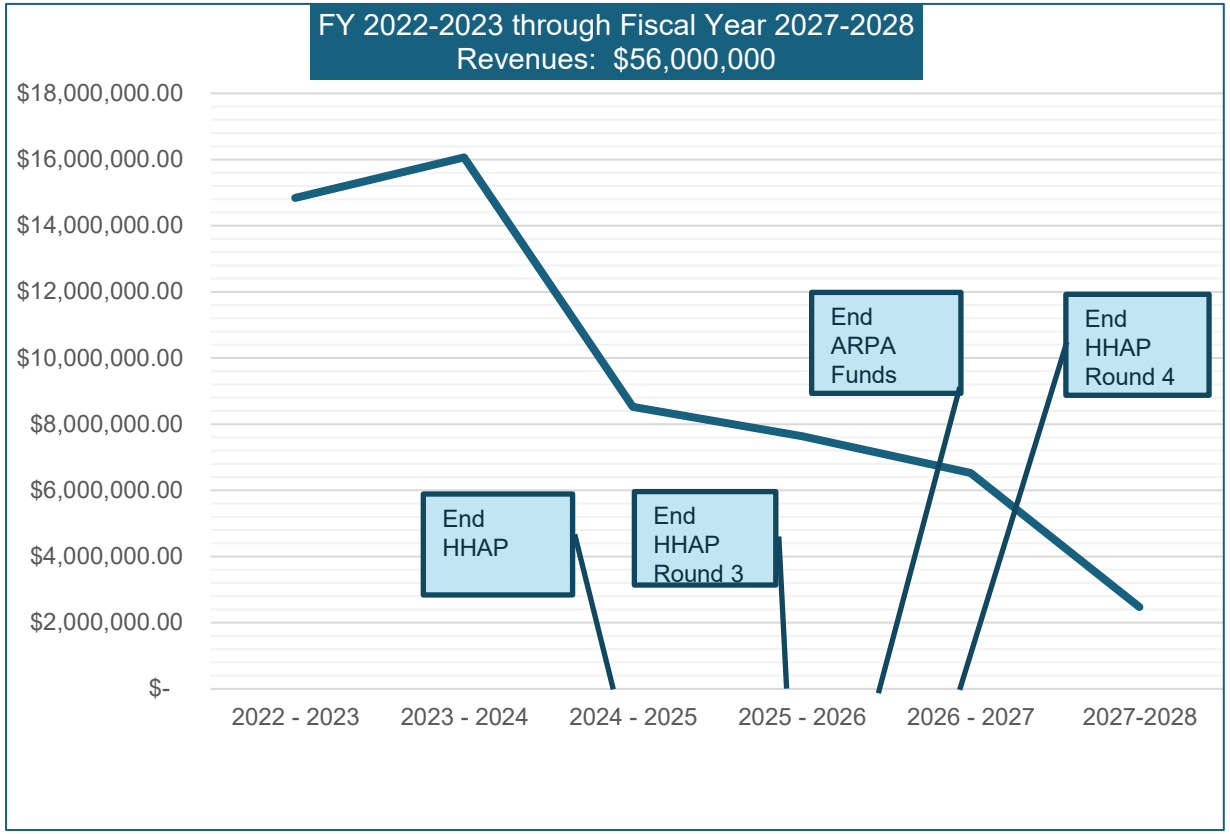
Strengths

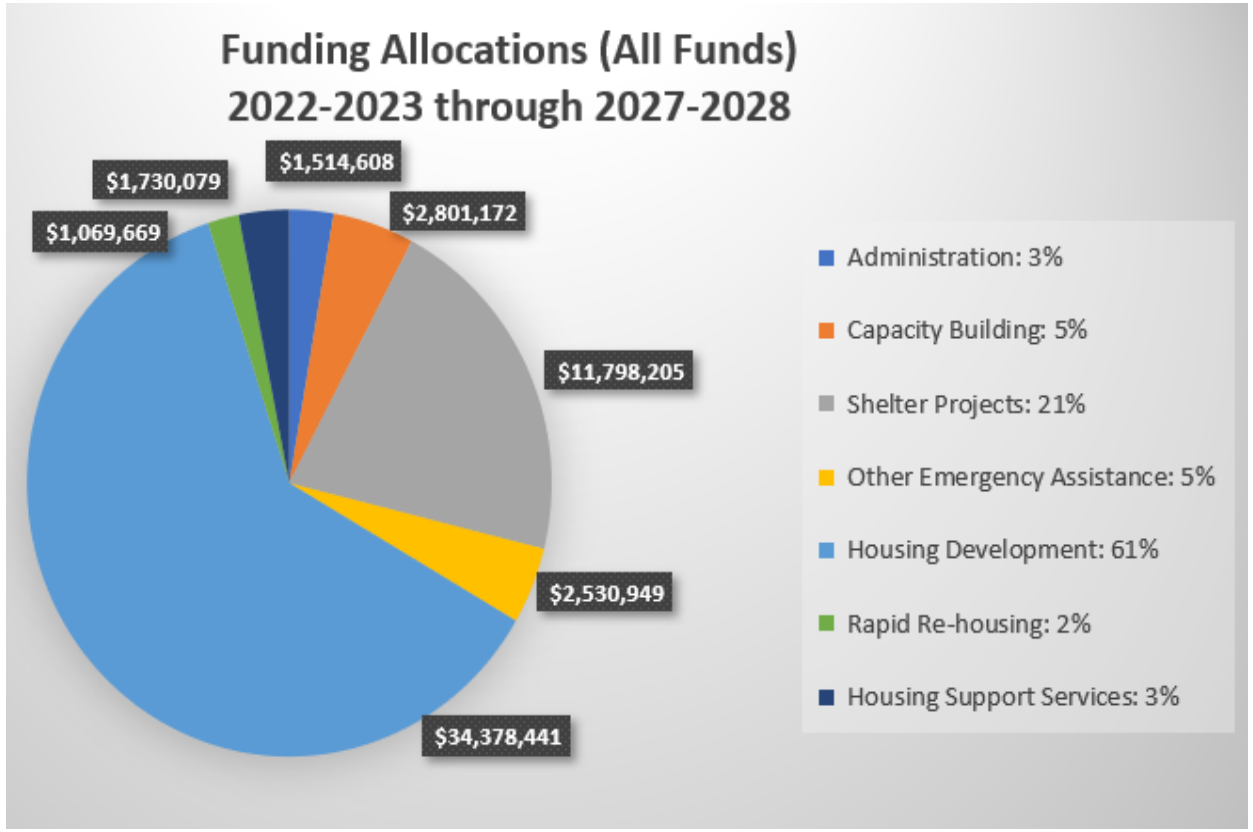
Strong multi agency and muti jurisdictional coordination on the development of permanent housing and permanent supportive housing

Many new affordable housing and permanent housing units are under development

New and emerging grassroots movement for change (e.g., Uplift, WE CAN, Housing Justice Coalition)

Homeless Revenues and Expenditures | Six-Year Plan

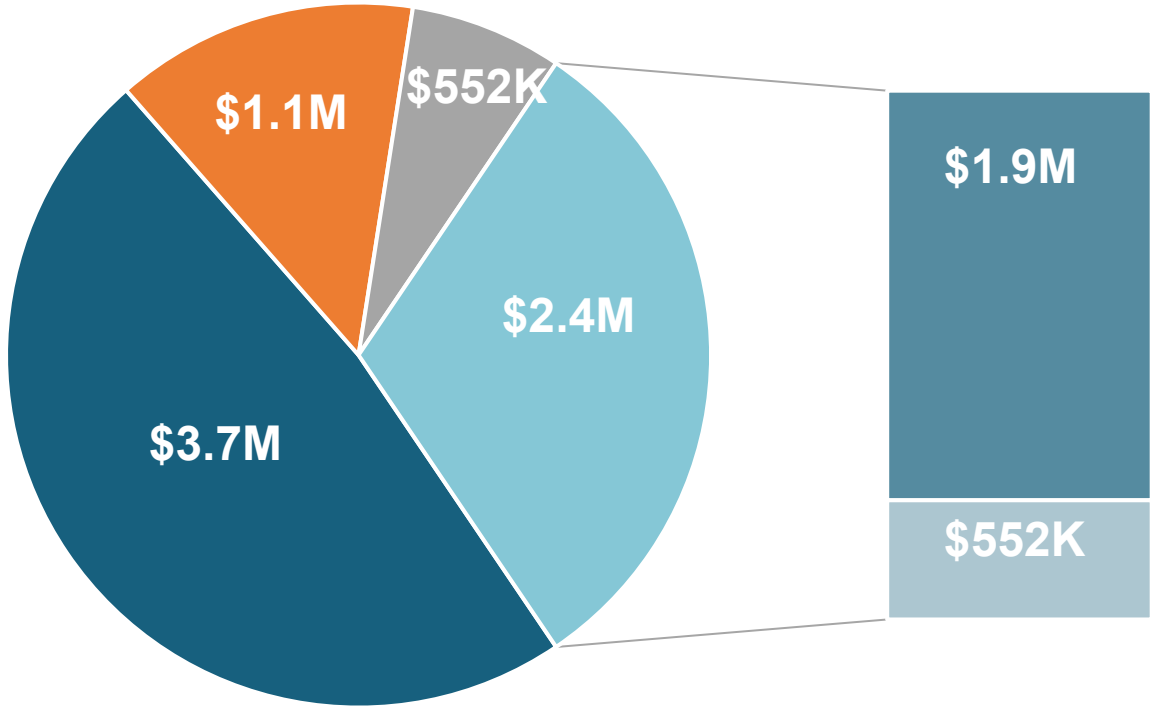




HHAP Round 3

Total Allocation
$7,893,270

Recommended 4-Year Spending Plan



GOAL 1: Coordinated System

- Capacity building
- Coordinated Entry
- PIT Count
- Data and HMIS

GOAL 2: Access to Crisis Response

- Shelter operations
- Tenant assistance*
- Meet basic needs*

GOAL 3: Access to Permanent Housing

- Affordable housing
- Rapid rehousing*
- Housing support services

* These projects are funded through HHAP Round 1, ESG, and CDBG.

Recommendations applicable through the anticipated HHAP Round 4

Outcome Goals | For Preventing and Reducing Homelessness

1	Reducing the number of persons experiencing homelessness (1a) and homelessness on a daily basis (1b)	▪ 5% decrease in people accessing services who are experiencing homelessness (400 fewer people); 15% decrease in people experiencing unsheltered homelessness (240 fewer people)
2	Reducing the number of persons who become homeless for the first time	▪ 5% decrease in people who become homeless for the first time (175 fewer people)
3	Increasing the number of people exiting homelessness into permanent housing	▪ 18% increase in people exiting homelessness into permanent housing (150 more people)
4	Reducing the length of time persons remain homeless	▪ 10% decrease in time to move-in into rapid rehousing or permanent housing (from 72 to 65 days)
5	Reducing the number of persons who return to homelessness after exiting homelessness to permanent housing	▪ 2% decrease in people who return to homelessness after exiting homelessness to permanent housing (8% fewer people)
6	Increasing successful placements from street outreach	▪ 1000% increase in successful placements from street outreach (200 more people)

NEXT STEPS

- Discuss Overall Plan
- Approve Plan and Submission of Grant Application on June 21, 2022

File #: 22-0545, **Version:** 1

ADOPT A RESOLUTION AUTHORIZING THE CITY TO APPLY FOR A GRANT AWARD FROM THE COUNTY OF SAN JOAQUIN TO ACQUIRE AND DEVELOP A LOW-BARRIER SHELTER PROGRAM FOR HOMELESS INDIVIDUALS

RECOMMENDATION

It is recommended that the City Council consider adopting a resolution to:

1. Authorize the City Manager to submit a request for, and accept, a one-time capital grant through the County of San Joaquin in the amount of $8,116,629 to support the creation of a low-barrier shelter program for homeless individuals.

2. Authorize an additional request to the County of San Joaquin of $1,371,450 to support the gap in operational funding for the first two years of operation.

3. Upon approval from the County, authorize the appropriation of $3,600,000 of American Rescue Plan Act funds, and total County grant funds, to the Salvation Army of Stockton for daily costs associated with operating a 125-bed shelter and capital project needs.

4. Authorize the City Manager, or designee, to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Summary

In 2019, the City of Stockton declared a local Homeless Emergency, and in 2020 adopted a Strategic Plan, outlining the intended Community Response to Homelessness. A key strategy is to increase the number of low-barrier shelter beds and to strengthen the ability of shelter programs to successfully assist homeless individuals in finding a permanent home. The general purpose of this recommendation is to pursue funds from San Joaquin County to support a local community-based organization to construct and develop a low barrier shelter program, and, if capital funds and additional support are authorized by the County, to provide operational support of $3,600,000 American Rescue Plan Act funds previously allocated for this purpose to the Salvation Army of Stockton (Attachment A - Salvation Army Application).

DISCUSSION

Background

On September 14, 2021, Council approved the City of Stockton's American Rescue Plan Act (ARPA) funding distribution. This approval included $12.15 million for Homelessness/Housing, under which $3,600,000 was approved for Low Barrier Shelter Beds under the category, Housing Support:

Services for Unhoused Persons.

Under the rules issued by the United States Department of Treasury, ARPA funds must be obligated by December 31, 2024, and expended by December 31, 2026.

On December 12, 2021, Council directed the City Manager to pursue capital grant funds from San Joaquin County for 125 low barrier shelter beds.

On March 8, 2022, the City's Department of Economic Development released a Notice of Request for Project Concepts and Funding Availability for Low Barrier Shelter Beds.

On April 18, 2022, four (4) submissions were received and reviewed, of which two were deemed incomplete without full narrative responses.

Submissions were received from:

- Gospel Center Rescue Mission (Gospel Center)
- Salvation Army of Stockton (Salvation Army)
- Uplift Foundation
- Fresh Start Transitional Housing and Reentry Program

A panel of four individuals reviewed and scored the proposals. Panel members included: a current county Health Care Services Agency employee, a current Continuum of Care board member, a retired member of San Joaquin County Behavioral Health Services' executive team, and the City's consultant providing staff augmentation to the Economic Development Department.

The review team submitted the following findings:

- Gospel Center proposed a shovel-ready project concept for a men's sober-living program, but the review team questioned whether the project met the requested low-barrier shelter program specifications.
- Salvation Army submitted qualifications to operate and maintain a low-barrier shelter bed program, per City specifications, but the review team identified a deficiency in the application in that site control was not sufficiently demonstrated and questions remained about commitment to operating a low-barrier program.

Interviews were conducted by City staff to discuss their submissions. Interviews were the same length of time and used a standard set of questions. During the interviews the following findings were made.

- Gospel Center clarified that the project submitted for consideration was to complete the build-out of its Men's New Life Program, a sober living program for men and that no portion of the funds would be allocated to the development of low-barrier shelter beds.

However, the Gospel Center stated that if capital funding is received no requests would be made for operating funds, as Gospel Center leadership understands that its program activities fall outside of eligible uses for public funds.

- Salvation Army clarified its commitment to operating a low-barrier shelter program and described experience in operating more than 8,000 low-barrier shelter beds throughout California. Salvation Army staff described how a low-barrier shelter can provide reasonable accommodations for pets, partners, possessions, and privacy, while at the same time maintaining behavioral and safety expectations.

  The Salvation Army described ongoing negotiations with the property owner of the proposed site and agreed to submit for the City's consideration a signed letter from the property owner attesting to their willingness to enter into a long-term lease agreement with Salvation Army for the purpose of operating a homeless shelter, should the organization identify funding for the lease and associated build-to-suit renovations. In addition, a detailed operational budget was requested.

Present Situation

An estimated 800-900 individuals are sleeping outdoors, unsheltered on any given night in Stockton, based on current and historic Point-in-Time count results. There are a total of 554 homeless shelter beds in Stockton with an average occupancy rate of 61% (based on the January 2022 Housing Inventory Counts).

A recent survey of unsheltered homeless individuals in San Joaquin County found that chronic homelessness is severe and persistent with over 25% of those interviewed being homeless for five years or more and that only about half (52%) of the 243 persons interviewed had stayed in a shelter overnight. Among those that had previously stayed at least once in a shelter reported their reasons for not using shelters range from perceptions of safety (36%) to being welcomed (26%). Those who have never stayed in a shelter shared concerns about pets (20%) and being able to stay with a partner (12%).

Overall, the survey portrays a hesitation by those that are unsheltered to use shelter services, despite availability, and despite having nowhere else to go. Residents of local encampments recommended the development and design of more inclusive sheltering options that help them stay close to their pets (a third of participants have at least one pet) and with a spouse or partner (38% of participants mostly have someone they trust that is usually with them).

Based on the number of unsheltered homeless individuals and the needs expressed by survey respondents, the City is investing in the development of low-barrier shelter beds to augment existing capacity with enhanced design and programming approaches to accommodate pets, partners, possessions and provide for some privacy. New low- barrier shelter programs will allow guests to choose either night-by-night stays or to register as a guest for longer stays with more intensive housing navigation services.

Shelter Beds in Stockton	
Existing Shelter Beds (2022 Count)	554
Beds in the Pipeline (Stockton Shelter Expansion) *Previously approved*	180
Additional Expansion (Salvation Army) *Proposed project*	125
Total, if approved	859

If approved, a one-time capital grant will be sought from San Joaquin County for costs associated with leasing and improving a property located at:

1188 S. Airport Way
Stockton CA 95205

The proposed property is zoned light / limited industrial (IL). Emergency shelters are a permitted use, per Stockton municipal code.

The property owner is:

GBM Realty, LLC
June Chen,
Managing Partner

Currently, the property includes a large-paved area, a warehouse, and several smaller out-buildings. The proposal is to convert the warehouse into a shelter and use the smaller out-buildings for various storage related purposes.

The development team, consisting of: RPM Team, a construction management team, and G&G Builders, a licensed general contractor, have agreed to work with the Salvation Army should funds be awarded in the design and renovations of the existing on-site facility.

The agreement with the landlord is to enter into a ten-year lease with an optional five-year renewal. It is proposed that the first ten-years of the lease be paid up front with the capital grant. Additional funds would need to be identified to renew the lease.

Budget Submission by Applicant:

Estimated Costs	**Amount**
10-year lease (Paid up front) 120 months at $19,000/mo.	$2,280,000
Construction and Renovations	$4,951,785
Additional Costs (11%) (permitting, fees, design, demolition, abatement, landscaping, insurance, and overhead)	$884,844
Total	$8,116,629

For a capital project of this scope, the City should anticipate a significant amount of upfront costs

prior to service delivery. Upfront costs will likely include a range of expenses: site lease, project management, site design and permitting, site preparation and renovations, and hard costs associated with equipping and furnishing. To complete work on time and on budget the City should plan to advance funds for project development and program start-up.

A total of $3,600,000 of ARPA funds have been received and allocated to support low-barrier shelter beds. The estimated annual cost of operations of this shelter program exceeds the funds allocated by the City for sheltering. The two-year cost of operations for this program, which the County has asked the City to fund, is $4,971,450. The gap in funding is $1,371,450.

However, the City of Stockton has also approved the expansion of the Stockton Shelter for the Homeless, committing funding for the development of an additional 180 beds. The City has not committed or identified funds to support the operational costs expansion at the Stockton Shelter.

The estimated annual cost to operate the proposed Salvation Army shelter is $54.50 per day per person for 125 guests.

Operating Expenses	**Annual Cost**
Salaries and Benefits	$ 1,624,275
Supplies, Utilities, Trainings, Food, Hygiene, etc.	$ 635,475
Administrative Overhead	$ 225,975
Total	$ 2,485,725

FINANCIAL SUMMARY

There is no financial impact to the City's General Fund or any other unrestricted fund as a result of taking the action. The Low-Barrier Shelter Program funds will be appropriated in the Economic Development Department Prepaid, Special Grants fund. Over the long-term, additional funding will need to be identified to sustain shelter operations, which may result in future requests for funding from the program operator. Approving this request may also have an impact on the City’s capacity to support existing shelter programs within the City that have historically received City funds.

Attachment A - Salvation Army Application

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DOING THE MOST GOOD

THE SALVATION ARMY DEL ORO DIVISION
SERVING NORTHERN CALIFORNIA & NORTHERN NEVADA

April 17, 2022

Stockton Homeless Initiative

To Whom It May Concern:

In 1865, our Founder, William Booth began the work of The Salvation Army in the Lower East End of London when he saw the plight of men and women suffering in the streets with addiction, hunger, and homelessness. This inspired him to write his famous book In Darkest England and the Way Out in 1890. In this book he writes about his plan to help the poor and needy, and his ideas were summarized in what he termed 'The Cab-Horse Charter'. Booth said, "When a horse is down, he is helped up, and while he lives, he has food, shelter, and work. That, although a humble standard, is at present absolutely unattainable by millions – literally by millions, of our fellow men and women."

What William Booth wrote over 130 years ago, unfortunately still rings true today. However, Booth's 'Way Out' philosophy has been the foundation of our organiz tion's mission to 'meet human need in His name without discrimination', and this has been the case sinc The Salvation Army began its work in Stockton, California in 1884.

The Salvation Army will help to reduce the homeless population in Stockton by acquiring an existing warehouse which, after renovation, will be able to accommodate up to a total of 350 low-barrier beds for both men and women. Our program participants will be assisted by case managers who will help provide wrap-around services and referrals to The Salvation Army's Rapid Rehousing Program upon intake to expedite the housing navigation. Some of the services we will provide will include, but not be limited to, individual case management services, establishing essential government assistance, wrap-around services, job training/workforce development opportunities, counseling, and addiction services. The goal is to provide barrier reduction strategies and strengths-based case management, as well as a safe and secure shelter stay by having qualified staff and video surveillance 24/7.

'Center of Hope' Strategic Initiative Team

- Captain Juan Oregel – Local Salvation Army Officer and Stockton native who was a former beneficiary of The Salvation Army's Adult Rehabilitation Center in Stockton, before becoming a Salvation Army Officer. Since returning home in 2019, he has a strong passion to rescue and resolve the city's homeless population.

- Major Pam Brackenbury, MACL– Divisional Program Secretary for The Salvation Army Del Oro Division, who holds a master's degree in leadership and has spent over 35 years providing programmatic leadership in various cities across the Western United States.

- Daysi Lawton, Psy.D.– Divisional Dir. of Social Services for The Salvation Army Del Oro Division who holds a doctorate in clinical psychology, was a mental health specialist in Contra Costa County, and has worked with numerous non-profits throughout the Sacramento region for several years.

· Vince Beresford – California State Director for The Way-Out Initiative for The Salvation Army, has 25 years of experience in strategic planning and now heads the California Initiative to double the Army's impact on homeless services in the next five years. Having grown up in numerous homeless shelters subjected to drugs and violence across Los Angeles, Vince's passion for homeless services is what motivates him today.

· Cindy Basso, Esq. – As a Stockton native and homeless community activist, Cindy's strong desire to see her city's homeless population reduced by rehousing and reintegration into the community is her passion. She has been an instrumental part of the building acquisition and assisting with the overall project development.

The contacts for this project will be:

Captain Juan Oregel
The Salvation Army
1305 E. Weber Avenue
Stockton, CA. 95205
209-948-8955 Office
209-518-5098 Cell

Confirmation of Documents and Insurance

All documents include in this NOFA Proposal have been reviewed and acknowledged by The Salvation Army. Upon notification of The Salvation Army being awarded this program contract, The Salvation Army will provide all insurance documents needed to fulfill the requirement of this contract.

The Salvation Army stands poised to play a significant role in helping to reduce the overall homeless population in Stockton and San Joaquin County. We have almost 160 years of experience in dealing with human needs, and a track record second to none in our overall assistance to the homeless community. Our ability to utilize our name recognition for fundraising, and our proven track record of partnering with other community entities for overall success rates, makes our role in this plan essential for a positive outcome for those in need.

Respectfully Submitted,

John Brackenbury, Major
DIVISIONAL COMMANDER
The Salvation Army
Del Oro Division

City of Stockton Economic Development Department
NOFA for Low Barrier Shelter Beds

Section A: Agency Capacity to Develop Project

1. **Purpose/Mission:**

The Salvation Army, an international movement and non-profit organization, exists to meet human needs in communities where help is needed without discrimination. Locally, The Salvation Army began serving the Stockton community in 1884, throughout its 138-year history, services and programs have evolved and expanded based on the unique needs of Stockton and San Joaquin County. Over the years, The Salvation Army has grown to be a leader of homeless services in the region.

2. **Experience**

The Salvation Army is the longest standing non-profit organization in California serving the homeless population. With over 140 years of experience. The impact is imminent as we currently house over 9000 people experiencing homelessness every night in California, we have 3,002 transitional housing beds, 2,236 shelter beds, 2,234 permanent housing beds, and 1,563 recovery & wellness beds. We currently have 94 properties in California designated to fight homelessness. In addition, we distributed $7.5 million dollars to help prevent eviction in 2021. The Salvation Army provided 261,784 nights of shelter during the height of the pandemic. We are successful because our approach consists of combining wrap-around services that help our clients become housed, healthy and self-sufficient. Furthermore, The Salvation Army has more no-fee rehabilitation facilities than any other program in America.

The Salvation Army Stockton Corps supports Stockton's homeless population by providing services through our Mobile Outreach Van. This service consists of providing information and resources that can be utilized immediately with the goal of sustainable housing. The guests can choose the services that best fit their needs through the collaboration of many partners in the San Joaquin community. Guests also benefit from The Salvation Army Stockton Corps (TSA Stockton) Social Service program whose main purpose is feeding the community. TSA Stockton provides 250 to 350 boxes monthly for families

experiencing food insecurity. Other services include assistance with utility payments through the PG&E Reach Program. We also help with referrals to other community programs such as the Heap Program that assists with utility payments and weatherization. Other referrals are made to community partners that assist with issues surrounding ID's and clothing vouchers for fire victims that have been displaced. As well as The Salvation Army's Community Center after school program. The Community Center serves children ages 5 to 17. Besides being a safe environment for children, the program offers acting classes, arts and crafts, sports such as basketball leagues, soccer, and ping pong. The TSA provides healthy snacks and offers an opportunity to access spiritual teachings to those youth that want to participate. This is an optional program and choosing not to participate, does not disqualify the youth from any other services. The program also provides adults and seniors with a location to exercise, participate in weekly basketball league, arts and crafts, movement classes, bible studies and women fellowship groups. All spiritual support is by choice and not a requirement for program participation. The program has a welcoming atmosphere for people at any stage or circumstance in their life. Guests feel welcome and loved. Additionally, TSA Stockton provides Emergency Disaster Services to assist with natural and man-made disasters. TSA Stockton officers and volunteers are prepared to dispatch our canteens to local emergencies and provide food and spiritual support to those in need. The canteen is also available to serve our homeless populations.

TSA Stockton partners with other organizations at outreach events to serve people experiencing food insecurity. Some of our current partners are United Way of San Joaquin County, Bread of Life, El Concilio, San Joaquin County Behavioral Health, Stockton Police Department, San Joaquin County Sheriff's Department, The California Highway Patrol (CHP), Lincoln Unified School District, The City of Stockton, Mayor's Office, The San Joaquin County Board of Supervisors, The San Joaquin District Attorney, The Municipal Court House.

City of Stockton Economic Development Department
NOFA for Low Barrier Shelter Beds

3. Capacity

The principles of HUD's Housing First approach are employed by all The Salvation Army's federally, state and locally funded homeless serving programs. Participation in case management, substance user recovery and job training are not requirements for intake into housing or homeless programs. Furthermore, shelter guests may select their housing or supportive services. The Salvation Army manages several community partnerships for the service of coordination of shelter guests. Guests work alongside a program specialist to identify existing and potential barriers to housing, employment, and overall self-sufficiency.

The total fiscal year 2022 operating budget for The Salvation Army Del Oro Division is $74,609.000. The operating budget for TSA Stockton is $1,805.457. We have applied for grants including ESG, Community Foundation, Sozosei, and T.L. Williams. We were awarded $12,711 from ESG and 25,000 T.L Williams for transportation costs associated with the outreach vehicle. The Salvation Army leverages existing partnerships in the community to help expand this program. Internal and external audits are conducted annually to ensure adequate oversight and management of fiscal systems.

The homeless outreach program has been added to the menu of options provided to donors who have an interest in mitigating homelessness in these geographies. We have several strong relationships at the TSA Western Territory level that can be leveraged to provide support. The Del Oro Division also provides leadership and support for this program and has a fundraising team that has strong relationships with individual, foundation, and corporate donors. Oversight and monitoring will continue at the local, divisional, and territorial levels. The TSA Stockton will continue collaborating with individuals, other funders, and nonprofit organizations to ensure that the project continues after the funding award ends.

City of Stockton Economic Development Department
NOFA for Low Barrier Shelter Beds

4. Project Leads

Major Pamilla Brackenbury, Divisional Leadership/Del Oro Salvation Army: with over 35 years of experience in The Salvation Army serving in a variety of leadership positions across the Western United States. Pamilla holds a Masters Degree in Leadership from Indiana Wesleyan University with a minor in Bible. Created a long running fundraiser for The Salvation Army of Sacramento, proven track record in programming and fundraising within the organization.

Gerard Callahan, President/Project Executive: Gerard has broad range or experience within the commercial construction industry including Sprung Structure erection, ground-up construction, Tenant improvements, Public Works including parks, Play Structures and Site Furnishings.

Tom Stavropoulos, Project Manager: Tom experience consists of General Contractors and Subcontractors from interior Tenant Improvements to Ground-up construction

David Renard, PM/PR President: David's experience consists of accelerated design-build firm specializing in rapid rise, accelerated public and private projects using pre-engineered, prefabricated, and modular construction building products.

Faisal Elhalis, PE: Faisal is licensed Mechanical engineer. He is experienced in heating design, ventilation, air conditioning and plumbing systems.

Erick Montano, Field Superintendent/Supervisor: Erick has on-site field experience within commercial construction, including Sprung Structure erection, ground-up construction, Tenant Improvements, Public Works including parks/play structures/site furnishings.

Victoria Alvarez, Project Engineer: Vitoria has seven years construction experience managing Field Superintendent/field crews, scheduling, and maintaining relationships with vendors/subcontractors to ensure projects maintain schedule, efficiency, and budget.

Rick Van Diepen, AIA, NCARB, LEED AP BD+C: Rick specializes in rapid, rise, accelerated public and private projects using pre-engineered, prefabricated, and modular construction building products.

City of Stockton Economic Development Department
NOFA for Low Barrier Shelter Beds
Dmitriy Lashkevich, MBA, PE, QSD, QSP: Dmitriy specializes in rapid, rise, accelerated public and private projects using pre-engineered, prefabricated, and modular construction building products.

Section B: Project Vision and Implementation Plan

1. **Approach to Services**

The Salvation Army's vision is to double our impact in Stockton through reducing homelessness. We propose to accomplish this by providing renovations to an existing building accommodating up to a total of 350 beds for low barrier shelter access, including pets, partners, and possessions. Each guest will be assigned a case manager with an ideal caseload of 1-20. Furthermore, guests will be referred to The Salvation Army's Rapid Rehousing Program upon intake to expedite the housing navigation. The goal is to provide barrier reduction strategies and strengths-based case management, as well as a safe and secure shelter stay by having qualified staff and video surveillance 24/7. All staff will have harm reduction training, mental health and First Aid training, Trauma Informed Care training, and Vulnerable Adult Safety training; this training is our Protective Mission and is an intrinsic value in all Salvation Army run shelters. Additionally, staff will follow standardized procedures on reporting safety incidents both internally and externally. The Salvation Army embraces the diversity of the community it serves and has zero tolerance to discrimination. Our current staff and leadership team reflect Hispanic, African, Caucasian, Asian and other communities. Services will be available in English, Spanish, Cambodian and Vietnamese. We will collaborate with other agencies who will assist in translating services into other languages on an as-needed basis. All staff members require cultural competency training.

2. **Implementation Plan**

Once funding is obtained and the construction begins, The Salvation Army will work alongside the mobile homeless outreach program and Coordinated Entry system to identify potential guests. The Salvation Army Center of Hope once in operation, will identify guests that are willing to participate and once the construction is complete, guests will be given the opportunity to receive services the same day,

regardless of barriers such as having property stored, partners, and pets. Guests will be provided services without discrimination of possible mental health difficulties or behavioral difficulties. The Salvation Army of Stockton has already established partnerships with local agencies that operate with the Coordinated Entry.

The budget is a total of $8,116,629. This includes a ten-year lease on the property, architectural plans, permits, construction, as well as initial capital costs. Costs have been computed using prevailing wage when required. Because of the size of the building, the shelter can accommodate up to 350 guests without further costs. Realizing that the operating budget available may only cover 100-125 guests, as the program grows and is successful, everything will be in place if the city wishes to increase the number of guests.

3. Operations

The Salvation Army envisions a Low Barrier Shelter that will provide a welcoming, safe environment to all its guests, and staff. The program will allow for guest owned animals, adhering to statewide guidelines for service and support animals. The shelter will provide storage bins, lockers, and a lockable closet for each client as well as lockable storage container for client's possessions. Partners will be welcomed in the shelter and will be provided a list of behavioral guidelines that promote a safe environment. Our Shelter Rules and Regulations will consist of establishing shelter hours from 7:00 am to 9:00 pm. After hours entry and exit will be allowable only for documented needs like employment, doctor appointments, medical emergencies, education requirements and law enforcement drop offs or transports. All guests will be subject to searches of their person and individual property at the time of check in and during their stay at the shelter (no illegal drugs, weapons or alcohol will be allowed in the property). Any weapons will be turned over to staff upon security screening of shelter guests. Weapons will not be permitted on the premises. Showers and proper hygiene will be strongly encouraged. The facility will have showers and toilets available for all guests, regardless of their gender or gender identity. Fighting, intimidation and

bullying will not be permitted, we will practice zero tolerance. Vulgar, profane, loud, unsafe, obnoxious, or dangerous language or behavior will not be permitted. Smoking, vaping, or tobacco use will be permitted only in the designated smoking areas on the property. All sexual relations are prohibited in the building. No co-habitation of beds will be allowed; all beds will be twin size beds and will be only occupied by one person and cannot be moved or pushed together due to fire safety codes. Any infractions of this rule will result in removal from shelter. All personal items and medications will be locked in personal storage areas, lockers, or locked closets each day. Salvation Army staff will dispense the medicine twice a day to the guests.

Employee Outline staff to client ratio for a minimum of 350 emergency clients will consist of the following: Shift 1 will have 6 monitors, 4 Case Managers, Director, 2 maintenance, 2 Janitors, 3 Security on site. Shift 2 will have 8 monitors, 17 Case Managers, 1 Janitor, Deputy Director, 3 securities on site, 1 HMIS Intake Coordinator. Shift 3 will have 6 monitors, 1 Janitor, 3 security on site. If only a 100-125 guests the number of staff will substantially decrease.

4. **Collaboration**

The Salvation Army provides a continuum of service for the homeless population nationwide and locally. Our goal is to invite community partners to the Hope Shelter attempting to make available all services accessible in house. Some of the community services The Salvation Army will collaborate with:

- County Mental Health Services
- Dignity Health,
- Worknet
- Department of Human Services
- RTW
- Gospel Rescue Mission Center

City of Stockton Economic Development Department
NOFA for Low Barrier Shelter Beds

5. Safety

The Salvation Army if awarded this NOFA will be able to accommodate up to 350 bed low barrier shelter available 24/7 days per week. As operator of the shelter, The Salvation Army would request on site security for the duration of the operator contract. The Security Services Agency must possess license documentation and state certification for Security Guard Services. Security will consist of one Security Guard inside the building 24/7, and two Security Guards outside of the building 24/7. The security guards will have the ability to be in contact via radio. Our staff will consist of Case Managers, morning, afternoon, evening and overnight Monitors, Maintenance, Janitor, Deputy Director, HMIS/Intake Coordinator.

The Salvation Army personnel will, within the course of their duties, conduct themselves in a manner that is consistent with the discipline and expectations of The Salvation Army. The Salvation Army personnel will do their utmost to prevent abuse and neglect among guests involved in activities and services. The Salvation Army personnel will not abuse or neglect a guest in any manner whether physically, emotionally, financially, or psychologically. The Salvation Army personnel will share concerns about inappropriate behavior or policy violations with their supervisor. The Salvation Army personnel will obey the laws and will report any suspected abuse or neglect of a guest whether on or off Salvation Army property, whether perpetrated by Army personnel or others, to the government authorities. The Salvation Army personnel understand that The Salvation Army will not tolerate abuse and agree to comply in spirit and in action with this position. The Salvation Army personnel will accept their personal responsibility to protect guests, from all forms of abuse. The Salvation Army personnel will endeavor to be a source of help to families in which abuse, and neglect of a guest has become a problem. The Salvation Army personnel will not retaliate against other staff or guests who complain or report abuse.

City of Stockton Economic Development Department
NOFA for Low Barrier Shelter Beds

6. Outcomes

The goal of the program is to assist homeless with permanent housing. This goal will be accomplished with the following action steps:

1. Complete renovation of transitional emergency shelter to accommodate up to 350 guests.

2. Hire staff to operate the program.

3. Conduct community outreach at homeless encampments in Stockton to identify program participants.

4. The Case Managers will meet with assigned participants within the first seven (7) days of arrival to develop a case plan, which will include an individualized housing plan. The Case Managers will provide one-on-one case management services once per week. During these meetings the Case Manager will provide coaching, goal monitoring, barrier checks, service coordination and case plan modifications. This may include financial assistance to help guests reach goals. All requests for specific financial assistance must undergo review with the Program Manager and approval by Corps Officer(s).

5. Case Conferences will provide another component of case management. The case conference team will meet weekly and will include Corps Officer(s), Program Manager, Program Specialists, and any authorized outside service providers (i.e., county social worker, probation officer, behavioral health professional). During these case conferences the goal will be to: evaluate outcomes, support case coordination and problem solving, review progress and barrier to self-sufficiency goals, identify and track programmatic issues and strategize solutions, monitor, and mitigate behavioral issues.

6. Program evaluation

Section C: Analysis of Site and Project Readiness

1. Short Response

Address and Parcel Number: 1188 S. Airport Way, Stockton, CA 1614014662-KR

Current Owner of Record: GBM Realty, LCC

City of Stockton Economic Development Department
NOFA for Low Barrier Shelter Beds
Statement of Site Control or Likely Acquisition: Lease

City of Stockton Zoning Designation and Allowable Uses: APN 151-350-27

2. Site Analysis

2.1 Site Location, Neighborhood, and Zoning

Property is zoned Light Industrial and emergency shelters are a permitted use though adding a "feeding center" will require a conditional use permit. See attached images from local parcel maps (image 9 and 10). With a strong relationship with Stockton's building department, we think the conditional use permit can take around two months once the application goes in because it has to get on one or more board meeting agendas. Though, there is a decent chance that an emergency shelter already allows for a dining facility which could eliminate this two-month timeline. Stockton Muni code regarding zoning requirements for emergency shelters can be found here: https://library.qcode.us/lib/stockton_ca/pub/municipal_code/item/title_16-division_3-chapter_16_80-16_80_155

2.2 State of Existing Built Environment

Original date of construction unknown. Any renovations or updates made since original construction are unknown; from site visit it appears no renovations have been made aside from the metal building addition to the north side of the building.

Proposed upgrades include: No inspections have been performed. Upon award of NOFA, the team will perform materials testing for contaminated surfaces of asbestos, lead paint, or mold and abate and remediate where necessary. The boiler room and equipment has been deemed hazardous and would require abatement before demolition.

If Stockton planning deems a change from light industrial to accommodate dining facilities, then we would face an additional two months to the project schedule. No other issues have been identified that would impede the site and building development.

2.3Assessment of Site Challenges and Plan for Resolution

The boiler room and equipment has been deemed hazardous and would require abatement before demolition. If Stockton planning deems a change from light industrial to accommodate dining facilities, then we would face an additional two months to the project schedule. No other issues have been identified that would impede the site and building development.

3. Site Design

3.1 Site Description

APN 151-350-27, at 1188 S Airport Way in Stockton is a site under 2 acres that is paved for parking with perimeter fence and gates with an existing building on site. The building is a one-story concrete tilt up structure with a Glulam enforced roof diaphragm and two mezzanine levels. The building has a large, open central corridor with perimeter wings that are broken up into individual rooms and an overhang on the exterior that can be used for outdoor gathering space. The perimeter wing rooms create a natural interior perimeter of the proposed dormitory spaces, the exterior rooms will be used for classrooms and common space. The building is flanked by two areas for parking that could be utilized for staff and resident parking and still leave room for outdoor gathering space complete with tables and chairs and sports/active entertainment. There is a metal building addition to the north end of the building that can be used for resident storage and a space for resident's pets.

3.2 Proposed used of Site

Planned renovations: Building clean up; paint removal, electrical removal, broken window and door removal, elevator decommissioning. Demolition and remediation of boiler equipment. Demolition of storage mezzanine adjacent to boiler room. Structural reinforcement and upgrades of staff mezzanine at southeast corner of building. Abandonment of mezzanine on north side of building, replace area with clearstory lighting for daylighting in north side of building. Repair or removal and replacement of all interior and exterior rolling service doors. Removal and replacement of all interior T Bar acoustical

ceiling assemblies. Replacement of all interior and exterior doors with appropriate access controls. Replacement of all windows. New roof with solar tubes for daylighting. Trenching where needed on interior slab for sanitary and sewer lines to connect to bathroom and shower modular units, with in-fill. Repair of water and utility lines for the room adjacent to the boiler room for laundry services. Bracing improvements for glulam beam connection to concrete wall columns. Cage off all electrical panels. Renovate room on the northwest to convert to commercial kitchen and install kitchen equipment, hood, and exterior grease trap. Procure and install modular bathroom and shower units. Build a new structural partition wall system for interior traffic control. Install low voltage systems with new electrical upgrades. Install new fire sprinkler and fire alarm systems. New exterior fencing and gates.

Slurry resurfaces of existing, degraded asphalt. Addition of dog kennel area under existing exterior canopies Addition of exterior table and chairs under existing shipping canopy to serve as outdoor dining and smoking area. Seal and polish concrete. Ramping where necessary for ADA.

New kitchen including epoxy floors and FRP allowance. Cabinetry for kitchen and staff bathroom areas. Signage where necessary. Install exterior site furnishings. Renovate and replace HVAC system along with individual tenant heating and cooling systems.

Planned spaces: Separate dormitories for single men, single women, couples, and a smaller "come as you are"/sleep off room, along with another small area for isolation and night episodes. Planned total residents of 350 individuals. Commercial kitchen and dining area. Two classrooms. Entryway and small intake offices. MPOE and maintenance room. Chapel area in between the dormitories. Bathrooms and showers located close to dormitory areas.

Programming and case management space and offices on first floor adjacent to dormitories.

Staff and security space on mezzanine in southeast corner of building. Laundry area. Exterior dog kennel. Exterior dining and smoking area. Exterior storage yard for resident's belongings (or to be planned in metal building addition currently on north side of building).

3.3 Low barrier / Target Population Design Considerations

The shelter program will allow guest owned animals that adhere to statewide guidelines for service and support animals. Guests with possessions will be provided one storage bin, one locker and one lockable closet as well as lockable storage and container for bicycles (one bicycle for each client). It will be the expectation that all shelter guests agree and adhere to behavioral guidelines. Shelter guests are prohibited from all sexual relations in the shelter or on The Salvation Army property. Male clients have the choice of sleeping in the male dorm areas, females can sleep in the female dorm areas and if a guest identifies as 'other' or 'LGBTQ' they have the choice of sleeping in an Alternate Accommodations Room. Couples will be able to choose to sleep in the Alternate Accommodations Room, however co-habitation of beds will be prohibited. Every attempt will be made to place couples next to each other whenever possible. All activities such as mealtimes will be scheduled accordingly for example single males will eat after single females. Alternate mealtimes will be scheduled in order to maintain guests and staff safety. The same rule will apply to day use rooms, play equipment in order to maintain security and privacy.

4. Project Readiness

4.1 Site Control

GBM Realty, LLC owns the property at 1188 S. Airport Way. Jane Chen is the managing member of GBM Realty, LLC. She and The Salvation Army are in negotiations for a ten-year lease for a total of $2.28 million dollars paid upfront. The price for the ten-year lease has been agreed upon between the parties. Currently, the parties are negotiating terms.

4.2 Preliminary Planning

This project is at the beginning of the planning phase. A walk through was conducted and an architectural program put together based on the desired occupancy and potential egress locations to economically retrofit an existing light industrial building to house 350 individuals along with programming staff to serve as a turnkey navigation center. RPM Team put together a preliminary bubble diagram which helps

describe how the Salvation Army's program translates to design. This plan was estimated by G&G Builders to develop the project's construction budget. If awarded RPM will put together pre-application materials and meet with Stockton's planning department to determine if a CUP is needed before submitting the permit design for the proposed renovations to the building department. This process would involve gathering existing data regarding the site, including tax map, utility locations identified in public GIS and zoning, along with municipality research for historical building permits and drawings and an application narrative. Concurrently we would begin materials testing of the existing facility to determine what abatement or remediation would be necessary.

4.3 Site Preparation

Same as 3.2

4.4 Construction Plan

The plan would consist of a voluntary seismic retrofit involving strengthening connections of roof diaphragm, roof framing and its connections to structural walls. This improves the shear transfer to the roof which is the most critical failure point in tilt up buildings. Interior modifications include Renovate room on the northwest to convert to commercial kitchen and install kitchen equipment, hood, and exterior grease trap. Procure and install modular bathroom and shower units. Build new structural partition wall system for interior traffic control. Install low voltage systems with new electrical upgrades. Install new fire sprinkler and fire alarm systems. New exterior fencing and gates. Addition of dog kennel area under existing exterior canopies. Addition of exterior table and chairs under existing shipping canopy to serve as outdoor dining and smoking area. Renovate and replace HVAC system along with individual tenant heating and cooling systems.

City of Stockton Economic Development Department
NOFA for Low Barrier Shelter Beds
4.5 Required Attachments:

City of Stockton Economic Development Department
NOFA for Low Barrier Shelter Beds
4.5 Required Attachments:

Doc #: 2014-018048
02/25/2014 08:22:30 AM
Page 1 of 5 Fee: $36.00 Tax Paid: $550.00
Kenneth W. Blakemore
San Joaquin County Recorder
Paid By: OLD REPUBLIC TITLE COMPANY

RECORDING REQUESTED BY:

Old Republic Title Company

Order No.: 1614014662-KR
APN: 151-350-27

When Recorded Mail Document and Tax Statements to:

GBM Realty, LLC
605 S. Harrison Street
Stockton, CA 95203

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Corporation Grant Deed

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $550.00
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of Stockton

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Angelica Textile Services California Corporation, Inc. formally known as Angelica Healthcare Services Group, Inc. a California Corporation, as to Parcel One; and Angelica Textile Services, Inc. a California Corporation, as to Parcel Two
hereby GRANT(S) to
GBM Realty, LLC, a California Limited Liability Company

that property in City of Stockton, San Joaquin County, State of California, described as:
* * * See "Exhibit A" attached hereto and made a part hereof. * * *

* * * See "Exhibit B" attached hereto and made a part hereof. * * *

Date: February 21, 2014

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its duly authorized officers.

Angelica Textile Services California Corporation, Inc. formally known as Angelica Healthcare Services Group, Inc. a California Corporation, as to Parcel One; and Angelica Textile Services, Inc. a California Corporation, as to Parcel Two

By: _____
John Partridge, Treasurer of Angelica Textile Services Inc.

2014-018048 Page 2 of 5
02/25/2014 08:22:30 AM

State of Georgia
County of Fulton

On February 21, 2014 before me, Jennifer Austin, a Notary Public, personally appeared John Partridge,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer Austin
Name Jennifer Austin
(typed or printed)

(Area reserved for official notarial seal)

JENNIFER AUSTIN
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES
AUG 15 2016

2014-018048 Page 3 of 5
02/25/2014 08:22:30 AM

ORDER NO. : 1614014662-KR

EXHIBIT A

The land referred to is situated in the County of San Joaquin, City of Stockton, State of California, and is described as follows:

PARCEL ONE:

All that portion of Block 315, East of Center Street, lying South of the South bank of Mormon Channel, in the City of Stockton, according to the Official Map or Plat thereof, San Joaquin County Records.

EXCEPT that portion of said Block 315 lying North of the South bank of Mormon Channel, being more particularly described as follows:

Commencing at the Northwest corner of Block 315, East of Center Street, as said Block is shown upon the Official Map of the City of Stockton, approved and adopted by the City Council of the City of Stockton, on July 23, 1894, said Map is on file in the Office of the City Clerk of said City, said point also being on the South line of Jefferson Street; thence Easterly along said South line of Jefferson Street, a distance of 31.71 feet to a point, said point being the true point of beginning; thence continuing Easterly along the South line of Jefferson Street, a distance of 271.25 feet to a point, said point being the Northeast corner of said Block 315, said point also being on the West line of Sierra Nevada Street; thence Southerly along said West line of Sierra Nevada Street, a distance of 97.36 feet to a point; thence Northwesterly in a direct line along the South bank of Mormon channel to its point of intersection with the South line of Jefferson Street, said point being distant 31.71 feet Easterly from the Northwest corner of said Block 315, and being the true point of beginning.

PARCEL TWO:

The Westerly ½ of all that portion of Sierra Nevada Street (80.8 feet wide) as said street is so delineated and designated upon the Official Map of the City of Stockton, approved and adopted by the City Council of said City, on July 23, 1894, and lying between the Southerly right of way line of Mormon Channel, as shown on the Specific Plan for Mormon Channel, recorded in Book 31 of Surveys, at Page 147, San Joaquin County Records, and the Northerly right of way line of Jackson Street (60.6 feet wide).

APN: 151-350-27

2014-018048 Page 4 of 5
02/25/2014 08:22:30 AM

Exhibit B

1614014662-KR

From and after the date of this Grant Deed, the Property shall not be used as a commercial health care laundry facility. This restriction against use of the Property as a commercial health care laundry facility shall be an irrevocable covenant running with the land for the period of such restriction. Such restrictive covenant shall automatically expire and be of no further force and effect on February 1, 2024.

Buyer:

GBM Realty, LLC, a California limited liability company

By: _____

Wen Jie Chen, Managing Member

2014-018048 Page 5 of 5
02/25/2014 08:22:30 AM

State of CA

County of Stanislaus

On 2/24/2014 before me, CKerns, a Notary Public, personally appeared Wen Jie Chen

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature CKern

Name CKerns
(typed or printed)

(Area reserved for official notarial seal)

C. KERNS
Commission # 2039368
Notary Public - California
Stanislaus County
My Comm. Expires Sep 23, 2017

OWNER: THE SALVATION ARMY

PROJECT MANAGEMENT: RPM TEAM — RPM-1 INC. 1 SANSOME ST. #11 SAN FRANCISCO, CA 95354 (T) 408.439.3283

ARCHITECT

CONSULTANT

PROJECT NUMBER: 21-032

DATE OF ISSUE: (04) 3/2021

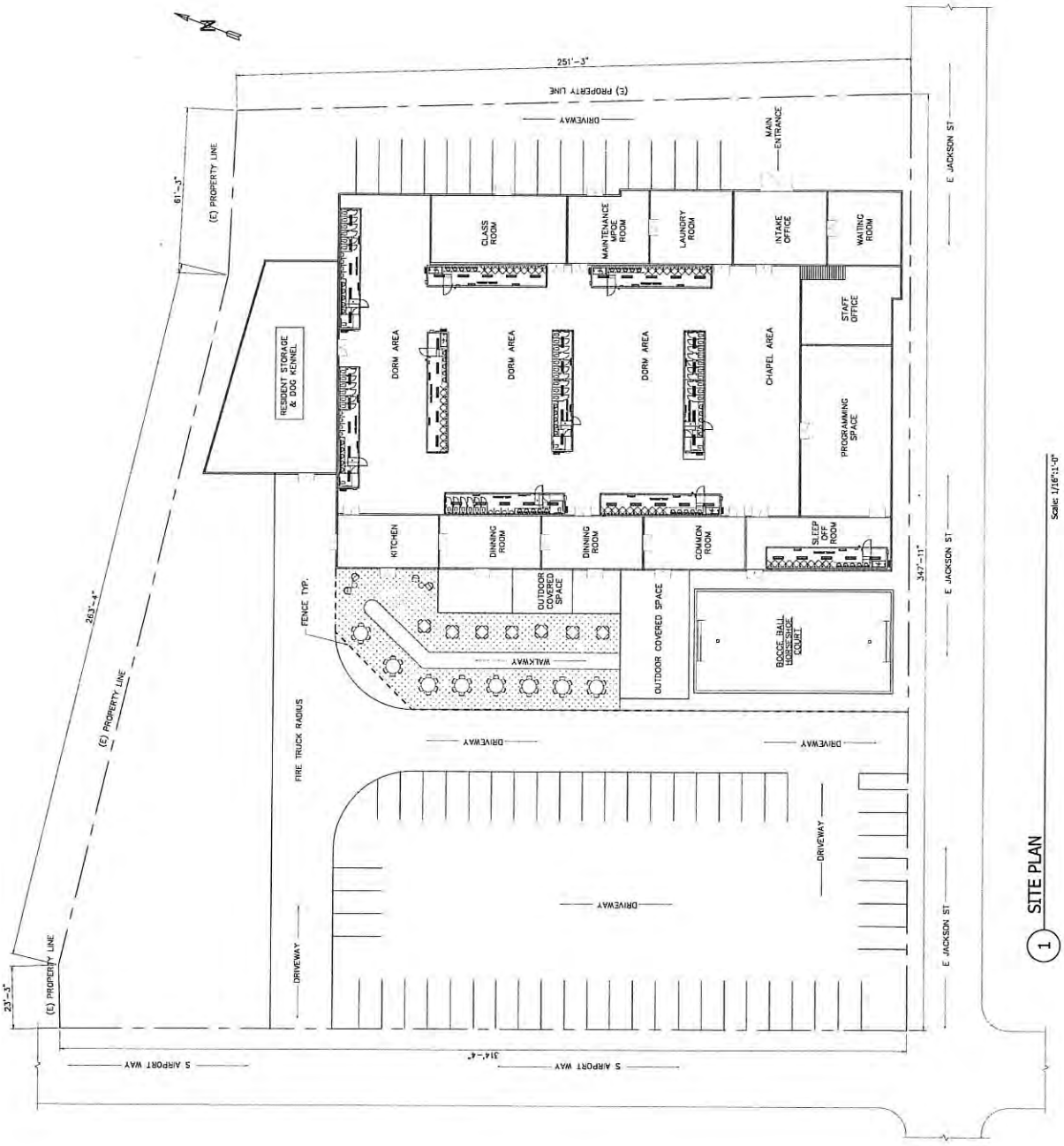
PROJECT TITLE: 1168 S AIRPORT WAY, STOCKTON, CA 95205

SITE PLAN

SCHEMATIC DESIGN SUBMITTAL

SHEET TITLE: SITE PLAN

SHEET NUMBER: C1.0



City of Stockton Economic Development Department
NOFA for Low Barrier Shelter Beds
Section D: Coordinated Entry and HMIS Compliance

1. **Date management Entry**

Data collection will be conducted by daily utilization of HMIS and WellSky, a nationwide Salvation Army proprietary database. Data collected includes demographic information, case notes, assistance, and program activity. All program managers and program specialists will be trained users of these data platforms. In addition, monthly statistics are compiled for several contractual reports and internal programmatic reports.

2. **Coordinated Entry**

The Salvation Army intakes homeless persons through the coordinated entry system and agency referrals. Coordinated Entry prioritizes homeless persons exhibiting the highest levels of vulnerability and risk (i.e., chronically homeless, elderly, mental illness, addiction, alcoholism, transition-age youth). Religion, race, ethnicity, sexual orientation, gender identities and/or gender expressions are not factors in determining intake eligibility. Discrimination is not tolerated.

The Salvation Army accepts shelter referrals from County Health & Human Services, Child Protective Services, County Probation, County Courts, and other organizations.

Coordinated Entry is mandated for HUD funded projects. Most state, county and local jurisdictions follow HUD guidelines for shelter services.

Section E: Approach to Equity and Non-Discrimination

1. **Commitment to Equity**

The Salvation Army, an international movement, is an evangelical part of the universal Christian Church. Its message is based on the Bible. Its ministry is motivated by the love for God. Its mission is to preach the gospel of Jesus Christ and to meet human needs in His name without discrimination. The Salvation Army is an Equal Employment Opportunity Employer hiring minorities, women, veterans, and people

with disabilities. It is the practice of The Salvation Army to hire people with lived experiences in homelessness, and housing insecurity.

2. Practice of Non-Discrimination

The Salvation Army is a Federal contractor and an Equal Opportunity Employer. The Salvation Army is subject to Executive Order 11246, which requires government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. In addition, we are subject to Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended by the Jobs for Veterans Act of 2002, 38 U.S.C. 4212 (VEVRAA), which requires Government contractors to take affirmative action to employ and advance in employment protected veterans. The Salvation Army invites applicants to voluntarily self-identify their gender, race/ethnicity and protected veteran status. The Salvation Army does not discriminate on the basis of race, religion, color, sex, sexual orientation, gender identity, age, protected veteran status, non-disqualifying physical or mental disability, national origin, genetic information, or any other basis covered by appropriate law. All employment is decided on the basis of qualifications, merit, and business need.

City of Stockton Economic Development Department
NOFA for Low Barrier Shelter Beds
5.5 Required Forms

Form A. Applicant Summary

Part 1. Applicant Information

Agency Name: The Salvation Army, A California Corporation

Agency Address: 3755 N. Freeway Boulevard, Sacramento, CA 95834

Federal Tax ID #: 94-1156347 **Duns Number:** 074629460

Organization Type ☐ Corporation ☐ LLC ☐ Partnership ☒ 501c-3 ☐ Other

A Minority Business Enterprise ☐ Yes ☐ No

A Women Business Enterprise ☐ Yes ☐ No

Part 2: Contact Information

Director Name: Juan Orgel **Title:** Captain

Phone: 209-948-8955 **E-Mail:** Juan.orgele usw.salvationarmy.org

Project Manager _____ **Title:** _____

Phone: _____ **E-Mail:** _____

Part 3: Funding Request

Proposed Project Activities (Check all that apply)
☐ Acquisition
☐ New Construction
☒ Rehabilitation
☐ Other: _____

Total Project Cost: _____

Total Funds Requested: _____

Part 4: Applicant Signature

Submit original signature of applicant's authorized official, in blue ink.

Name: Major John Brackenbury

Title: Divisional Commander

Signature: [signature]

Date: 4/18/22

Form B. Preliminary Budget

Part 1: Costs

DEVELOPMENT COSTS (ESTIMATE)	
ACQUISITION/LEASE COSTS	$2,28 million
Land	
Building	
TOTAL ACQUISITION COST	
GENERAL DEVELOPMENT COSTS	
Demolition & Abatement	$210,000
Unit Construction	$4,951,785
Site Improvements/Landscape	$145,000
Off-Site Improvements	N/A
Contractor General Requirements/Overhead	$217,500
Construction Contingency	N/A
Local Permits/Fees	$60,000 (EST.)
Phase I/Asbestos/Toxics	$80,000
Architecture	$87,000
Survey/Engineering/Soils/Landscape Arch.	
Appraisal/Market Study	
Title/Recording/Escrow	
Relocation Costs	
Construction Loan Expenses/Fees/Interest	N/A
Permanent Loan Fees	N/A
Insurance During Construction	$85,344.44
Soft Cost Contingency	
Equipment: Furnishings, appliances, etc.	
Legal	
Audit	
Capitalized Operating Reserve	
Marketing Account	
Developer Fee	
Other: Specify	
TOTAL GENERAL DEVELOPMENT COST	$5,836,629
TOTAL PROJECT COST	$6,116,629

Form B. Preliminary Budget

Part 1: Costs

DEVELOPMENT COSTS (ESTIMATE)	
ACQUISITION/LEASE COSTS	$2,28 million
Land	
Building	
TOTAL ACQUISITION COST	
GENERAL DEVELOPMENT COSTS	
Demolition & Abatement	$210,000
Unit Construction	$4,951,785
Site Improvements/Landscape	$145,000
Off-Site Improvements	N/A
Contractor General Requirements/Overhead	$277,500
Construction Contingency	N/A
Local Permits/Fees	$60,000 (EST.)
Phase I/Asbestos/Toxics	$80,000
Architecture	$87,000
Survey/Engineering/Soils/Landscape Arch.	
Appraisal/Market Study	
Title/Recording/Escrow	
Relocation Costs	
Construction Loan Expenses/Fees/Interest	N/A
Permanent Loan Fees	N/A
Insurance During Construction	$85,344.44
Soft Cost Contingency	
Equipment: Furnishings, appliances, etc.	
Legal	
Audit	
Capitalized Operating Reserve	
Marketing Account	
Developer Fee	
Other: Specify	
TOTAL GENERAL DEVELOPMENT COST	$5,836,629
TOTAL PROJECT COST	$6,116,629

Part 2: Funding Sources

List all potential funding sources, in addition to funding through this NOFA.

POTENTIAL FUNDING SOURCES			
Source (Insert Name)	**Proposed Funding Amount**	**Committed Funding Amount***	**Total Funding Amount**
City of Stockton, NOFA for Low Barrier Shelter Beds	$8,116,629		
Total			

Committed funds are any funds secured and in existence.

Part 3: Budget Signature

Submit original signature of applicant's authorized official, in blue ink.

Name: Major John Brackenbury

Title: Divisional Commander

Signature:

Date: 4/18/22

Form C. Site Location

Part 1: Project Overview

Project Name:

Project Type:

- ☐ Congregate shelters
- ☐ Non-congregate shelters
- ☒ Low barrier navigation centers
- ☐ Clinically enhanced congregate shelters
- ☐ Mixed project type

Target Population: (Check all that apply)

- ☒ Single men
- ☒ Single women
- ☐ Youth
- ☐ Families
- ☒ Couples / Partners
- ☒ Survivors of Domestic Violence

Total # of Congregate Beds (males): _____

Total # of Congregate Beds (females): _____

Total # of Non-congregate spaces _____

Estimated Guest Capacity _____

Part 2: Site Location

Provide site address and all parcel numbers for the site location.
Provide a legal description of the property if there is not currently a street address.
Provide the zoning designation and indicate if shelter is a permitted or conditional land use.
http://www.stocktonca.gov/government/departments/communityDevelop/cdPlanZone.html

Site Address or Legal Description: 1188 S. airport Dr Stockton, CA 95205

Assessor Parcel # 15135027

Assessor Parcel # _____

Zoning Designation: Light/Limited Industrial

Emergency Shelter a Permitted Use?

- ☐ P = Use Permitted
- ☒ C = Commission Use Permit Required

Part 3: Site Use and Control

List all current owners of the proposed site location. Attach additional information if needed to describe ownership and site control status.

Owner Name GBM Realty, LLC June Chen

Owner Name _____

Owner Name _____

Owner Name _____

Site Control Status:

- ☐ Owned by Agency
- ☒ Not Owned

Provide a brief statement on the status of gaining site control if the project location is not currently owned and in control of the applicant agency.

GBM Realty, LLC managing member June Chen and the Salvation Army is in negotiations for a ten year lease for a total of $2.28 million paid upfront.

Form C. Site Location

Part 1: Project Overview

Project Name:

Project Type:

- ☐ Congregate shelters
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Target Population: (Check all that apply)

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- ☐ Families
- ☒ Couples / Partners
- ☒ Survivors of Domestic Violence

Total # of Congregate Beds (males): _____

Total # of Congregate Beds (females): _____

Total # of Non-congregate spaces _____

Estimated Guest Capacity _____

Part 2: Site Location

Provide site address and all parcel numbers for the site location.
Provide a legal description of the property if there is not currently a street address.
Provide the zoning designation and indicate if shelter is a permitted or conditional land use.
http://www.stocktonca.gov/government/departments/communityDevelop/cdPlanZone.html

Site Address or Legal Description: 1188 S. airport Dr Stockton, CA 95205

Assessor Parcel # 15135027

Assessor Parcel # _____

Zoning Designation: Light/Limited Industrial

Emergency Shelter a Permitted Use?

- ☐ P = Use Permitted
- ☒ C = Commission Use Permit Required

Part 3: Site Use and Control

List all current owners of the proposed site location. Attach additional information if needed to describe ownership and site control status.

Owner Name GBM Realty, LLC June Chen

Owner Name _____

Owner Name _____

Owner Name _____

Site Control Status:

- ☐ Owned by Agency
- ☒ Not Owned

Provide a brief statement on the status of gaining site control if the project location is not currently owned and in control of the applicant agency.

GBM Realty, LLC managing member June Chen and the Salvation Army is in negotiations for a ten year lease for a total of $2.28 million paid upfront.

Form D. Project Schedule

Include a detailed timeline for completion of major activities related to the project. Identify all key aspects of the proposal as well as the dates when all funding sources will be secured. Assume that City funds will be awarded in June of 2022.

The project schedule should indicate:

- when all proposed and conditional funds will be committed; and
- that the project can begin construction within one year of the award date.

List each task for the project in chronological order. Enter a projected completion date and responsible party for each task. At a minimum, show projected dates for commitment of all funding sources, any land use approvals, and milestones for property acquisition and/or construction.

Describe any aspects of the project that may lead to delays (e.g., zoning or funding) and how the schedule will be adapted to respond.

PROJECT SCHEDULE		
Task	Projected Completion Date	Responsible Party
Demolition	8/5/2022	GEG Builders
Interior tenant improvement Construction	1/6/2023	GEG Builders
Exterior/Site work	10/28/2022	GEG Builders
Roof work	9/30/2022	GEG Builders

Form E. Related Project List

Use this form to provide summary information about any similar or related projects. Related projects should include the experiences of the lead applicant and any named partners. Related projects include any site development projects to expand, renovate, or construct program facilities and/or any operational experience managing low barrier shelter programs or other congregate housing for any population type. This page may be duplicated to include additional project experiences. Please list most current projects first.

Part 1: Site Development Experience

Project Name: 14 forward
Project Address: 938 14th Street, Marysville, CA 95901

Purpose of Project: Low Barrier Shelter for homeless adults

Project serves homeless individuals.
☒ Yes ☐ No

Scope of Project:

# of interior square feet impacted by project:	# of exterior square feet impacted by project:	Total length of time to complete the project, in months:
25 tarp sheds 8'x14'	87,120 sq ft	2.5 months
List sources of project financing:	Total project cost:	Date project completed and occupied:
▪ Yuba County Relocation Fund ▪ Private Donation	$180,000	216

Provide any additional project details here:

Part 2: Shelter / Housing Management Experience

Project Name: 14 forward
Project Address: 938 14th Street, Marysville, CA 95901

Type of Project: Low Barrier Shelter

Target Population: Adult Men & Women

Program meets low barrier principles.
☑ Yes ☐ No

Total Capacity:	Average Occupancy:	Length of Management:
50	36-40	3 years under SA Management.

Form E. Related Project List

Use this form to provide summary information about any similar or related projects. Related projects should include the experiences of the lead applicant and any named partners. Related projects include any site development projects to expand, renovate, or construct program facilities and/or any operational experience managing low barrier shelter programs or other congregate housing for any population type. This page may be duplicated to include additional project experiences. Please list most current projects first.

Part 1: Site Development Experience

Project Name: Salvation Army Access Low Barrier Shelter
Project Address: 330 9th street, Modesto, CA 95351

Purpose of Project: Services 182 beds daily, with Case Management, meals, laundry, pets possessions and partners

Project serves homeless individuals. ☒ Yes ☐ No

Scope of Project:

# of interior square feet impacted by project:	# of exterior square feet impacted by project:	Total length of time to complete the project, in months:
18,000 sq ft	2000 sq ft	8 months

List sources of project financing:	Total project cost:	Date project completed and occupied:
▪ Modesto County ▪ ▪	#3.2 million	

Provide any additional project details here:

Part 2: Shelter / Housing Management Experience

Project Name: Berberian Emergency Shelter
Project Address: 320 9th St Modesto, CA 95351

Type of Project: Emergency Shelter

Program meets low barrier principles. ☒ Yes ☐ No

Target Population: Adult woman, men & Veterans

Total Capacity:	Average Occupancy:	Length of Management:
211		

City of Stockton Economic Development Department
NOFA for Low Barrier Shelter Beds
5.6 Demonstration of Financial Capacity

The Salvation Army USA, Western Territory, Del Oro Division

Financial Statements as of and for the
Years Ended September 30, 2021 and 2020, and
Independent Auditors' Report

THE SALVATION ARMY USA, WESTERN TERRITORY, DEL ORO DIVISION

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INDEPENDENT AUDITORS' REPORT

To The Salvation Army USA, Western Territory,
Del Oro Division:

We have audited the accompanying financial statements of The Salvation Army USA, Western Territory, Del Oro Division (the "Division") (a division of the Western Territory of The Salvation Army, a California Corporation), which comprise the statements of financial position as of September 30, 2021 and 2020, the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Division's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Division's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Division as of September 30, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 11 to the financial statements, the Division receives significant financial support from and has significant transactions with The Salvation Army USA, Western Territory, a related party. Accordingly, the accompanying financial statements may not necessarily be indicative of the financial position, changes in net assets, or cash flows that would have existed if the Division had operated as an unaffiliated entity. Our opinion is not modified with respect to this matter.

Deloitte & Touche LLP

February 16, 2022

THE SALVATION ARMY USA, WESTERN TERRITORY, DEL ORO DIVISION

STATEMENTS OF FINANCIAL POSITION
AS OF SEPTEMBER 30, 2021 AND 2020

	2021	2020
ASSETS		
CASH AND CASH EQUIVALENTS	$ 439,121	$ 1,309,343
FUNDS ON DEPOSIT AT WESTERN TERRITORY HEADQUARTERS (Note 11)	5,955,485	2,921,971
RESTRICTED CASH	207,720	232,219
ACCOUNTS RECEIVABLE	1,835,603	1,326,387
RECEIVABLE FROM OTHER WESTERN TERRITORY UNITS		30,739
INVENTORY	172,620	114,994
PREPAID EXPENSES AND DEFERRED CHARGES	425,503	87,139
VEHICLES AND EQUIPMENT—Net (Note 4)	2,027,278	1,369,766
TOTAL	$ 11,063,330	$ 7,392,558
LIABILITIES AND NET ASSETS		
LIABILITIES:		
Accounts payable and accrued expenses	$ 1,820,903	$ 2,686,640
Other liabilities	693,698	196,954
Total liabilities	2,514,601	2,883,594
CONTINGENCIES AND COMMITMENTS (Note 8)		
NET ASSETS:		
Without donor restrictions	5,799,244	2,805,972
With donor restrictions (Note 5)	2,749,485	1,702,992
Total net assets	8,548,729	4,508,964
TOTAL	$ 11,063,330	$ 7,392,558

See notes to financial statements.

THE SALVATION ARMY USA, WESTERN TERRITORY, DEL ORO DIVISION

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020

	Without Donor Restrictions	With Donor Restrictions	2021 Total	Without Donor Restrictions	With Donor Restrictions	2020 Total
SUPPORT AND REVENUE:						
Public support:						
Received directly:						
Contributions	$ 25,728,163	$ 3,200,406	$ 28,928,569	$ 23,088,975	$ 2,322,217	$ 25,411,192
Donations-in-kind and contributed services	18,307,767		18,307,767	17,966,903		17,966,903
Total received directly	44,035,930	3,200,406	47,236,336	41,055,878	2,322,217	43,378,095
Received indirectly—allocated by federated fund-raising organizations	4,131		4,131	7,516		7,516
Total public support	44,040,061	3,200,406	47,240,467	41,063,394	2,322,217	43,385,611
Fees, grants, and donations-in-kind from government agencies	7,651,964		7,651,964	5,993,860		5,993,860
Other revenue:						
Program service fees	1,266,084		1,266,084	826,587		826,587
Income from Western Territory Headquarters (Note 11)	6,175,127		6,175,127	7,182,301		7,182,301
Income from other Western Territory Units	659,758		659,758	904,666		904,666
Sales to the public	6,816,648		6,816,648	4,917,089		4,917,089
Gain on sale of vehicles and equipment	40,274		40,274	1,300		1,300
Other revenue	1,189,612		1,189,612	1,058,994		1,058,994
Total other revenue	16,147,503	-	16,147,503	14,890,937	-	14,890,937
Total support and revenue	67,839,528	3,200,406	71,039,934	61,948,191	2,322,217	64,270,408
NET ASSETS RELEASED FROM RESTRICTIONS (Note 6)	1,702,992	(1,702,992)	-	6,735,799	(6,735,799)	-
TRANSFER TO WESTERN TERRITORY HEADQUARTERS (Note 11)		(450,921)	(450,921)		(619,225)	(619,225)
Total	69,542,520	1,046,493	70,589,013	68,683,990	(5,032,807)	63,651,183

(Continued)

THE SALVATION ARMY USA, WESTERN TERRITORY, DEL ORO DIVISION

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020

	Without Donor Restrictions	With Donor Restrictions	2021 Total	Without Donor Restrictions	With Donor Restrictions	2020 Total
EXPENSES:						
Program services:						
Corps community center	$ 12,977,856	$ -	$ 12,977,856	$ 12,538,635	$ -	$ 12,538,635
Rehabilitation	6,473,650		6,473,650	5,863,598		5,863,598
Residential and institutional	6,060,773		6,060,773	4,779,518		4,779,518
Other social services	27,227,293		27,227,293	31,452,096		31,452,096
Total program services	52,739,572	-	52,739,572	54,633,847	-	54,633,847
Supporting services:						
Management and general	9,144,529		9,144,529	8,740,141		8,740,141
Fund-raising	4,665,147		4,665,147	4,825,534		4,825,534
Total supporting services	13,809,676	-	13,809,676	13,565,675	-	13,565,675
Total expenses	66,549,248	-	66,549,248	68,199,522	-	68,199,522
CHANGE IN NET ASSETS	2,993,272	1,046,493	4,039,765	484,468	(5,032,807)	(4,548,339)
NET ASSETS—Beginning of year	2,805,972	1,702,992	4,508,964	2,321,504	6,735,799	9,057,303
NET ASSETS—End of year	$ 5,799,244	$ 2,749,485	$ 8,548,729	$ 2,805,972	$ 1,702,992	$ 4,508,964

See notes to financial statements.

(Concluded)

Attachment A

THE SALVATION ARMY USA, WESTERN TERRITORY, DEL ORO DIVISION

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2021, WITH COMPARATIVE TOTALS FOR 2020

	Program Services					Supporting Services				
	Corps Community Center	Rehabilitation	Residential and Institutional	Other Social Services	Total Program Services	Management and General	Fund-Raising	Total Supporting Services	2021 Total Expenses	2020 Summarized
EXPENSES:										
Salaries, allowances, and taxes	$ 7,051,355	$2,933,405	$2,596,444	$ 3,403,262	$15,984,466	$3,501,031	$1,347,213	$ 4,848,244	$20,832,710	$20,219,563
Officer and employee benefits	646,609	797,784	665,544	763,600	2,873,537	538,191	217,997	756,188	3,629,725	3,696,760
Professional fees	251,168	104,738	158,413	16,407	530,726	2,515,483	747,620	3,263,103	3,793,829	3,418,206
Supplies	695,340	299,619	344,278	849,489	2,188,726	165,394	36,986	202,380	2,391,106	2,029,985
Communications, postage, and shipping	130,961	55,027	40,470	145,877	372,335	112,840	577,499	690,339	1,062,674	1,076,429
Occupancy, furnishings, and equipment	2,968,552	1,265,590	1,906,890	1,295,858	7,436,890	866,282	24,860	891,142	8,328,032	6,670,252
Printing and publications	53,046	4,537	483	2,366	60,432	444,125	1,655,054	2,099,179	2,159,611	2,510,015
Conferences, meetings, and travel	440,847	281,993	45,578	298,528	1,066,946	288,584	38,716	327,300	1,394,246	1,399,205
Direct assistance	55,328	414,574	225,199	19,968,404	20,663,505			-	20,663,505	25,117,083
Depreciation	146,779	75,190	47,697	178,375	448,041	90,273	5,333	95,606	543,647	445,273
World service support	472,380	35,004	4,944		512,328	5,004		5,004	517,332	517,332
Support service to THQ					-	477,966		477,966	477,966	465,428
Other expenses	65,491	206,189	24,833	305,127	601,640	139,356	13,869	153,225	754,865	633,991
TOTAL EXPENSES	$12,977,856	$6,473,650	$6,060,773	$27,227,293	$52,739,572	$9,144,529	$4,665,147	$13,809,676	$66,549,248	$68,199,522

See notes to financial statements.

Attachment A
45 1609

THE SALVATION ARMY USA, WESTERN TERRITORY, DEL ORO DIVISION

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Program Services					Supporting Services			
	Corps Community Center	Rehabilitation	Residential and Institutional	Other Social Services	Total Program Services	Management and General	Fund-Raising	Total Supporting Services	2020 Total Expenses
EXPENSES:									
Salaries, allowances, and taxes	$ 7,128,882	$2,478,687	$2,358,650	$ 3,365,912	$15,332,131	$3,368,609	$1,518,823	$ 4,887,432	$20,219,563
Officer and employee benefits	691,169	810,996	574,278	857,482	2,933,925	527,456	235,379	762,835	3,696,760
Professional fees	249,057	104,340	91,863	17,395	462,655	2,521,261	434,290	2,955,551	3,418,206
Supplies	432,531	253,684	286,235	897,403	1,869,853	141,811	18,321	160,132	2,029,985
Communications, postage, and shipping	144,942	47,048	40,603	151,382	383,975	122,820	569,634	692,454	1,076,429
Occupancy, furnishings, and equipment	2,376,557	1,212,866	1,082,095	1,174,532	5,846,050	803,326	20,876	824,202	6,670,252
Printing and publications	58,128	11,873	790	46,802	117,593	428,973	1,963,449	2,392,422	2,510,015
Conferences, meetings, and travel	681,105	197,608	45,464	262,138	1,186,315	172,097	40,793	212,890	1,399,205
Direct assistance	52,595	448,310	232,082	24,374,085	25,107,072	9,581	430	10,011	25,117,083
Depreciation	112,050	85,008	21,620	132,435	351,113	87,118	7,042	94,160	445,273
World service support	472,380	35,004	4,944		512,328	5,004		5,004	517,332
Support service to THQ					-	465,428		465,428	465,428
Other expenses	139,239	178,174	40,894	172,530	530,837	86,657	16,497	103,154	633,991
TOTAL EXPENSES	$12,538,635	$5,863,598	$4,779,518	$31,452,096	$54,633,847	$8,740,141	$4,825,534	$13,565,675	$68,199,522

See notes to financial statements.

THE SALVATION ARMY USA, WESTERN TERRITORY, DEL ORO DIVISION

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	$ 4,039,765	$ (4,548,339)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	543,647	445,273
Gain on sale of vehicles and equipment	(40,274)	(1,300)
Changes in operating assets and liabilities:		
Funds on deposit at Western Territory Headquarters	(3,033,514)	3,896,191
Accounts receivable	(509,216)	(630,979)
Receivable from Western Territory Headquarters		423,583
Receivable from other Western Territory Units	30,739	271,973
Inventory	(57,626)	22,146
Prepaid expenses and deferred charges	(338,364)	201,740
Accounts payable and accrued expenses	(865,737)	119,116
Other liabilities	496,744	(61,691)
Net cash provided by operating activities	266,164	137,713
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of vehicles and equipment	(1,249,656)	(378,076)
Proceeds from sale of vehicles and equipment	88,771	1,300
Net cash used in investing activities	(1,160,885)	(376,776)
DECREASE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	(894,721)	(239,063)
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH—Beginning of year	1,541,562	1,780,625
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH—End of year	$ 646,841	$ 1,541,562
SUPPLEMENTAL CASH FLOW INFORMATION—		
Donations-in-kind and contributed services—public support	$ 18,307,767	$ 17,966,903

See notes to financial statements.

THE SALVATION ARMY USA, WESTERN TERRITORY, DEL ORO DIVISION

NOTES TO FINANCIAL STATEMENTS AS OF AND FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020

1. PURPOSE AND ORGANIZATION

The Salvation Army, founded in 1865, is a not-for-profit international religious organization and charitable movement organized and operated on a quasi-military pattern and is a branch of the Christian Church. Its membership includes officers (clergy); soldiers and adherents (laity); members of varied activity groups; and volunteers who serve as advisers, associates, and committed participants in its service functions.

The Salvation Army, a California Corporation (the "Western Territory"), is an organization exempt from income taxation under Section 501(a) as an entity described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and is exempt from state income taxes under related state provisions.

The accompanying financial statements include all programs and operations of the Del Oro Division (the "Division"), which is one of nine divisions in the Western Territory of The Salvation Army. The Western Territory's corporate headquarters (THQ or "Western Territory Headquarters") is located in Rancho Palos Verdes, California. The Western Territory's centers of operation include adult rehabilitation programs, divisional headquarters, institutions, corps community centers, and service extension units ("Western Territory Units"). Each center has been authorized by corporate authority to maintain accounting records on a standardized financial system and to issue such reports and financial statements, as may be appropriate, locally. Because ownership, control, and fiduciary responsibility are maintained at the corporate level, the statements of financial position of the Division exclude the costs of land and buildings and related depreciation, charitable remainder trusts, legacies, and bequests designated for the Division.

The Division conducts the operations of The Salvation Army in northern California and northern Nevada. The Division operates a variety of programs, including corps community centers that provide spiritual, educational, and recreational services; homeless and emergency shelters; senior citizens' activity centers; children's day care centers; substance abuse rehabilitation centers; emergency disaster services; assistance for the poor, disabled, and retired; jail and hospital visitation; and camping activities.

2. SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation—The accompanying financial statements have been prepared in accordance with the national accounting policies of The Salvation Army. These policies are consistent with accounting principles generally accepted in the United States of America.

In order to observe restrictions, which donors place on grants and other gifts, as well as designations made by the Western Territory's board of directors (the "Board of Directors"), all assets, liabilities, and activities are accounted for in the following net asset classifications:

Net Assets without Donor Restrictions—Net assets not subject to donor-imposed restrictions. Net assets without donor restrictions may be designated for specific purposes or locations by action of the Board of Directors; however, as of September 30, 2021 and 2020, there were no net assets without donor restrictions that are designated by the Board of Directors.

Net Assets with Donor Restrictions—Net assets that are subject to stipulations imposed by donors or grantors. Certain donor-imposed stipulations are temporary and may be fulfilled by actions of the Division to meet the stipulations or through passage of time as specified by the donor. Donor-imposed stipulations may also be perpetual in nature and require that the net assets be retained and invested in perpetuity by The Salvation Army. At September 30, 2021 and 2020, there were no net assets with donor restrictions in the accompanying financial statements that are required to be maintained in perpetuity as all such perpetually restricted funds received and pledged would be transferred to Western Territory Headquarters upon receipt (see Note 11).

Cash and Cash Equivalents—For purposes of these statements, cash equivalents are defined as short-term, highly liquid investments that are both readily convertible to known amounts of cash and have maturities of three months or less at the date of purchase.

Accounts Receivable—Accounts receivable include amounts due from government agencies related to grants and are expected to be collected within one year.

Restricted Cash—Restricted cash represents funds received from San Francisco Chronicle through the Season of Sharing program and Pacific Power through the Project Help program administered by the Division on behalf of the San Francisco Chronicle and Pacific Power. These programs serve to provide assistance to low-income households in California, which have financial difficulties in paying their utility bills or rent.

Under the agreements for these programs, funds solicited for these programs are required to be maintained in separate bank accounts and not comingled with other funds of the Division.

Inventory—Inventory of goods purchased for resale is stated at the lower of weighted-average cost or net realizable value. Inventory of goods donated for resale is based on estimated fair value.

Vehicles and Equipment—Vehicles and equipment are recorded at cost or, if donated, at fair market value at the date of donation, net of accumulated depreciation.

Support and Revenue—All items of support and revenue are stated on the accrual basis. Support and revenue are reported as increases in net assets without donor restrictions, unless use of the related assets is limited by donor-imposed restrictions that are not fulfilled in the accounting period.

Contributions—Contributions subject to donor-imposed restrictions are recorded as restricted support and are reclassified as net assets without donor restrictions when the donor-imposed restriction has been fulfilled or the stipulated time period has elapsed.

Contributions with restrictions that are met during the fiscal year in which they are received are recorded as support without donor restrictions. Conditional contributions or intentions to give are not recognized until they become unconditional, that is, when the conditions on which they depend are met. At September 30, 2021, there were no conditional contributions. At September 30, 2020, contributions approximating $107,291, had not been recognized in the accompanying statement of activities because the condition on which they depend had not yet been met. Of the total conditional contributions, $107,291 depended on the development of a transport program for homeless individuals with established milestones.

Pledges receivable that are scheduled to be received after the end of the reporting period are shown as increases in net assets with donor restrictions and are reclassified to net assets without donor restrictions when the purpose or time restriction is met.

Fees and Grants from Government Agencies—A portion of the Division's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenditures. Amounts received are recognized as revenue when the Division has incurred expenditures in compliance with specific contract or grant provisions. The Division was awarded multiyear cost-reimbursable grants of $4,501,484 that have not been recognized at September 30, 2021 because allowable qualifying expenditures have not yet been incurred, with advance payments of $148,823 at September 30, 2021. Such advance payments have been recognized in the statements of financial position as a refundable advance within other liabilities. There were no advance payments at September 30, 2020.

Donations-in-Kind and Contributed Services—Donations-in-kind items used in corps and unit programs and services (e.g., vehicles, free rent, and equipment) and donated goods distributed (e.g., clothing, furniture, and food stuff) are recorded at their estimated fair market value as income and expense at the time the items are distributed.

Goods donated for sale in the Western Territory's thrift stores are recorded as donations-in-kind based on estimated fair value.

Contributed vehicles and equipment are recorded at fair value at the date of donation as support and revenue without restriction, unless the use of such contributed assets is limited by a donor-imposed restriction.

Contributed services are reported as contributions at their fair value if such services 1) create or enhance nonfinancial assets or 2) would typically need to be purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing such specialized skills. In addition, the appropriate value of donated services of individuals is recorded as an expense when such services qualify for cost reimbursement from third-party providers. The Division received contributed services for its various programs or activities that are operated by Western Territory Headquarters. These contributed services do not meet the requirements; therefore, they are excluded from the statements of activities.

Program Service Fees and Sales to the Public—The Division generates revenue from contracts with customers from program service fees and sales to the public. Program service fee revenue is recognized over time during the period of service. The Division also recognizes revenue from sales of goods to the general public. Sales to the public revenues are recorded at a point in time upon sale and receipt of cash.

Expenses—All expenses are stated on the accrual basis and presented in the statements of activities and statements of functional expenses and are reported as decreases in net assets without donor restrictions in the statements of activities. Expenses directly attributable to a specific functional category are reported as expenses of those functional categories. Expenses attributable to more than one functional category are allocated across program services and supporting services using a variety of cost allocation techniques that are based on time and effort.

Depreciation—Depreciation is computed using the straight-line method over the estimated service lives of 5 to 10 years. Depreciation is charged on a monthly convention as assets are acquired and disposed.

Depreciation is also provided on equipment used in cost reimbursement programs that provide for reimbursement of depreciation by a granting entity.

Use of Estimates—The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from these estimates.

3. RECENT ACCOUNTING PRONOUNCEMENTS

Recently Adopted Accounting Pronouncements—In June 2018, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2018-08, *Not-for-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. As previously disclosed, the provisions of ASU No. 2018-08 related to contributions received were effective for the year ended September 30, 2020. The provisions of ASU No. 2018-08 related to contributions made are effective beginning October 1, 2020. As required by the ASU, the Division adopted ASU No. 2018-08 for contributions made as of and for the year ended September 30, 2021. The provisions of ASU No. 2018-08 did not have a material impact on the financial statements.

Other Accounting Pronouncements—In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-For-Profit Entities for Contributed Nonfinancial Assets*. The objective of this proposed ASU was to provide additional transparency in the presentation and disclosure of contributed nonfinancial assets, which are disclosed in the financial statements as donations-in-kind. The provisions of ASU No. 2020-07 are effective for the Division beginning October 1, 2021. The Division is currently evaluating the impact on the financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. The objective of this update is to address the off-balance-sheet financing concerns related to lessees' operating leases. This update introduces a lessee model that brings substantially all leases onto the statements of financial position. It further aligns certain underlying principles of the new lessor model with those in Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers*, the FASB's new revenue recognition standard. In June 2020, the FASB issued ASU No. 2020-05, *Revenue from Contracts with Customers (Topic 606) and Leases (Topic 842): Effective Dates for Certain Entities,* which formally delayed the effective date of ASU No. 2016-02 by one year and allowed for early adoption as of the original effective date. The provisions of ASU No. 2016-02 are effective for the Division beginning October 1, 2022. The Division is currently evaluating the impact on the financial statements.

4. VEHICLES AND EQUIPMENT

Vehicles and equipment are summarized by major classification at September 30, 2021 and 2020, as follows:

	2021	2020
Vehicles	$ 4,510,118	$ 4,010,181
Equipment	2,606,274	2,357,079
Total vehicles and equipment	7,116,392	6,367,260
Less accumulated depreciation	(5,089,114)	(4,997,494)
Vehicles and equipment—net	$ 2,027,278	$ 1,369,766

5. NET ASSETS WITH DONOR RESTRICTIONS

At September 30, 2021 and 2020, net assets with donor restrictions are restricted for the following purposes or periods:

	2021	2020
Disaster relief	$2,749,485	$1,702,992
Total	$2,749,485	$1,702,992

6. NET ASSETS RELEASED FROM RESTRICTIONS

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes or by occurrence of other events specified by the donors during the years ended September 30, 2021 and 2020, as follows:

	2021	2020
Purpose restrictions accomplished for disaster relief	$ 1,702,992	$ 6,735,799
Total net assets released from restrictions	$ 1,702,992	$ 6,735,799

7. LIQUIDITY AND AVAILABILITY OF RESOURCES

The following reflects the Division's financial assets as of September 30, 2021 and 2020, reduced by amounts not available for general use within one year of September 30, 2021 and 2020, because of the nature of the assets or due to contractual or donor-imposed restrictions. For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Division considers all expenditures related to its ongoing program activities as well as the conduct of services undertaken to support those activities to be general expenditures.

	2021	2020
Total assets at September 30	$ 11,063,330	$ 7,392,558
Less those unavailable for general expenditure within one year:		
Inventory	172,620	114,994
Prepaid expenses and deferred charges	425,503	87,139
Vehicles and equipment—net	2,027,278	1,369,766
Restricted by donor with time or purpose restrictions	2,749,485	1,702,992
Restricted cash	207,720	232,219
Total assets available to meet cash needs for general expenditures within one year	$ 5,480,724	$ 3,885,448

The Division regularly monitors liquidity required to meet its operating needs and other contractual commitments. As part of the Division's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. On an annual basis, the Division's budget is reviewed and approved by Western Territory Headquarters. In addition to financial assets available to meet general expenditures over the next 12 months, the Division operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures. Additionally, certain financial assets designated for the Division are held by Western Territory Headquarters and may be used in the event of unanticipated liquidity needs (see Note 11).

8. CONTINGENCIES AND COMMITMENTS

Legal Proceedings—From time to time, the Division is involved in various claims and legal actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material effect on the Division's financial position, changes in net assets, or cash flows as financial responsibility remains with Western Territory Headquarters.

COVID-19—On March 11, 2020, the World Health Organization declared the novel strain of coronavirus ("COVID-19") a global pandemic and recommended containment and mitigation measures worldwide. These measures continue as of February 16, 2022, the date the financial statements are available to be issued. Although the Division would expect a continued decline in certain revenues, such as program service fees and sales to the public, into the fiscal year ending September 30, 2022, the Division cannot reasonably estimate the length or severity of this pandemic or whether public support and government grants will continue at levels experienced in 2021. Therefore, the Division cannot reasonably estimate the full impact on the Division's statements of financial position, activities, and cash flows for the fiscal year ending September 30, 2022.

9. LEASES

The Division is committed under noncancelable operating leases with initial or remaining lease terms in excess of one year, principally for its thrift store operations and other program operations. Total rent expense associated with these leases was $571,704 and $380,458 for the years ended September 30, 2021 and 2020, respectively.

Future minimum lease payments as of September 30, 2021, are as follows:

Years Ending September 30	
2022	$ 677,702
2023	622,895
2024	623,725
2025	281,344
2026	207,394
Thereafter	338,373
Total	$ 2,751,433

10. CONCENTRATIONS OF CREDIT RISK

Certain financial instruments potentially subject the Division to concentrations of credit risk. Those financial instruments consist primarily of cash and cash equivalents and receivables. The Division places its cash and cash equivalents with high-credit-quality financial institutions and credit exposure is limited to the amount of deposits at any one institution in excess of the federally insured limit. Concentrations of credit risk with respect to receivables are generally diversified due to the large number of entities, government agencies, and individuals composing the Division's program and donor base. The Division performs credit evaluations and writes off uncollectible amounts, as they become known.

11. TRANSACTIONS WITH WESTERN TERRITORY HEADQUARTERS

Funds on Deposit at Western Territory Headquarters—The receipt of donations is centralized at Western Territory Headquarters. These funds are deposited daily into divisional accounts at Western Territory Headquarters and are available to be transferred back to the Division, as needed. Income is earned and distributed to the divisional accounts based on the monthly account balances for these funds. Interest is paid on these fund balances based on an interest rate formula approved by the Board of Directors. During the year ended September 30, 2021, the interest rate ranged from 0.07% to 0.59%. During the year ended September 30, 2020, the interest rate ranged from 1.662% to 2.016%. Due to the COVID-19 pandemic, interest on these funds was temporarily suspended beginning March 2020 and no interest was accrued or paid between March 2020 and September 2020.

Other Funds Controlled by Western Territory Headquarters—Each constituent unit of The Salvation Army raises funds from various sources, including bequests, trusts, and donor-restricted contributions. These funds are controlled and invested by the Board of Directors in accordance with applicable donor restrictions and distributed in accordance with such restrictions. Accordingly, the funds are not reflected in the accompanying financial statements. While not legally bound to return these funds to the operating units, this has been the practice of the Western Territory. Assets held in trust for the Division at September 30, 2021 and 2020, consist of the following:

	2021	2020
Funds without donor restrictions	$41,852,994	$35,497,458
Funds with donor restrictions	26,622,138	22,587,820
Total	$68,475,132	$58,085,278

Income earned on assets is distributed to the operating command unit accounts on the basis of a stated percentage of the monthly account balances during the years ended September 30, 2021 and 2020. Capital trust and special Board of Directors-designated program trusts earned 2% for the year ended September 30, 2021 and from October 2019 to February 2020. Board of Directors-designated reserves (program trusts), program reserves/support funds, and restricted trusts earned 4% for the year ended September 30, 2021 and 4.5% from October 2019 to February 2020. These rates are determined annually by the Board of Directors. Due to the COVID-19 pandemic, interest on these assets was temporarily suspended beginning March 2020 and no interest was earned or accrued between March 2020 and September 2020.

Funds held at Western Territory Headquarters are invested in various investment vehicles, including domestic and international equities, real assets, and fixed income. Such investments are exposed to various risks, including interest rate risk, credit risk, and overall market volatility. Accordingly, it is possible that changes in the value of these investments will occur in the near term and such changes could materially impact the value of these amounts held at Western Territory Headquarters and its intent and ability to return such funds to the Division.

Land and Buildings—Title to land and buildings is held by Western Territory Headquarters. These assets are made available to the Division, which has responsibility for control and maintenance, but are not included in the statements of financial position of the Division. At September 30, 2021 and 2020, lands and buildings held on behalf of the Division by Western Territory Headquarters are summarized by major classification as follows:

	2021	2020
Land	$ 18,252,355	$ 18,206,604
Buildings	130,438,080	129,946,872
Total land and buildings	148,690,435	148,153,476
Less accumulated depreciation	(38,081,286)	(35,399,221)
Land and buildings—net	$110,609,149	$112,754,255

Income from Western Territory Headquarters—Income from Western Territory Headquarters includes funding for capital projects, programs and administrative needs, and interest income and other distributions from funds held at Western Territory Headquarters. Funds for capital projects are transferred to the Division after formal approval has been received from Western Territory Headquarters. Donor-restricted contributions are distributed to the Division as donor-restricted funds are expended for a specified program or purpose.

During the years ended September 30, 2021 and 2020, the Division received income from Western Territory Headquarters related to the following:

	2021	2020
Income for capital projects	$ 99,998	$ 141,204
Income for programs and administrative needs and other distributions	6,066,436	6,994,105
Interest income on surplus cash at THQ	8,693	46,992
Total income from THQ	$6,175,127	$7,182,301

The Division leases certain vehicles through a master lease agreement maintained by the Territory. The Territory provides the Division with a vehicle replacement grant to help cover the costs of leasing the vehicles, which is recorded as income from the Western Territory Headquarters within the Division's statements of activities. There were no grants associated with these leases for the year ended September 30, 2021. Total grants were $19,276 for the year ended September 30, 2020. The Division also recorded expenses associated with these vehicle leases totaling $219,567 and $252,802 for the years ended September 30, 2021 and 2020, respectively, which are included in program and supporting services expenses in the accompanying statements of activities and conferences, meetings, and travel expenses in the statements of functional expenses.

Transfer to Western Territory Headquarters—Transfer to Western Territory Headquarters includes restricted contributions received by the Division for future capital projects and other contributions. During the years ended September 30, 2021 and 2020, the Division transferred $450,921 and $619,225, respectively.

Transactions with Western Territory Headquarters—Western Territory Headquarters assesses the Division for various expenses, which are allocated throughout the Territory. For the years ended September 30, 2021 and 2020, all such expenses are included in the statements of activities and the statements of functional expenses. The assessments to the Division during the years ended September 30, 2021 and 2020, totaled as follows:

	2021	2020
Employee pension assessment	$1,391,977	$1,306,067
Officer assessments	$4,606,854	$4,718,750
Workers' compensation insurance	$ 861,899	$ 828,326
Automobile insurance	192,893	191,893
General and other insurance	1,282,070	1,225,473
Total insurance	$2,336,862	$2,245,692
Communication assessment	$ 229,548	$ 262,344
Information technology assessment	$ 448,176	$ 476,500
National/International headquarters assessment	$ 568,416	$ 596,724
College for officer training assessment	$ 358,428	$ 374,748
Fund-raising initiatives assessment	$ 863,610	$ 841,680
Data center assessment	$ 265,596	$ 272,196

12. SUBSEQUENT EVENTS

The Division has evaluated subsequent events through February 16, 2021, the date the financial statements were available to be issued.

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The Salvation Army Western Territory Del Oro Division

Balance Sheet DO Division Summary

	Fiscal Year 2021		
	September 2021	September 2020	Variance
ASSETS			
Cash	6,602,324	4,450,544	2,151,781
Other ST Investments	0	12,989	(12,989)
Accounts Receivable, Non SA	1,637,995	1,326,387	311,608
Receivable from THQ	197,608	23,289	174,319
Receivable from other SA	0	7,448	(7,448)
Other Assets	598,122	202,133	395,989
Equipment, Net of Depreciation	2,027,277	1,369,766	657,511
TOTAL ASSETS	11,063,327	7,392,555	3,670,772
LIABILITIES			
Accounts Payable Non SA	759,100	1,734,483	(975,383)
Other Current Liabilities	1,361,431	936,130	425,301
Long Term Liabilities	394,069	212,955	181,114
Total Liabilities	2,514,600	2,883,568	(368,968)
NET ASSETS			
Prior Year Surplus/Deficit	1,156,498	433,853	722,645
Current Operating Surplus/Deficit	4,039,740	(4,548,312)	8,588,052
Total Operating	5,196,238	(4,114,459)	9,310,697
LB & Equipment Net Assets	1,649,474	1,887,651	596,940
Temporarily Restricted	1,703,015	6,735,795	(5,032,780)
TOTAL LIABILITIES AND NET ASSETS	11,063,327	7,392,555	3,670,772

The Salvation Army Western Territory Del Oro Division

Balance Sheet DO Division Summary

	Fiscal Year 2020		
	September 2020	September 2019	Variance
ASSETS			
Cash	4,450,544	8,598,786	(4,148,242)
Other ST Investments	12,989	0	12,989
Accounts Receivable, Non SA	1,326,387	695,408	630,979
Receivable from THQ	23,289	423,582	(400,293)
Receivable from other SA	7,448	302,711	(295,263)
Other Assets	202,133	426,018	(223,885)
Equipment, Net of Depreciation	1,369,766	1,436,962	(67,196)
TOTAL ASSETS	7,392,555	11,883,467	(4,490,912)
LIABILITIES			
Accounts Payable Non SA	1,734,483	1,786,620	(52,137)
Other Current Liabilities	936,130	780,903	155,227
Long Term Liabilities	212,955	258,645	(45,690)
Total Liabilities	2,883,568	2,826,169	57,400
NET ASSETS			
Prior Year Surplus/Deficit	433,853	1,229,268	(795,415)
Current Operating Surplus/Deficit	(4,548,312)	2,753,000	(7,301,312)
Total Operating	(4,114,459)	3,982,268	(8,096,727)
LB & Equipment Net Assets	1,887,651	1,176,866	596,940
Temporarily Restricted	6,735,795	3,898,165	2,837,630
TOTAL LIABILITIES AND NET ASSETS	7,392,555	11,883,467	(4,490,912)

The Salvation Army Western Territory Del Oro Division

DO Division Summary
Statement of Activities
September 30, 2021

	YEAR TO DATE						
	Actual 4 Yrs Prior 2017	Actual 3 Yrs Prior 2018	Actual 2 Yrs Prior 2019	Actual Last Year 2020	Actual This Year 2021	Budget This Year 2021	Fav/(Unfav) Budget Variance
REVENUE							
Contributions	20,953,223.26	25,090,387.70	30,709,667.10	25,330,181.85	28,883,943.81	20,843,916.94	8,040,026.87
Capital Campaign	1,167,252.05	787,607.90	156,485.64	81,009.42	44,625.00	-	44,625.00
Gifts-In-Kind	15,186,259.37	14,858,919.29	16,405,638.85	17,966,902.51	18,307,766.73	12,571,259.14	5,736,507.59
Allocations from other SA Funds	150,857.97	1,109,229.55	892,031.86	3,113,908.04	1,085,120.21	1,761,093.58	(675,973.37)
Grants from DHQ	(0.17)	(814,577.63)	(452,775.23)	(2,524,672.85)	(926,351.16)	1,661,587.63	(2,587,938.79)
Grants from THQ - Operating	485,950.00	563,192.00	452,517.00	674,526.00	714,950.00	491,742.00	223,208.00
Endowment Earnings	6,898,385.40	600,493.51	610,224.36	412,029.42	539,305.14	464,660.73	74,644.41
Other Trust Income	8,675,265.04	4,801,339.81	7,678,943.23	5,178,446.15	4,311,183.47	6,910,802.45	(2,599,618.98)
Associated Org/Custodian Funds	-	-	-	-	-	27,600.00	(27,600.00)
Total Associated Org Revenue	16,210,458.24	6,259,677.24	9,180,941.22	6,854,236.76	5,724,207.66	11,317,486.39	(5,593,278.73)
United Way & Other Federated Organiz	5,636.14	8,738.12	11,431.41	7,515.25	4,130.04	5,000.00	(869.96)
Fees & Grants - Government Agencies	4,312,123.85	4,728,226.27	4,416,546.31	5,993,860.00	7,651,963.84	6,777,342.44	874,621.40
Membership Dues - Individuals	838,265.77	728,360.90	749,544.26	393,062.09	126,306.57	776,274.58	(649,968.01)
Support/Assessments	(0.35)	-	281,666.99	654,665.42	659,757.27	3,665,968.98	(3,006,211.71)
Program Service Fees	2,166,152.80	1,353,155.92	1,183,144.63	826,586.20	1,266,083.16	2,062,981.69	(796,898.53)
Sales To Local Member Units	8,075.50	11,232.50	10,062.50	6,395.00	3,012.50	6,657.50	(3,645.00)
Sales To The Public	4,501,371.81	5,226,397.35	5,455,667.04	4,524,026.01	6,690,341.10	6,558,262.68	132,078.42
Interest and Investment Income	52,649.28	28,216.01	39,879.50	9,940.63	32,324.00	(870.98)	33,194.98
Other Revenue	842,085.43	897,773.67	1,347,759.64	1,293,957.58	1,194,549.34	1,526,558.62	(332,009.28)
Total Revenue	66,243,553.15	59,978,692.87	69,948,435.09	63,942,338.72	70,589,011.02	66,110,837.98	4,478,173.04
Salaries & Allowances	########## ####	########## ####	########## ####	18,413,203.34	18,905,219.68	20,129,207.50	1,223,987.82
Officer & Employee Benefits	3,245,160.24	3,408,435.76	3,505,521.85	3,696,757.16	3,629,724.91	3,989,606.32	359,881.41
Employment Taxes	1,884,219.86	1,795,539.82	1,900,856.25	1,806,357.73	1,927,489.47	1,880,429.94	(47,059.53)
Professional Fees	3,736,125.82	3,607,804.02	3,847,523.56	3,418,201.47	3,793,828.23	3,352,510.02	(441,318.21)
Total Personnel Costs	28,460,730.97	28,010,487.11	28,249,712.02	27,334,519.70	28,256,262.29	29,351,753.78	1,095,491.49
Supplies	2,281,755.23	2,053,884.94	2,158,714.04	2,029,982.81	2,391,105.72	1,921,349.52	(469,756.20)
Telephone	514,962.63	477,443.97	437,472.28	431,346.16	410,365.02	378,110.44	(32,254.58)
Postage & Shipping	391,958.20	526,841.97	446,330.00	645,080.82	652,309.41	558,135.44	(94,173.97)
Occupancy	5,725,514.48	5,792,253.93	5,922,274.34	5,751,654.14	7,308,139.68	6,531,468.94	(776,670.74)
Equipment/Furnishings	898,151.72	948,964.77	816,421.86	918,594.67	1,019,892.29	669,310.03	(350,582.26)
Printed Materials	2,720,910.42	2,171,915.21	1,865,057.58	2,510,012.89	2,159,610.22	2,254,422.49	94,812.27

Transportation/Meals	2,010,979.68	1,987,165.81	1,934,955.45	1,217,234.96	1,298,896.13	1,449,587.55	150,691.42
Conf/Councils/Special Meetings	553,672.95	355,033.80	292,987.56	181,967.79	95,349.31	552,195.77	456,846.46
Specific Assistance To Individuals	16,783,910.63	17,144,431.21	22,926,743.62	25,117,080.92	20,663,504.59	14,442,975.91	(6,220,528.68)
Membership Dues	41,575.93	38,420.55	45,598.03	29,119.93	21,555.73	30,824.43	9,268.70
Awards & Grants	107,771.99	61,229.90	65,985.64	79,755.61	34,029.38	61,921.43	27,892.05
Miscellaneous Expense	710,324.73	529,295.49	496,442.55	480,563.99	626,956.77	369,759.37	(257,197.40)
Depreciation	331,532.99	405,263.07	458,136.47	445,270.18	543,647.46	469,704.71	(73,942.75)
Support Service to DHQ	0.15	-	-	-	-	3,632,249.65	3,632,249.65
Support Service to THQ	340,617.00	373,570.00	468,267.00	465,426.00	477,966.00	465,795.00	(12,171.00)
Planned Maintenance Funding	-	-	85,819.24	44,547.15	72,349.33	82,689.90	10,340.57
Grants to Field Units	-	-	-	291,160.98	-	2,416,689.33	2,416,689.33
Other Appropriations	488,531.98	502,260.00	524,517.59	517,332.00	517,332.00	472,405.88	(44,926.12)
Total Indirect Agency Alloc	829,149.13	875,830.00	1,078,603.83	1,318,466.13	1,067,647.33	7,069,829.76	6,002,182.43
Total Expenses	62,362,901.68	61,378,461.73	67,195,435.27	68,490,650.70	66,549,271.33	66,111,349.57	(437,921.76)
Net Surplus/(Deficit)	3,880,651.47	(1,399,768.86)	2,752,999.82	(4,548,311.98)	4,039,739.69	(511.59)	4,040,251.28
Net Assets Beginning	3,823,416.78	7,704,068.25	6,304,299.03	9,057,298.85	4,508,986.87	-	
Surplus/Deficit	3,880,651.47	(1,399,768.86)	2,752,999.82	(4,548,311.98)	4,039,739.69	(511.59)	4,040,251.28
Accumulated Surplus/Defict	7,704,068.25	6,304,299.39	9,057,298.85	4,508,986.87	8,548,726.56	(511.59)	
Non-Operating Assets	284,129.70	460,418.64	1,229,964.70	215,213.33	510,685.22	-	
NET	7,419,938.55	5,843,880.75	7,827,334.15	4,293,773.54	8,038,041.34	(511.59)	

Transportation/Meals	2,010,979.68	1,987,165.81	1,934,955.45	1,217,234.96	1,298,896.13	1,449,587.55	150,691.42
Conf/Councils/Special Meetings	553,672.95	355,033.80	292,987.56	181,967.79	95,349.31	552,195.77	456,846.46
Specific Assistance To Individuals	16,783,910.63	17,144,431.21	22,926,743.62	25,117,080.92	20,663,504.59	14,442,975.91	(6,220,528.68)
Membership Dues	41,575.93	38,420.55	45,598.03	29,119.93	21,555.73	30,824.43	9,268.70
Awards & Grants	107,771.99	61,229.90	65,985.64	79,755.61	34,029.38	61,921.43	27,892.05
Miscellaneous Expense	710,324.73	529,295.49	496,442.55	480,563.99	626,956.77	369,759.37	(257,197.40)
Depreciation	331,532.99	405,263.07	458,136.47	445,270.18	543,647.46	469,704.71	(73,942.75)
Support Service to DHQ	0.15	-	-	-	-	3,632,249.65	3,632,249.65
Support Service to THQ	340,617.00	373,570.00	468,267.00	465,426.00	477,966.00	465,795.00	(12,171.00)
Planned Maintenance Funding	-	-	85,819.24	44,547.15	72,349.33	82,689.90	10,340.57
Grants to Field Units	-	-	-	291,160.98	-	2,416,689.33	2,416,689.33
Other Appropriations	488,531.98	502,260.00	524,517.59	517,332.00	517,332.00	472,405.88	(44,926.12)
Total Indirect Agency Alloc	829,149.13	875,830.00	1,078,603.83	1,318,466.13	1,067,647.33	7,069,829.76	6,002,182.43
Total Expenses	62,362,901.68	61,378,461.73	67,195,435.27	68,490,650.70	66,549,271.33	66,111,349.57	(437,921.76)
Net Surplus/(Deficit)	3,880,651.47	(1,399,768.86)	2,752,999.82	(4,548,311.98)	4,039,739.69	(511.59)	4,040,251.28
Net Assets Beginning	3,823,416.78	7,704,068.25	6,304,299.03	9,057,298.85	4,508,986.87	-	
Surplus/Deficit	3,880,651.47	(1,399,768.86)	2,752,999.82	(4,548,311.98)	4,039,739.69	(511.59)	4,040,251.28
Accumulated Surplus/Defict	7,704,068.25	6,304,299.39	9,057,298.85	4,508,986.87	8,548,726.56	(511.59)	
Non-Operating Assets	284,129.70	460,418.64	1,229,964.70	215,213.33	510,685.22	-	
NET	7,419,938.55	5,843,880.75	7,827,334.15	4,293,773.54	8,038,041.34	(511.59)	

City of Stockton Economic Development Department
NOFA for Low Barrier Shelter Beds
5.7 Attachments

G&G Builders

Gerard Callahan, President/Project Executive
G&G Builders
4542 Contractors Place
Livermore, CA 94551
Mobile: 925-570-7606
Office: 925-846-9023
E-mail: gcallahan@ggbuildersinc.com

Experience:

Gerard has a broad range of experience within the commercial construction industry including Sprung Structure erection, ground-up construction, Tenant Improvements, Public Works including Parks/Play Structures/Site Furnishings. Gerard helped the City of San Francisco develop their first Sprung Structure Navigation Center project; since then, has continued to help San Francisco develop and execute the city's additional 200 bed Navigation Center, (2) 125 bed Navigation Centers in Sacramento and the 50 bed Salinas Navigation Center. Gerard is well experienced in public works projects focused on community development facilities and has worked with most Northern California cities and agencies over the past 20+ years.

Employment History:

- **G&G Builders, Inc.** – President/Project Executive *(April 1998 – Present)*
  Livermore, CA

Project Role/Responsibilities:

- Overall construction function of the company including overseeing project teams, interact with clients and other stakeholders, develop relationships with vendors and partner businesses.
- Responsible for all company commitments and follow through.
- Provide leadership in business judgement and all financial and profitability aspect of the projects.
- Ensure that the day-to-day operations of projects are transitioned effectively to Project Managers, Superintendents from Pre-construction to when work commences.

Education:

- B.S., Construction Management, 2002 – California State University, Chico, CA

Relevant Project Experience:
**Projects worked on of the three (3) submitted comparable projects.*

- ***X & Broadway Low Barrier Navigation Center** – Sacramento, CA
  Owner: City of Sacramento, **Size:** $3.1M, **Competition Date:** September 2021
  Project Description: Ground-up/Design-Build Navigation Center with (2) Sprung Structures, Modular administration trailers, Modular Container Restrooms/Showers & Site Furnishings.

G&G Builders

- ***Embarcadero SAFE Navigation Center** – San Francisco, CA
  Owner: City of San Francisco, Public Works, **Size**: $9.3M, **Competition Date:** December 2019
  Project Description: Ground-up/Design-Build Navigation Center with (3) Sprung Structures, Modular Container Restrooms/Showers, Site Furnishings and interior build-out within the Sprung tent structures.

- ***Division Circle Navigation Center** – San Francisco, CA
  Owner: City of San Francisco, Public Works, **Size:** $4.66M, **Competition Date:** July 2018
  Project Description: Ground-up/Design-Build Navigation Center including erection/installation of (2) Sprung Structures, site utilities and interior build-out within the Sprung tent structures.

- **Chinatown Navigation Center** – Salinas, CA
  Owner: City of Salinas, **Size:** $400K, **Completion Date:** October 2020
  Project Description: Design-Build Fire Sprinkler, HVAC, Electrical and erection/installation of (1) Sprung Structure Erection.

- **Samuel Jones Hall Emergency Shelter** – Santa Rosa, CA
  Owner: City of Santa Rosa, **Size:** $350K, **Competition Date:** November 2020
  Project Description: Erection/Installation of (1) 80'x100' Sprung Structure.

- **Tesla Sprung Repack Building** – Fremont, CA
  Owner: Tesla Motors, **Size:** $400K, **Competition Date:** December 2017
  Project Description: Erection/Installation of (1) 100'x390' Sprung Structure

- **Model 3 End of the Line –** Fremont, CA
  Owner: Tesla Motors, **Size:** $200K, **Competition Date:** June 2017
  Project Description: Erection/Installation of (1) 130'x225' Sprung Structure

- **Lawrence Berkeley Notational Lab Warehouse** – Berkeley, CA
  Owner: University of California, Berkeley, **Size:** $200K, **Competition Date**: September 2020
  Project Description: Erection/Installation of (1) 45'x110' Sprung Structure

RPM Executive Resume
Professional Experience & Notable Projects

David Renard, PM/PR
President
RPM Team LLC
47 Hallam St
San Francisco, CA 94103

David@rpm-team.com
408-439-3283

RPM Team is an accelerated design-build firm specializing in rapid rise, accelerated public and private projects using pre-engineered, pre-fabricated, and modular construction building products.

Professional Experience

RPM Team LLC 2020-Present - President
Run all project and program management divisions for architectural, civil, structural, and MEP design coordination. Managing projects from concept development to punch list with an annual construction portfolio of $100m.

Zenith Engineers 2019-2020 - Vice President
Developed program management division through account acquisition and onboarding of three public projects, while maintaining the operational process of structural engineering scopes for high profile projects such as Oceanwide Tower, UCR, LAX, affordable housing for veterans, Legoland & Coronado Hotel.

Sprung Structures 2012-2019 - Western Manager
Directed all operations including program management for project mobilization, team selection, construction coordination and management, administration and design reviews.

Notable Projects

Madison Square Garden, 29,000 square feet Rekord Structures Dome Media Center
Role on project: Program & Project Manager

McCarthy/Phoenix-Mesa Gateway Airport, 6,300 square feet Sprung Structure Terminal Holding Room
Role on project: Program & Project Manager

Interfaith Works, 6,300 square foot Sprung Structure Navigation Center
Role on project: Program & Project Manager

City of Reno, 46,000 square foot, Sprung Structure Navigation Center
Role on project: Program Rep

Stockton Shelter for the Homeless, 13,000 square foot, Three Story Shipping Container Construction
Role on project: Program Rep

City of Sacramento, 55 Unit Tiny Home Village
Role on project: Program & Project Manager

City of Sacramento, 105 Unit Tiny Home Village
Role on project: Program & Project Manager

Yakama Nation, 18,000 square feet Sprung Structure Covid isolation and homeless shelter
Role on project: Program & Project Manager

City of Huntington Beach, 11,700 square feet Sprung Structure emergency shelter
Role on project: Program Manager

City of Sacramento, 16,000 square feet Sprung Structure navigation center
Role on project: Program & Project Manager

City of Sacramento, 14,000 square feet Sprung Structure navigation center
Role on project: Program Manager

Kern County, 14,000 square feet Sprung Structure navigation center
Role on project: Program & Project Manager

Stockton Shelter for the Homeless, 1,200 square feet modular trailer emergency shelter
Role on project: Program & Project Manager

Oceanwide Tower, 1,010,000 square feet mixed-use skyscraper
Role on project: Project Executive

Oregon Harbor of Hope, 9,000 square feet Sprung Structure navigation center
Role on project: Operations Manager

Tesla, 130,000 square feet Model 3 assembly line Sprung Structure
Role on project: Operations Manager

Tesla, 39,000 square feet repacking warehouse Sprung Structure
Role on project: Program, Project & Operations Manager

Tachi Palace, 45,000 square feet Long House Sprung Structure
Role on project: Program, Project & Operations Manager

Tesla, 27,300 square feet end of line facility Sprung Structure
Role on project: Program, Project & Operations Manager

New Life Christian Center, 32,000 square feet sanctuary and classroom facility Sprung Structure
Role on project: Program, Project & Operations Manager

City of San Francisco 13,000 square feet Sprung Structure navigation center
Role on project: Program, Project & Operations Manager

Tesla, 5,000 square feet lunchroom Sprung Structure
Role on project: Program, Project & Operations Manager

Fresno Rescue Mission, 12,000 square feet Sprung Structure rehabilitation center
Role on project: Project & Operations Manager

G&G Builders

Tom Stavropoulos, Project Manager
G&G Builders
4542 Contractors Place
Livermore, CA 94551
Mobile: 510-882-3478
Office: 925-846-9023
E-mail: tom@ggbuildersinc.com

Experience:

Tom has a broad range of experience within the commercial construction industry working for both General Contractors and Subcontractors from interior Tenant Improvements to Ground-up construction. Tom began his career as a CAD Detailer which organically evolved into becoming a highly detail-oriented and successful Construction Project Manager.

Employment History:

- **G&G Builders, Inc.** – Project Manager *(November 2020 – Present)*
  Livermore, CA
- **Source Planning & Construction** – Project Manager *(May 2018 – November 2020)*
  San Francisco, CA
- **Olson & Co. Steel** – Project Manager *(May 2016 – March 2018)*
  San Leandro, CA
- **MAS Metals Inc.** – Project Manager (May 2012 – May 2016)
  San Leandro, CA

Project Role/Responsibilities:

- Communicate with office/field staff and client, make decisions, and monitor progress to ensure schedule and budget are maintained. Project main point of contact.
- Create long- and short-term plans to include targets for milestones and adhere to deadlines.
- Provide/submit project related RFIs, change orders and monthly progress invoice billing.
- Collaborate with Engineers and Architect to determine the specifications of the project.
- Determine needed resources (manpower, equipment, and materials) from start to finish with attention to schedule and budgetary limitations.
- Hire subcontractors/vendors along with other staff to allocate responsibilities.
- Supervise field staff and provide guidance as needed.
- Ensure adherence to all safety and health protocols/standards and report as needed.
- Facilitate client facing in person and/or virtual meetings to discuss budget, design, schedule, and any other outstanding items that need to be addressed and/or discussed.

Education:

- C.C., Fire Prevention Technology, 2012 – Chabot College, Hayward, CA
- A.S., Drafting/CAD Technology, 2006 – Hight-Tech Institute, Phoenix, AZ

Certifications:

- Public Education 1, Systematic Planning & Communication – California Fire Service Training & Education System
- OSHA Asbestos Class III Supervisor Certification & Respirator Certified

G&G Builders

Relevant Project Experience:
**Projects worked on of the three (3) submitted comparable projects.*

- ***X & Broadway Low Barrier Navigation Center** – Sacramento, CA
  Owner: City of Sacramento, **Size:** $3.1M, **Competition Date:** September 2021
  Project Description: Ground-up/Design-Build Navigation Center with (2) Sprung Structures, Modular administration trailers, Modular Container Restrooms/Showers & Site Furnishings.

Relevant Design-Build Project Experience:
***Design-Build Projects completed at previous employers.*

- ****H5 –** 595 Market, San Francisco, CA
  Owner: Tishman Speyer, **Size**: $4M, **Previous Employer:** Source Planning & Construction
- ****LendingClub 4th & 5th Floors** – 595 Market, San Francisco, CA
  Owner: LendingClub, **Size:** $5M, **Previous Employer:** Olson & Co. Steel

RPM Executive Resume
Professional Experience & Notable Projects

Dmitriy Lashkevich, MBA, PE, QSD, QSP
Chief Engineer – License C 87250
RPM Team LLC
47 Hallam St
San Francisco, CA 94103

DL@rpm-team.com
415-227-2880

RPM Team is an accelerated design-build firm specializing in rapid rise, accelerated public and private projects using pre-engineered, pre-fabricated, and modular construction building products.

Education / Certification:
Professional Engineering License No. C 87250 State of California, USA
Professional Engineering License No. 20109864 State of Washington, USA
Professional Engineering License No. 028082 State of Nevada, USA
Qualified SWPPP Developer & Practitioner (QSD/QSP) Certificate No. 26482 State of California, USA
Bachelors in Civil Engineering; San Francisco State University, CA, Honors: Magnum Cum-Laude
Master of Business Administration, University of Nevada, Reno

RPM Team LLC – Partner
1. Business development, marketing, and customer acquisition.
2. Performed structural and civil engineering designs on over 50 million dollars' worth of construction projects since start of business in October of 2019.
1. Structural Design – Soft story retrofits, residential design, commercial design, seismic anchorage, retaining wall design.
2. Civil Design – Grading and drainage design for development, stormwater treatment design (LID), creek alteration and restoration design, pier restoration and alteration design.
3. Managing capital improvement projects from start to finish; including design, contract management, the bidding process, and construction.
4. Business Development, Marketing Management and Client Management.

Associate City Engineer, Assistant Director of Public Works, Town of Tiburon, Marin County, Department of Public Works
1. Managing, coordinating, and directing operations of all services within the department including Engineering, Streets & Roads, Parks and Open Space, Maintenance Division, Special Events, Stormwater Management, Encroachment Permits and other municipal services.
2. Serving as Director of Public Works and Town Engineer in the director's absence.
3. Preparing and administering the departmental budget including, development of Capital Improvement Plan, providing budgetary recommendations to Town Council, overseeing budgetary expenditures, and ensuring that funded projects are completed on time and on budget.

4. Managing capital improvement projects from start to finish; including design, contract management, the bidding process, and construction.
Projects include:
a) Tiburon Ferry Terminal Rehabilitation and Accessibility Improvement Project – Replacing the decking at the ferry docks to maintain existing strength and comply with current accessibility requirements. (Estimated cost $300,000)
b) McKenney Play Field Construction – Administered project design, layout, contract management and inspection services (Project cost $3,000,000)
c) Open Space Management - Invasive plant removal to mitigate fire hazards and maintain the Town's fire roads (Annual project cost $100,000)
d) Slurry Seal and Paving of Various Streets (Annual Project Cost $2,000,000)
5. Responsible for ensuring the Town's municipal compliance with the NPDES Phase II permit for stormwater discharge.
6. Acting as staff representative and meeting administrator for public hearings. Ensuring compliance with the Brown Act. Preparing staff reports, meeting agendas, and meeting minutes for public hearings.
7. Reviewing and commenting on Design Review proposals. Generating conditions of approval for various private construction projects.

Area Engineer, Marin County Department of Public Works, Land Development
1. Reviewed and inspected construction improvements; including building permits, accessibility, grading, drainage and erosion control measures.
2. Worked and coordinated construction projects with professionals from all building trades and interacted with a variety of stakeholders, including designers, contractors, public agencies, and the general public.
3. Inspected three (3) mines for compliance with the Surface Mining & Reclamation Act, Best Management Practices & coordinating reclamation processes with the Department of Conservation.
4. Used Excel to create elaborate spreadsheets for cost estimating, tracking project status and tracking time spent for review and inspections.
5. Reviewed and inspected creek restoration projects for CEQA compliance and coordinating review process with the Army Corps of Engineers, California Department of Fish & Game and the Regional Water Quality Control Board.

Project Manager, Siemens Industry Inc.
1. Ensured smooth operation of ongoing construction projects; including purchasing materials, renting equipment, generating construction schedule and ensuring that deadlines are met.
2. Minimized operational costs while maximizing productivity while maintaining safety and code compliance.
3. Performed cost estimates and generated change orders.
4. Acted as liaison for Siemens and improving customer relations.
5. Actively monitoring ongoing permitting issues.
6. Oversaw personnel needs for projects including selecting employees and evaluating employee performance. Provide input into termination, compensation, and promotion decisions. .
7. Utilized Microsoft Project to generate construction schedules.
8. Reviewed traffic control plans, street lighting plans, project specifications, city / county specifications, material submittals and contract documents.
9. Oversaw and supervised staff; including two project coordinators, a superintendent and four construction teams.
10. Tactfully corresponded with clients, government agencies, designers and contractors.

Engineering Trainee, City & County of San Francisco Department of Public Works - Bureau of Street Use & Mapping -
1. Reviewed infrastructure improvements plans with a heavy emphasis on accessibility: Construction of new streets, sidewalks, curbs, curb ramps, new utility services, various excavations, retaining wall designs, rock fall mitigation systems etc.
2. Performed field visits to verify that the site conditions match the design drawings.
3. Performed topographic surveys, establishing lot boundaries, monument preservation, etc.
4. Drafting surveys with AutoCAD Civil 3D.

RPM Executive Resume
Professional Experience & Notable Projects

Rick Van Diepen, AIA, NCARB, LEED AP BD+C
Chief Architect – License C-35575
RPM Team LLC/GRN Vision JV
47 Hallam St
San Francisco, CA 94103

rick@grnvision.com
702-242-0625

RPM Team is an accelerated design-build firm specializing in rapid rise, accelerated public and private projects using pre-engineered, pre-fabricated, and modular construction building products.

Education / Certification:
Bachelor of Arts, Architecture, Magna Cum Laude
University of California, Berkeley
Minor: Environmental Design in Developing Countries
Licensed Architect: CA, AZ and NV
National Council of Architectural Registration Boards (NCARB) Certification
LEED Accredited Professional, Building Design & Construction (BD+C)
Green Globes Accredited Professional

Employment History:

2022-Present	RPM Team JV
	Chief Architect
2014-Present	GRN Vision LLC Architecture and Sustainability Consulting, Las Vegas, NV, Modesto, CA
	Co-founder, Principal
2013-2014	*Green Chips (Now Impact Nevada), Las Vegas, NV*
	Executive Director
2004-2013	*PGAL Architects, Las Vegas, NV*
	Senior Associate, Project Manager
2003-2004	*Marnell Corrao Associates Architects, Las Vegas, NV*
	Project Architect, Designer
	1999-2003 Lucchesi Galati Architects, Las Vegas
	Project Manager, Designer
1997-1999	*Tate & Snyder & Associates Architects*
	Project Architect, Designer
1994-1997	*Kittrel Garlock & Associates Architects*
	Designer, Entitlement's specialist

Architecture and Project Management Experience:
Public Sector/ Education/ Utility:

- Naval Hospital Bremerton Emergency Covid Isolation and Testing Facility, Bremerton, WA

- Division Circle Homeless Navigation Center (Phase I and Phase II Expansion), San Francisco, CA
- Kern County Homeless Navigation Center, Bakersfield, CA
- City of Huntington Beach Homeless Navigation Center, Huntington Beach, CA
- Sacramento X Street Homeless Navigation Center, Sacramento, CA
- Sacramento Meadowview Avenue Homeless Navigation Center, Sacramento, CA
- McCarran International Airport Bus Maintenance Facility, Las Vegas, NV
- City of Henderson Wastewater Treatment Facility- UV Treatment Building and Maintenance & Training Center; Henderson, NV
- Clark County Water Reclamation Facility, Las Vegas, NV
- Faith Lutheran Jr./ Sr. High School, Las Vegas, NV
- Clark County Regional Justice Center, Las Vegas, NV
- Clark County School District, 5 Prototype High Schools, Clark County, NV

Federal/ Military

- Bachelor Enlisted Quarters Campus Package 9, USMC Twentynine Palms, CA ($129m); 'Net-Zero Ready', LEED Gold
- Quality of Life Campus and Dining Facility Package 4, USMC Twentynine Palms, CA ($110m); LEED Gold

Master Planning:

Hospitality:

- Wynn Las Vegas Resort, Las Vegas, NV
- Pinnacle Entertainment Downtown St. Louis Casino Hotel; St. Louis, MO
- EuroVegas Casino Resort Corridor Master plan, Hungary
- Pueblo of Sandia Casino Hotel Expansion, Albuquerque, NM
- Santa Fe Hotel Casino Expansion, North Las Vegas, NV

Commercial:

- Ogden Tower- 25 story mixed-use urban condominium, Las Vegas, NV
- Longford Medical Center Office Building, Las Vegas, NV
- Non-Ferrous Bolt and Manufacturing Office-Warehouse, Clark County, NV

Community Based Design:

- Habitat for Humanity Las Vegas; LEED affordable House Prototype design
- City of Henderson Neighborhood Services, Neighborhood Outreach Program
- HCJB World Radio, Quito Ecuador: Facility Master Plan, Office Headquarters Building, and Volunteer Housing Facility 1993.

Membership/ Community Service

- AIA Las Vegas Board of Directors; 2020-Present
- US Green Building Council Nevada Chapter President, 2010-2011
- US Green Building Council Nevada Chapter, Governance Board, 2014
- AIA Las Vegas Committee on the Environment – Co-founder, 2002-2006
- Green Chips, Board of Directors, 2012-2013
- Family Promise transitional homeless shelter task force, 2007
- Co-chair, AIA 150 24-Hour Town Hall on Livability: Affordable Housing Solutions Group 2007

G&G Builders

Victoria Alvarez, Project Engineer
G&G Builders
4542 Contractors Place
Livermore, CA 94551
Office: 925-846-9023
E-mail: victoria@ggbuildersinc.com

Experience:

Victoria has 7-years of construction experience managing Field Superintendents/field crews, scheduling, maintaining, and continuing to build relationships with vendors/subcontractors to ensure projects maintain schedule, efficiency, and budget.

Employment History:

- **G&G Builders, Inc.** – Project Engineer *(March 2022 – Present)*
  Livermore, CA
- **Fault Line Plumbing** – Project Coordinator *(September 2020 – March 2022)*
  Livermore, CA
- **Walschon Fire Protection** – Project Manager *(November 2018 – September 2020)*
  Pleasanton, CA
- **Cal Lighting** – Project Manager (November 2015 – November 2018)
  San Ramon, CA

Project Role/Responsibilities:

- Work directly with the Project Executive and/or Project Manager to help implement project goals.
- Liaise with project lead and other Project Managers to maintain project schedule and efficiency.
- Assisting in the planning and implementation of projects.
- Help to coordinate/manage project tasks and deliverables.
- Conduct various administrative duties, such as scheduling meetings, prepare Meeting Minutes, material procurement, RFI's, submittals, project reports, etc.
- Completing any tasks/duties assigned by the Project Executive and/or Project Manager in an efficient and timely manner.
- Communicate with office/field staff.
- Analyzing data and daily reports as required.

Education:

- A.S., Business Administration, 2010 – Las Positas College, Livermore, CA

Relevant Design-Build Project Experience:
***Design-Build Projects completed at previous employers.*

- ****Mi Rancho Elk Grove** - 10115 Iron Rock Way, Elk Grove, CA 95624
  Owner: Mi Rancho, **Size:** $880,000, **Competition Date:** October 2021
  Project Description Install all underground and overhead plumbing (i.e., domestic water, sewer, grease lines) condensates, gas valves, and plumbing fixtures.
  Previous Employer: Fault Line Plumbing, Inc.

- ****Prologis Tracy** – 815 International Parkway, Tracy CA 95377
  Owner: Prologis, **Size:** $300,000, **Competition Date:** November 2021
  Project Description: Install all overhead airlines, domestic water & waste lines, and plumbing fixtures.
  Previous Employer: Fault Line Plumbing, Inc.

G&G Builders

Erick Montano, Field Superintendent/Supervisor
G&G Builders
4542 Contractors Place
Livermore, CA 94551
Mobile: 925-580-8408
E-mail: erick@ggbuildersinc.com

Experience:

Erick has a broad range of on-site field construction experience within the commercial construction industry including Sprung Structure erection, ground-up construction, Tenant Improvements, Public Works including Parks/Play Structures/Site Furnishings.

Employment History:

- **G&G Builders, Inc.** – Field Superintendent/Supervisor *(March 2001 – Present)*
  Livermore, CA

Project Role/Responsibilities:

- Oversees the daily construction activities at the work site
- Responsibility for the overall progress of the project as well as scheduling of workers and delivery of equipment and materials.
- Ensure compliance with safety, healthy and quality standards.
- Purchase of equipment and materials as required.
- Plan/coordinate/perform field inspections with the local jurisdictions as required.
- Resolve any on-site issues and/or emergencies that arise.
- Communicate/Liaison between the field and office staff.

Certifications:

- OSHA 30-Hour Construction Training
- Boom Lift Certification

Relevant Project Experience:
**Projects worked on of the three (3) submitted comparable projects.*

- ***X & Broadway Low Barrier Navigation Center** – Sacramento, CA
  Owner: City of Sacramento, **Size:** $3.1M, **Competition Date:** September 2021
  Project Description: Ground-up/Design-Build Navigation Center with (2) Sprung Structures, Modular administration trailers, Modular Container Restrooms/Showers & Site Furnishings.

- ***Embarcadero SAFE Navigation Center** – San Francisco, CA
  Owner: City of San Francisco, Public Works, **Size**: $9.3M, **Competition Date:** December 2019
  Project Description: Ground-up/Design-Build Navigation Center with (3) Sprung Structures, Modular Container Restrooms/Showers, Site Furnishings and interior build-out within the Sprung tent structures.

- ***Division Circle Navigation Center** – San Francisco, CA
  Owner: City of San Francisco, Public Works, **Size:** $4.66M, **Competition Date:** July 2018
  Project Description: Ground-up/Design-Build Navigation Center including erection/installation of (2) Sprung Structures, site utilities and interior build-out within the Sprung tent structures.

- **Chinatown Navigation Center** – Salinas, CA
  Owner: City of Salinas, **Size:** $400K, **Completion Date:** October 2020
  Project Description: Design-Build Fire Sprinkler, HVAC, Electrical and erection/installation of (1) Sprung Structure Erection.

- **Samuel Jones Hall Emergency Shelter** – Santa Rosa, CA
  Owner: City of Santa Rosa, **Size:** $350K, **Competition Date:** November 2020
  Project Description: Erection/Installation of (1) 80'x100' Sprung Structure.

- **Tesla Sprung Repack Building** – Fremont, CA
  Owner: Tesla Motors, **Size:** $400K, **Competition Date:** December 2017
  Project Description: Erection/Installation of (1) 100'x390' Sprung Structure

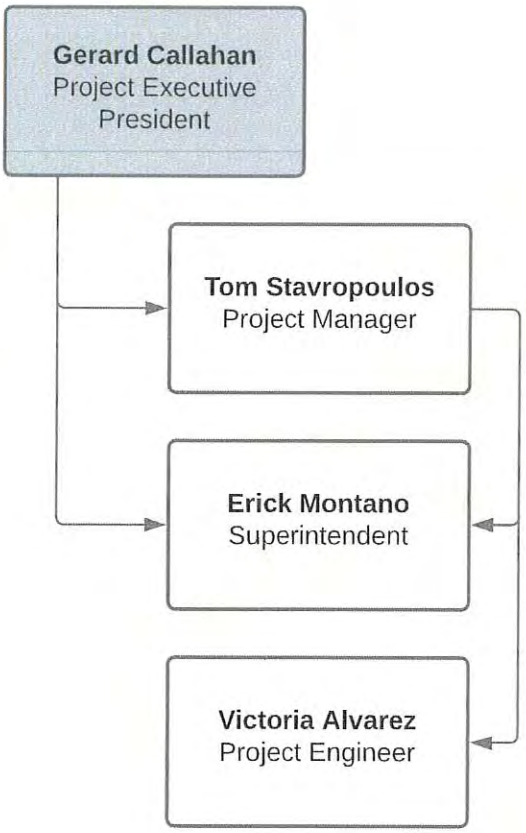
- **Model 3 End of the Line –** Fremont, CA
  Owner: Tesla Motors, **Size:** $200K, **Competition Date:** June 2017
  Project Description: Erection/Installation of (1) 130'x225' Sprung Structure

- **Lawrence Berkeley Notational Lab Warehouse** – Berkeley, CA
  Owner: University of California, Berkeley, **Size:** $200K, **Competition Date**: September 2020
  Project Description: Erection/Installation of (1) 45'x110' Sprung Structure

Key Personnel Organizational Chart
03.29.22

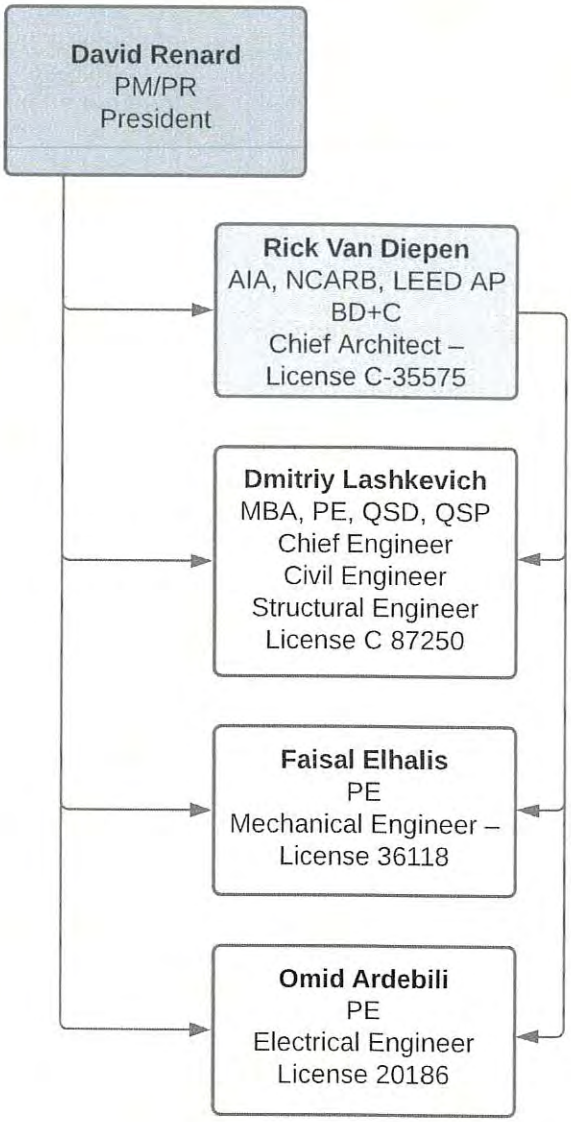
G&G Builders

CONTRACTOR PERSONNEL



RPM TEAM

DESIGN PROFESSIONALS



RPM Executive Resume
Professional Experience & Notable Projects

Faisal Elhalis, PE
Mechanical Engineer – License 36118
RPM Team LLC/Ardebili Engineering JV
47 Hallam St
San Francisco, CA 94103

David@rpm-team.com
408-439-3283

RPM Team is an accelerated design-build firm specializing in rapid rise, accelerated public and private projects using pre-engineered, pre-fabricated, and modular construction building products.

Background

Faisal is a licensed professional mechanical engineering experienced in the design of heating, ventilation, air conditioning and plumbing systems. His experience covers a variety of projects and market sectors, including multi-family, hospitality, hotel, commercial office, health care, government, industrial, retail and restaurant projects. Faisal directs the production of mechanical and plumbing drawings, while providing interdisciplinary coordination. Faisal earned a bachelor's degree in mechanical engineering from Wayne State University, and is licensed in 22 states. He takes pride and great care in the quality, accuracy, and delivery of construction documents, specifications, shop drawings and RFIs.

Notable Projects

McCarthy/Phoenix-Mesa Gateway Airport, 6,300 square feet Sprung Structure Terminal Holding Room
Role on project: Mechanical Engineer

Interfaith Works, 6,300 square foot Sprung Structure Navigation Center
Role on project: Mechanical Engineer

Stockton Shelter for the Homeless, 13,000 square foot, Three Story Shipping Container Construction
Role on project: Mechanical Engineer

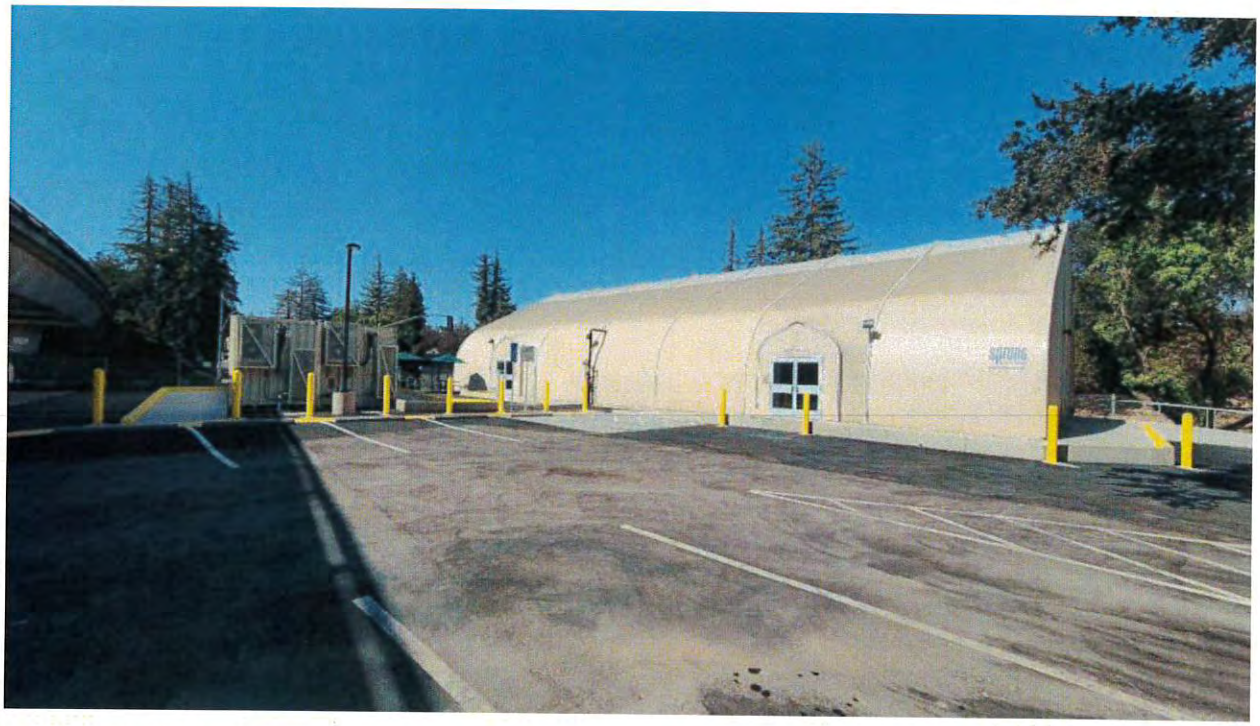
City of Sacramento, 55 Unit Tiny Home Village
Role on project: Mechanical Engineer

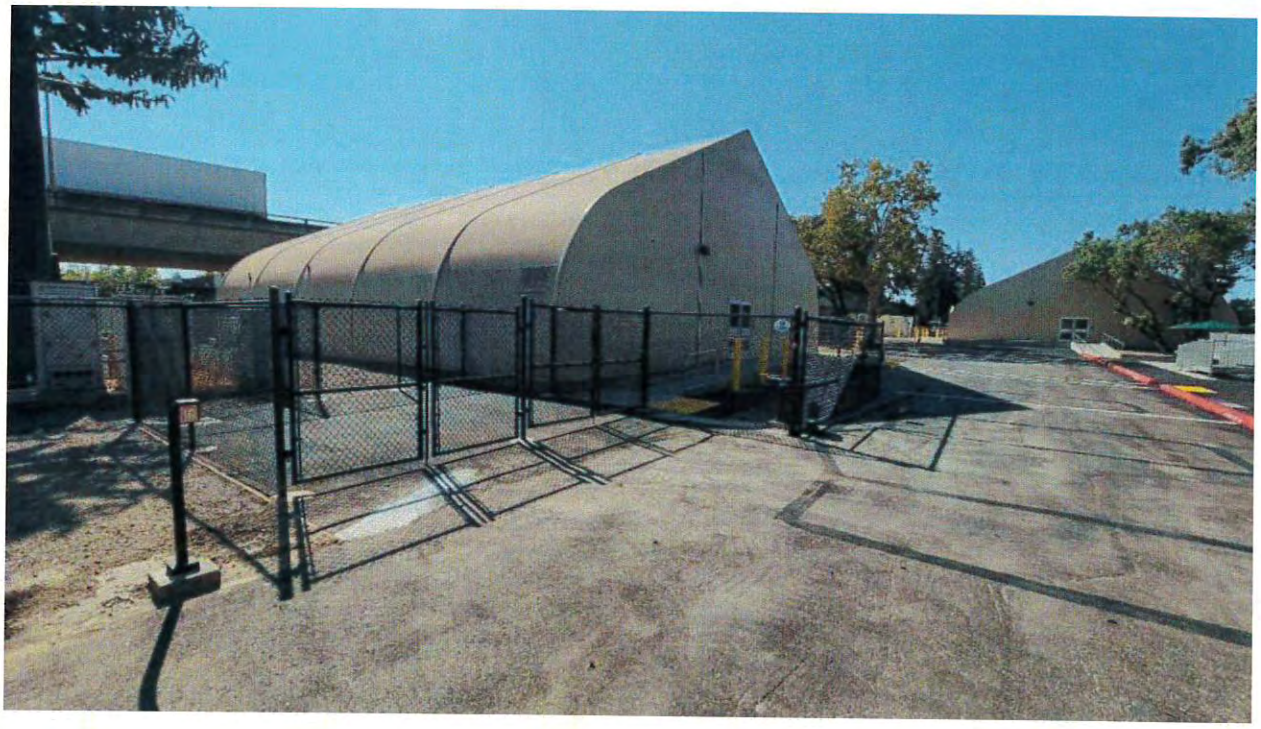
City of Sacramento, 105 Unit Tiny Home Village
Role on project: Mechanical Engineer

Yakama Nation, 18,000 square feet Sprung Structure Covid isolation and homeless shelter
Role on project: Mechanical Engineer

City of Huntington Beach, 11,700 square feet Sprung Structure emergency shelter
Role on project: Mechanical Engineer

G&G Builders





Project Overview

Substantial Completion: September 08, 2021

—

Owner: City of Sacramento – Public Works

Owner's Representative: James Christensen

Contact Information: 916-206-2528 | jeChristensen@cityofsacramento.org | 915 I Street, Sacramento, CA 95814

Beginning Budget: $2,832,279.00

Finishing Budget: $3,077,922.00

Groundbreaking to Completion: January 2021 – September 2021

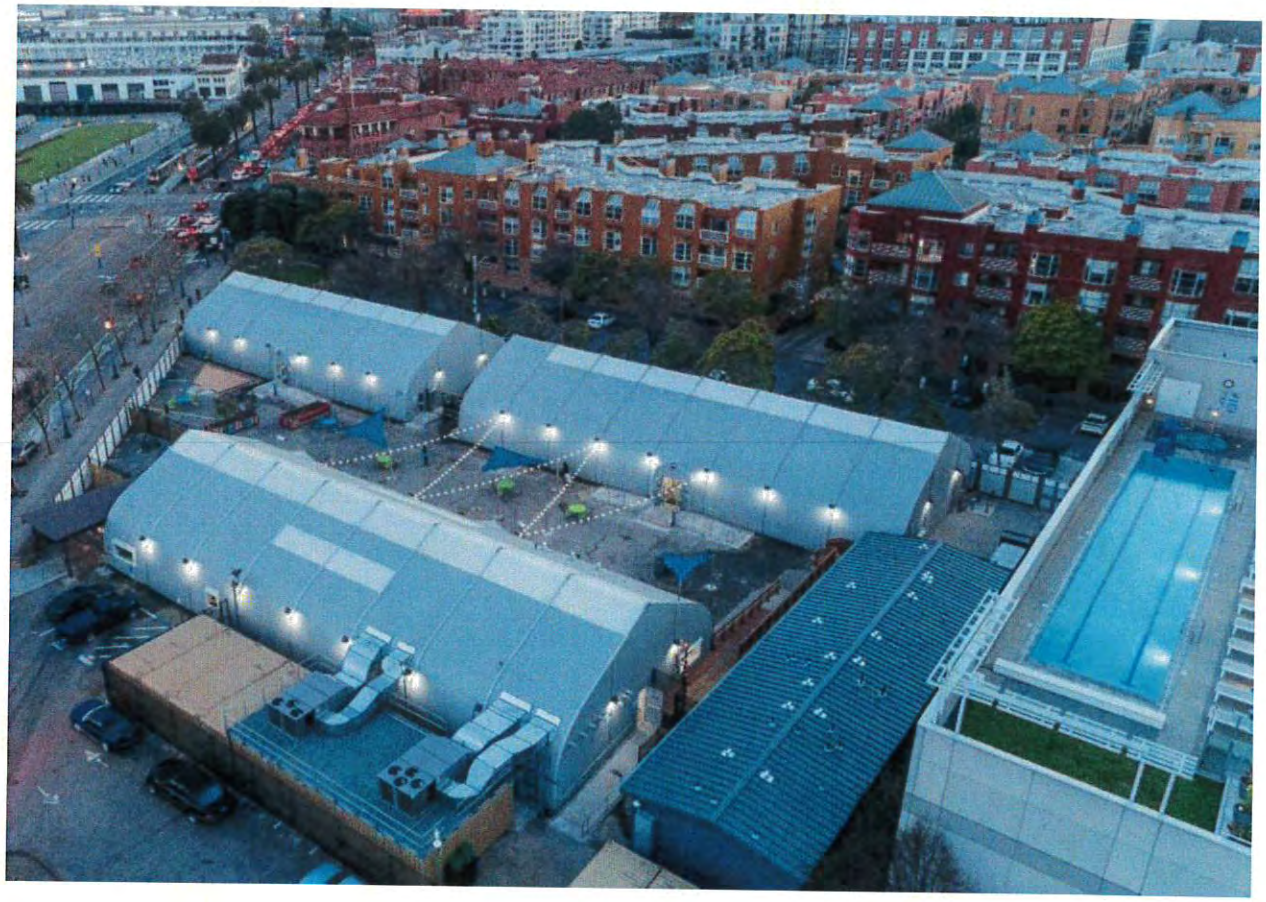
Project Description: Ground-up construction including underground civil, Design-Build MEP's, erection of (2) Sprung Structures, modular administrative offices, and modular storage container-built restrooms.

—

About G&G Builders:

G&G Builders is a turnkey boutique commercial contractor for the San Francisco Bay Area. Our reputation and long-standing relationships are a testament to how we do business. We're a small company that does big things.

G&G Builders



Project Overview

Substantial Completion: December 13, 2019

—

Project Name: Embarcadero SAFE Navigation Center

Owner: City of San Francisco – Department of Public Works

Owner's Representative: Rachel Alonso

Contact Information: 415-557-4784 | rachel.alonso@sfdpw.org | 49 South Van Ness Ave., San Francisco, CA 94103

Beginning Budget: $5,974,727.66

Finishing Budget: $9,318,940.67

Groundbreaking to Completion: July 2019 – December 2019

Project Description: Ground-up design-build construction consisting of (3) Sprung Structures (2) 50'x120' & (1) 50'x105' to create a 200-bed homeless shelter including: office, clinic, dining hall, high-service residential programs for adults experiencing homeless in San Francisco.

—

About G&G Builders:

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Project Overview

Substantial Completion: July 2018

—

Project Name: Division Circle Navigation Center (Phase 1 & 2)

Owner: City of San Francisco – Department of Public Works

Owner's Representative: Julia Laue

Contact Information: 415-557-4704 | julia.laue@sfdpw.org | 49 South Van Ness Ave., San Francisco, CA 94103

Beginning Budget: $3,919,126.55 (Phase 1) & $1,864,190.25 (Phase 2) = $5,783,316.80

Finishing Budget: $4,666,949.38 (Phase 1) & $2,171,547.67 (Phase 2) = $6,838,497.05

Groundbreaking to Completion: July 2019 – December 2019

Project Description: Ground-up design-build construction consisting of (2) Sprung Structures (60'x75' & (1) 60'x135') to create a 126-bed homeless shelter. Services include case management, medical care, mental health and substance abuse screening, access to appropriate treatment, public benefits, employment resources, and most importantly, assistance finding appropriate and available housing.

Results: (Describe the outcome of the project here)

—

About G&G Builders:

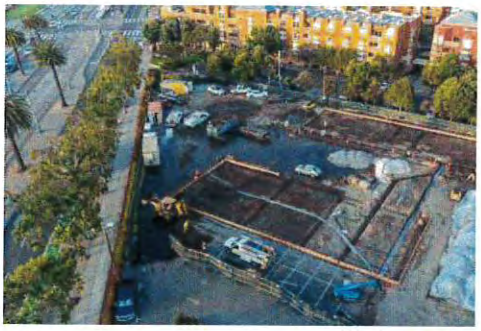
G&G Builders is a turnkey boutique commercial contractor for the San Francisco Bay Area. Our reputation and long-standing relationships are a testament to how we do business. We're a small company that does big things.

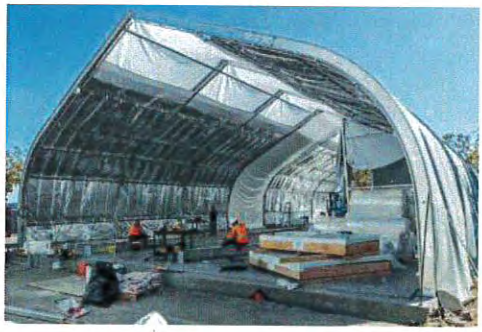
G&G Builders

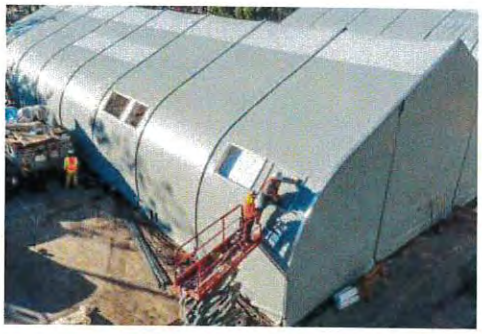
Prefabricated Structures

Prefab structures are a faster way to build however they require an experienced team to design, plan, erect and finish them smoothly. To date we have built more than a dozen Sprung Structures for large corporate companies including Google, Tesla and Amazon.

We provide high-quality work, good communication, and seamless management over every project, every time







"Sprung Structures first worked with G&G Builders in 2008. They were the erectors of our San Francisco State University temporary library project. Since then we have done many projects together, most recently, two Navigation Centers for the City of San Francisco. G&G Builders have been a reliable, professional, and cost effective contractor for us and an instrumental part in our growth and success."

— STEVE CROCKETT, BUSINESS DEVELOPMENT | SPRUNG STRUCTURES

General Contractor for Commercial Projects

G&G Builders is a turn key boutique commercial contractor for the San Francisco Bay Area. Our reputation and long standing relationships are a testament to how we do business.

We have been building quality commercial projects for more than 20 years. When you work with us, things go smoothly. We are a small team. Call our office and you'll get the same person every time that will oversee your project through to completion. We provide that singular focus that can only come from a small and experienced team.

Communication

You deserve to know how your project is going. We do everything we can to run a smooth project but if problems come up we don't pass the buck. If we make a mistake we own up to it and we make it right.

Quality

We know how to build, and how to do things the right way, the first time around. We have long standing relationships and return clients because our work lasts and the quality of our finish is top notch.

Simplicity

We still believe some of the best things in life are also the most simple. Good construction does not have to be complicated.

P: 925-846-9023 | F: 925-846-9152 | ggbuildersinc.com
4542 Contractors Place, Livermore, CA 94551

G&G Builders

Prefabricated Structures Portfolio

Embarcadero SAFE Navigation Center for San Francisco Department of Public Works

A Sprung Navigation Center is a homeless community resource. The Embarcadero project included full foundation work plus two Sprung structures for housing, with additional restroom in an additional building.

Tesla Model 3 End of Line Sprung Structure Project

Tesla needed to add additional production capacity immediately, for their new model 3 vehicle. Delivery and Construction in 19 days. Production was able to start while the finishing touches on the structure were completed.

Amazon Air at Stockton Airport Sprung Structure Project

15,000 square foot structure designed for equipment and freight handlers for Amazon air cargo. Attractive I beam design, combined with a fully tensioned architectural membrane.

Completed Prefabricated Structures by G&G Builders

- San Francisco Fire Department Sprung Structure Project at Treasure Island for San Francisco Department of Public Works
- Division Circle Navigation Center for San Francisco Department of Public Works
- Division Circle Navigation Center Phase 2 for San Francisco Department of Public Works
- Embarcadero SAFE Navigation Center for San Francisco Department of Public Works
- Oakland Arena Sprung Structure Project for AEG Management
- Tesla Model 3 End of Line Sprung Structure Project
- Tesla Model 3 Repack Facility Sprung Structure Project
- Sonoma County Airport Sprung Structure Project
- Amazon Air at Stockton Airport Sprung Structure Project
- Yocha Dehe Wintun Nation Sprung Structure Project at Casche Creek
- Castle Air Force Base Sprung Structure Project for Google

Step 1 - Discovery

Every project starts with discovering your needs. What do you want to accomplish? What permitting or land use challenges does the project have? What is your budget?

Step 2 - Design

Next, we create a plan based on your vision. Working alongside the architectural team, we handle everything; design, engineering, plan checks and permitting. With us, you get clear communication and defined deliverables.

Step 3 - Build

When it comes time to build we self-perform most jobs and move quickly. Our crews are trusted, safe, professional and experienced. Our owner/ manager team stays involved from start to finish.

Step 4 - Closeout

The job is not complete until you are happy. Our turn key projects are quality work so that when it comes time to wrap up a project, the punch lists are short. We keep our word and we keep our deadlines.

P: 925-846-9023 | F: 925-846-9152 | ggbuildersinc.com
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Sprung Structures

A Better Way To Build

Rapid Construction. Design Flexibility. Performance & Durability. Lower Overall Costs.

San Francisco Embarcadero SAFE Navigation Center

San Francisco, California

Project Overview:

Client: City of San Francisco

Challenge: A large number of un-sheltered homeless people living in encampments were unable to access services like intensive case management or health care and drug treatment programs at traditional shelters. The area needed a safe, secure, shelter for San Franciscan's experiencing long-term homelessness where they could receive support, social service and housing connections, with a continuum of services aimed at reducing and preventing homelessness. An immediate solution was needed.

Solution: Three Sprung Structures:

Dorm A	50' wide x 120' long
Dorm B	50' wide x 105' long
Office	50' wide x 120' long

Ground Breaking to Completion: 120 days

Results: 200 bed homeless shelter includes; offices, clinic, and dining hall SAFE Navigation Centers are low-threshold, high-service residential programs for adults experiencing homelessness in

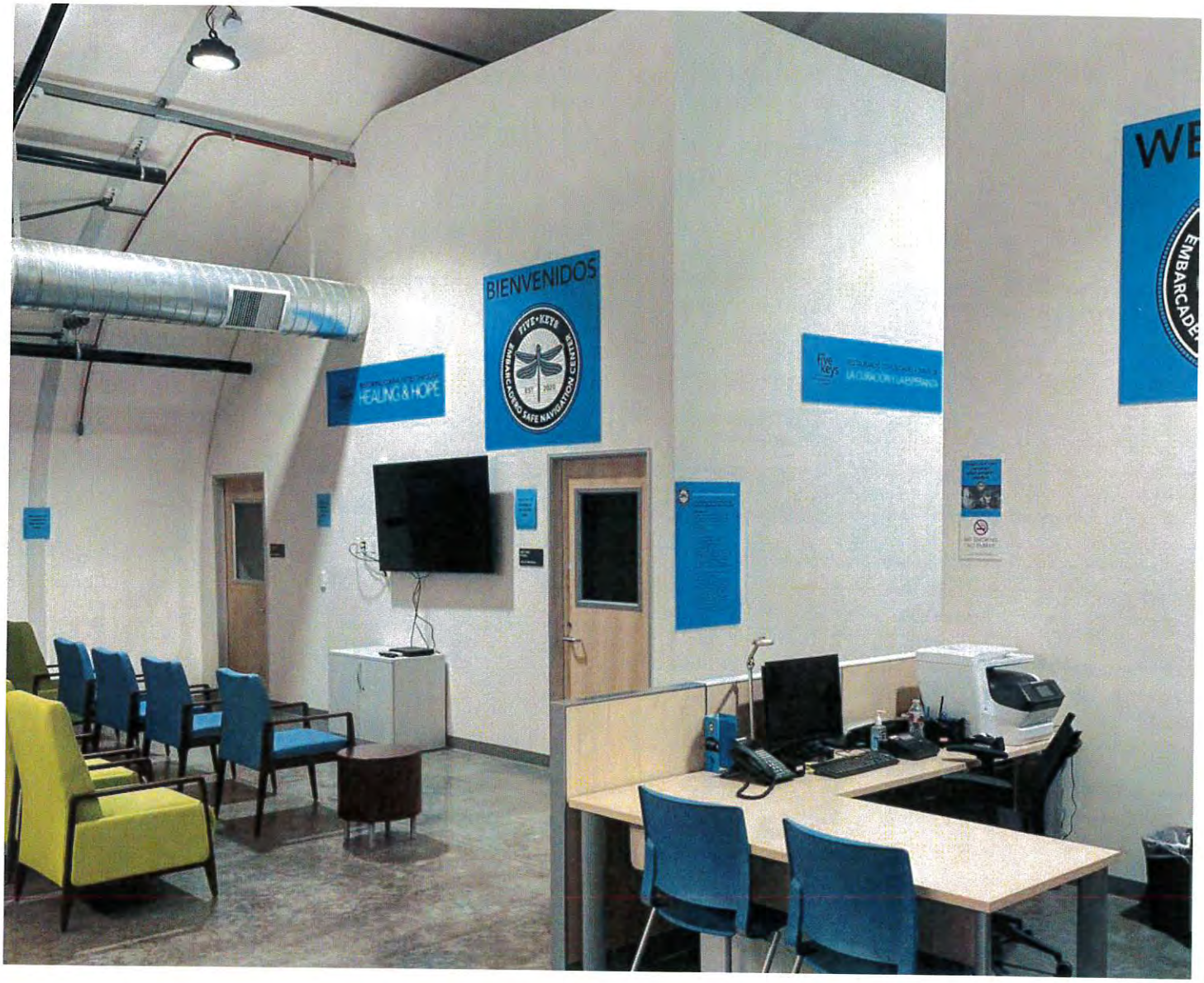
San Francisco. SAFE Navigation Centers are one part of the Homelessness Response System and are an attractive service for people living un-sheltered or in.

SAFE Navigation Centers are essential to reducing un-sheltered homelessness and connecting guests to services and housing assistance. SAFE Navigation Centers build off of the best aspects of Navigation Centers and makes them more scalable, sustainable, and effective. The City is looking to expand SAFE Navigation Centers in neighborhoods across the city to respond to the homelessness crisis.

SAFE Navigation Centers do not accept walk-ins. All individuals and couples who enter have been selected by the SF Homeless Outreach Team or a centralized referral system as good candidates for the SAFE Navigation Center environment. Because SAFE Navigation Centers operate 24x7, there are no lines outside in the evening, and guests are not exited onto the street in the morning.

SAFE Navigation Centers are a proven way to get people off the street and on a pathway to housing and stability. They provide long-term benefits to both neighbors and the city. In 2018, the Department of Homelessness and Supportive Housing helped over 2,200 people exit homelessness, and since their launch the Navigation Centers helped 46% of its guests exit homelessness.

This newest center, with 200 beds, at the Embarcadero SAFE navigation Center strikes a good balance of operational costs and service costs to be most cost-effective.

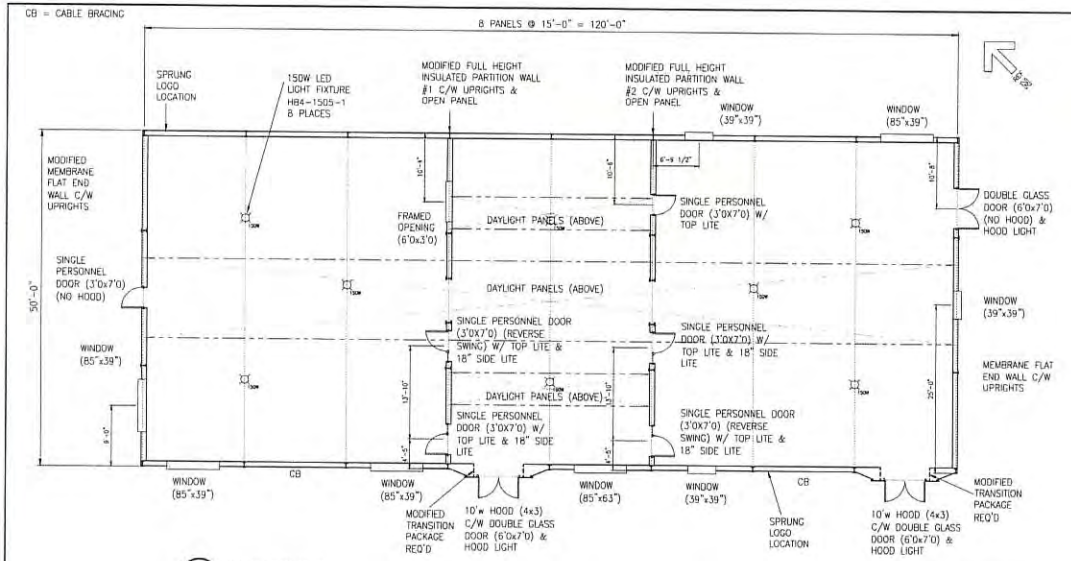


As a contractor in the Bay Area for 20+ years, we have constructed a wide range of different building types. The pre-engineered Sprung Structure has proven to be a perfect solution for Navigation Centers throughout North America. They are available immediately, quick to construct, energy efficient, and economical. The Sprung Structure provides a very bright open interior that is perfect for dormitory housing, dinning, recreation, clinic and office space.

We strongly recommend any City or County to consider the Sprung Structure Navigation Center solution for housing homeless in their community.

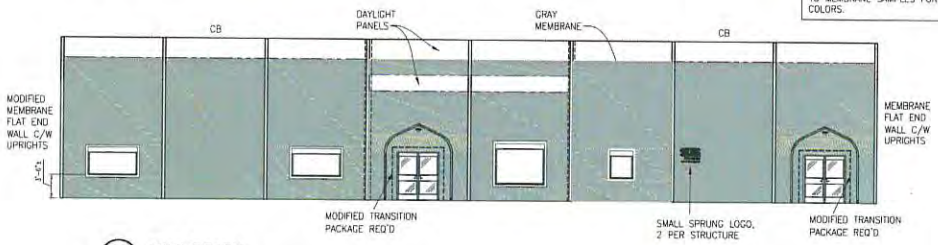
Gerard Callahan, President
G&G Builders, Inc

CB = CABLE BRACING

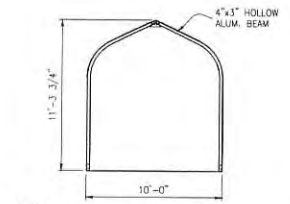


1 / 118.0 OPEN PLAN VIEW 1/8"=1'-0"

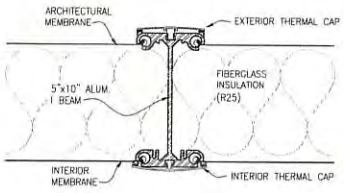
COLORS ON THESE ELEVATIONS MAY VARY SIGNIFICANTLY DEPENDING ON PRINTER OR MONITOR. PLEASE REFER TO MEMBRANE SAMPLES FOR ACTUAL COLORS.



2 / 118.0 SOUTH ELEVATION 1/8"=1'-0"



3 / 118.0 SECTION 10'-0" HOOD 1/4"=1'-0"



4 / 118.0 5"x10" INSULATED BEAM SECTION 3"=1'-0"

DRAWING APPROVAL

Signature

Print Name

Date:

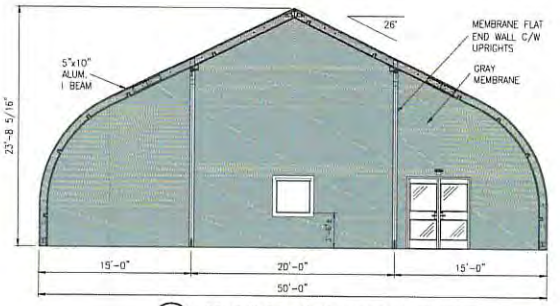
Confirmation of wind speed at site per the local building dept.

Building Code:

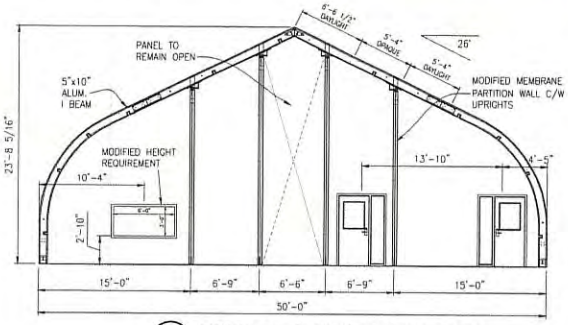
___MPH, Exposure ___

Initial

5 / 118.0 WEST FLAT END 50'-0" INSULATED STRUCTURE 3/16"=1'-0"



6 / 118.0 EAST FLAT END 50'-0" INSULATED STRUCTURE 3/16"=1'-0"



7 / 118.0 PARTITION WALL #1 50'-0" INSULATED STRUCTURE 3/16"=1'-0"

sprung
innovation | versatility | reliability

TOLL FREE: 1-800-528-9899
or (403) 601-2292 www.sprung.com

GENERAL NOTES:

1. ALL PERSONNEL DOORS C/W PANIC HARDWARE & HOODS.
2. STRUCTURE TO BE INSULATED WITH FIBERGLASS BATT INSULATION C/W INNER LINER, TO DAYLIGHT PANEL LEVEL ONLY.
3. INNER & OUTER MEMBRANE TO BE FINISHED TO CONCRETE USING ALUM. FLAT BAR
4. STRUCTURE MEMBRANE MEETS: NFPA 701, CALIFORNIA STATE FIRE MARSHAL, ASTM E84, CAN/ULC-S-109 & CAN/ULC-S-102 SPECIFICATIONS.
5. THIS STRUCTURE IS DESIGNED TO SHED/RELEASE SNOW. THE PERIMETER OF THE STRUCTURE SHALL BE KEPT CLEAR.
6. WHEN DESIGNING A HEATING, VENTILATION OR AIR CONDITIONING SYSTEM FOR ANY TYPE OF BUILDING, IT IS IMPORTANT TO ENSURE THAT THIS SYSTEM INTAKES MORE AIR THAN IS BEING EXHAUSTED AT ANY GIVEN TIME. THIS PROCESS WILL RESULT IN A POSITIVE PRESSURE BEING MAINTAINED. CONVERSELY, IF NEGATIVE PRESSURE EXISTS WITHIN THE STRUCTURE, IT WILL BE DIFFICULT TO OPEN DOORS AND MOISTURE WILL BE DRAWN INTO THE STRUCTURE
7. ALL INTERIOR WALLS & PARTITIONS (IF APPLICABLE) TO BE FREE STANDING & INDEPENDENT OF SPRUNG STRUCTURE.

DESIGN LOADS

STRUCTURE LOCATION SAN FRANCISCO, CA
BUILDING CODE: CBC 2016/IBC 2015
WIND SPEED: 115 MPH 3 SEC GUST
RISK CATEGORY: II EXPOSURE C
GROUND SNOW LOAD N/A
(SEE SNOW SHED REPORT)

SIGNATURE SERIES

NO.	MM/DD/YY	DESCRIPTION
8	08/09/19	ADD MODIFIED TRANSITION PACKAGE
7	08/01/19	RELOCATE WINDOW & CSP
6	06/26/19	REMOVE SLIDERS FROM WINDOWS
5	05/13/19	ADD HOOD LIGHTS & LED
4	05/08/19	REVISE DOOR STYLES
3	04/17/19	REMOVE PARTITION WALL
2	04/11/19	GENERAL REVISION

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SAN FRANCISCO PUBLIC WORKS

50.0' x 120.0'
OFFICE

DRAWN BY: B. PHILPOFF	DATE: 03/08/2019
CHECKED BY:	APP'D BY:
SCALE: AS NOTED	DRAWING #: P19-118.0
QUST. APP'L	

Engineered & Manufactured by Sprung Structures www.sprung.com

San Francisco Chronicle

https://www.sfchronicle.com/bayarea/article/Embarcadero-s-new-homeless-Navigation-Center-a-14966874.php

Embarcadero's new homeless Navigation Center a compassionate work of design

A large main central courtyard is featured at the Embarcadero Navigation Center.

Photo: Photos by Lea Suzuki / The Chronicle

John King

Jan. 10, 2020 | Updated: Jan. 10, 2020 7:56 p.m.

It's a sad sign of the times that some of San Francisco's most creative architectural energy is focused on bringing a spark of humanity to large-scale, short-term housing for homeless people.

That dynamic plays out in San Francisco's new Navigation Center on the Embarcadero, where three immense tents frame a courtyard behind 8-foot-high fences. This assemblage shares a triangular block with a parking lot and a 22-story condominium tower.

"We're aiming for sensible and practical designs, in a way that creates dignified living spaces," said Patricia Solis, an architect with San Francisco Public Works. "We're trying to gather insight from all the lessons we've learned, which are numerous."

San Francisco has opened 10 Navigation Centers since 2015, and all but two remain open. Their purpose is to provide round-the-clock refuge for homeless men or women who have been evaluated by outreach workers beforehand. Along with beds and storage space, there are social services to, ideally, transition clients into stable living situations.

The newest center isn't only the biggest, with 200 beds, it's by far the most visible — three rounded fabric tents rising along the Embarcadero at Beale Street just south of the Bay Bridge. It's so visible, in fact, that neighbors sued the city to block its construction.

John Blanchard / The Chronicle

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San Francisco Chronicle
https://www.sfchronicle.com/bayarea/article/Embarcadero-s-new-homeless-Navigation-Center-a-14966874.php

Embarcadero's new homeless Navigation Center a compassionate work of design

The naysayers failed, and it opened in late December. Thirty residents have moved in so far.

You enter beneath a smart-looking canopy that extends nearly to the Embarcadero sidewalk, a tilted screen of corrugated polycarbonate atop wooden beams. The door doesn't open without a punch code and the OK from someone inside who can see visitors via a remote camera.

The canopy serves to shield people and their possessions from the elements while they wait to go in; the tilt means that no drainpipe or gutter is needed. The door swings open slowly, automatically, so that someone in a wheelchair will have no problem entering.

I describe the portal in such detail because it embodies how the architects have tackled the design dilemma inherent to ad hoc sanctuaries like this. They need to create a contained environment that's secure yet soothing. Durable enough to withstand damage from troubled residents, yet also offering comfort to people seeking to get themselves back on their feet.

"This is going to be like the Garden of Eden when we're done," said center director Tony Chase of non profit manager Five Keys. His ardor extends to the men and women selected to live there: "We don't call them clients, we call them guests. Case managers are 'care managers.' We want to make this experience as pleasant as possible."

That laudable goal doesn't hide the reality that the center is what it is, a fenced-off zone where beds are clustered in groups of four within two spacious fabric tents 24 feet tall. A third tent holds the check-in hall, the dining area and meeting rooms of varying sizes.

In between the structures is an asphalt clearing that serves as the courtyard and includes a large sandbox where dogs can play. There are some tables and chairs, and metal poles that will be outfitted with sail-like canopies.

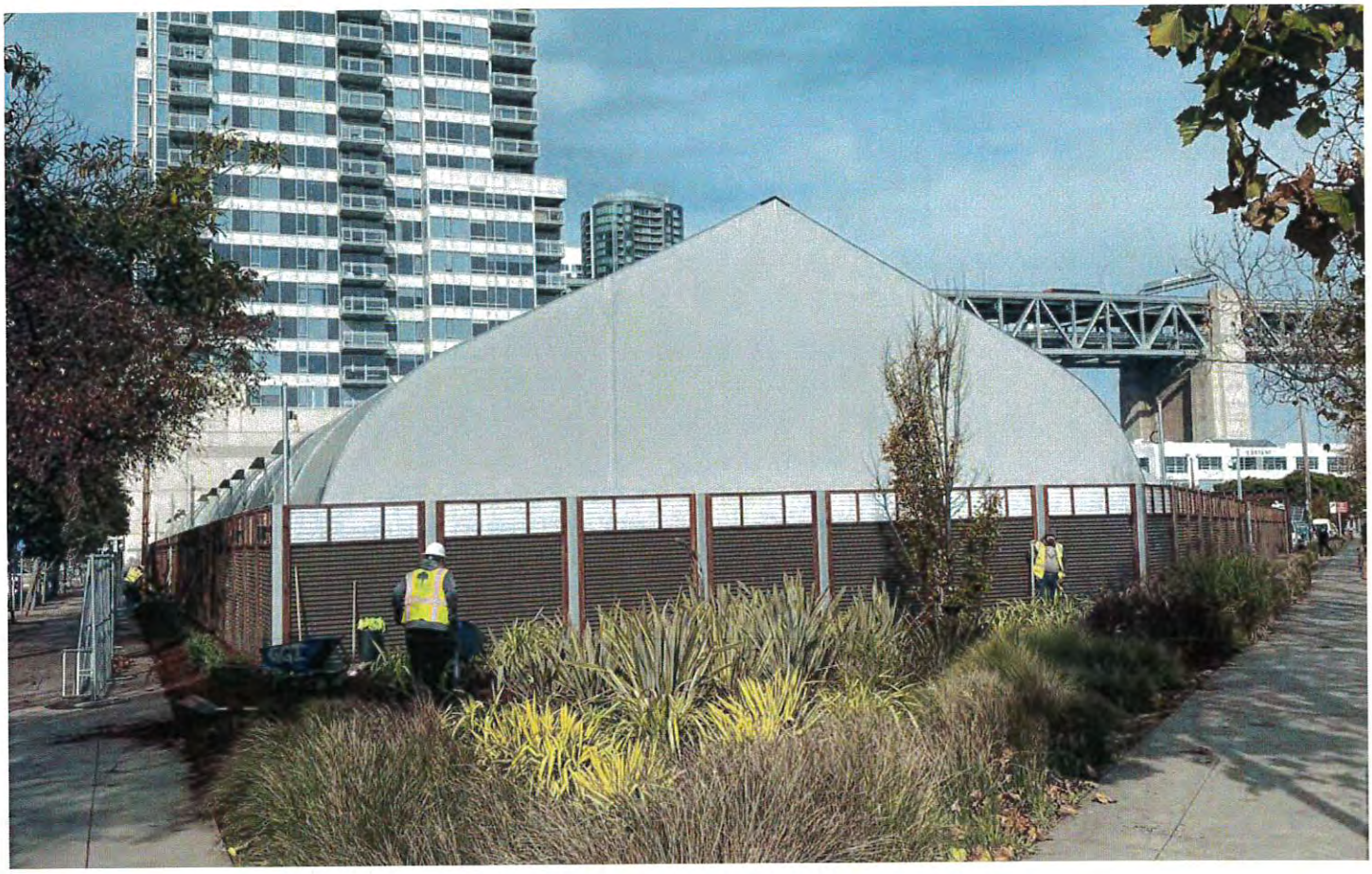
The initial plans included a colorful upgrade to the courtyard asphalt and planter boxes similar to those at the Central Waterfront Navigation Center in Dog patch, but the final budget didn't allow for such niceties. The money instead went to locks for the storage boxes that residents slip under their beds and industrial-capacity water heaters in the detached rectangle holding the residents' shared bathrooms.

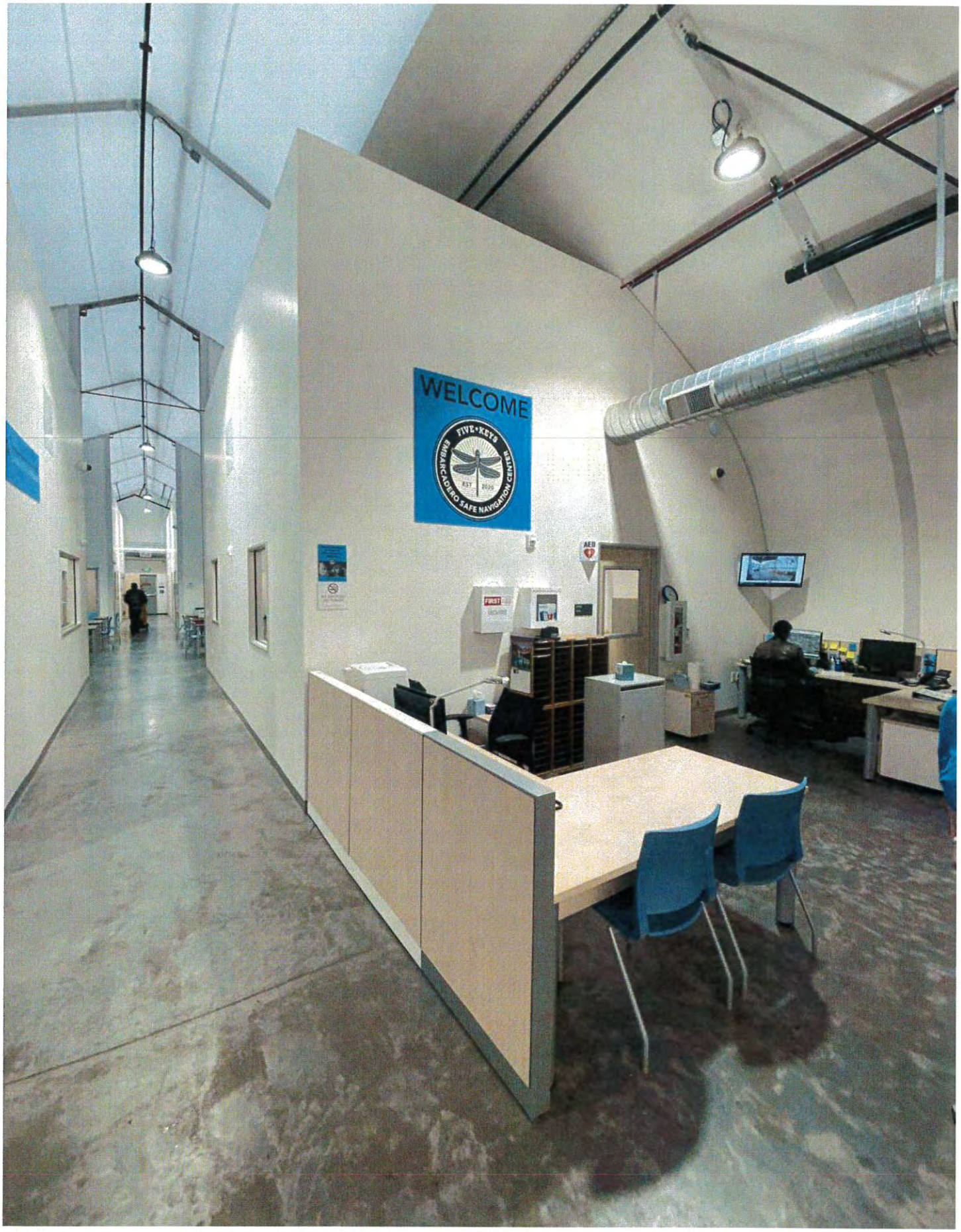
Where other centers made do with the modular bathroom trailers you might find at a construction site, the facilities here were custom designed. The goal was to build to the standards of what might politely be called a demanding clientele, yet not feel dehumanizing.

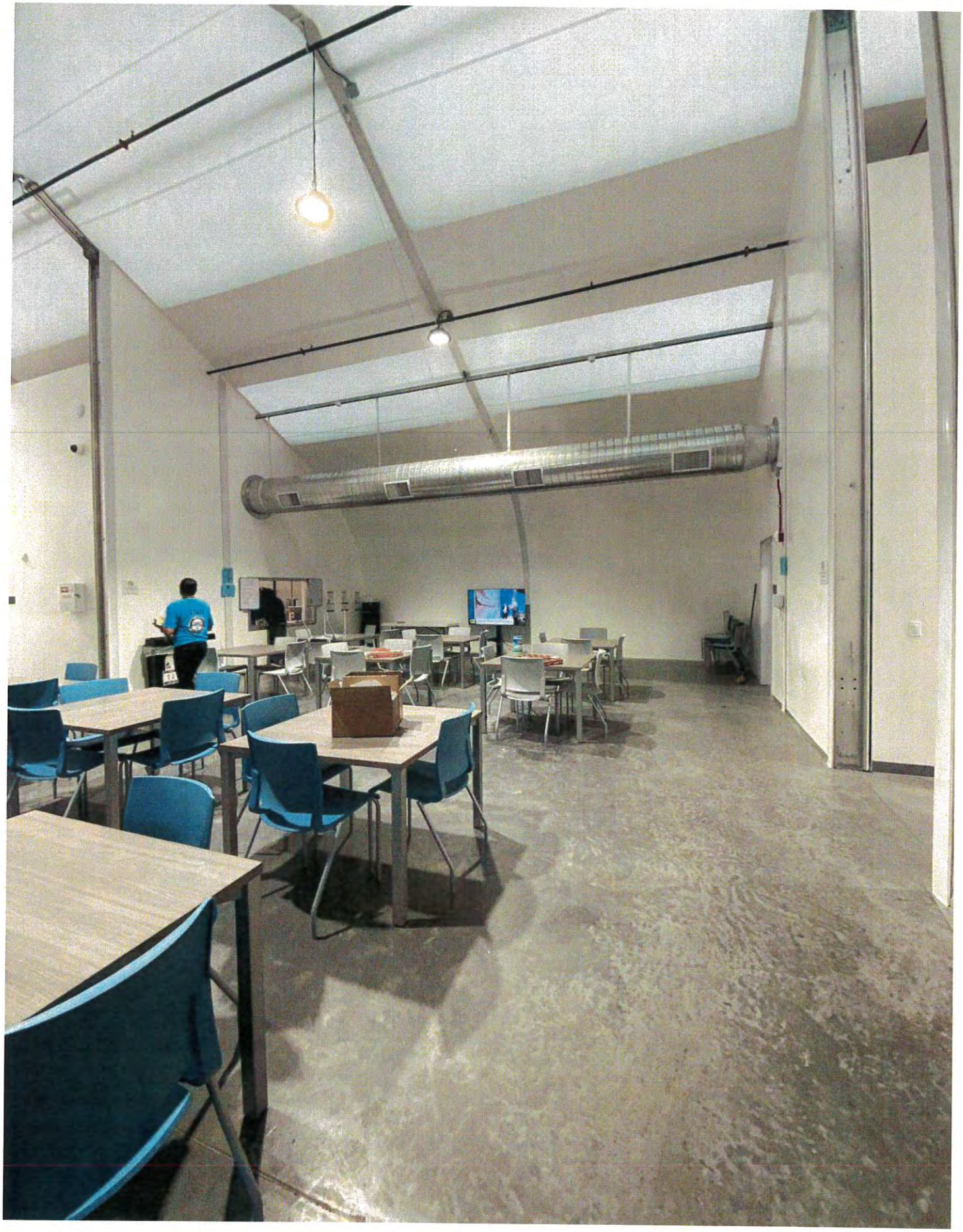
Lights along the fence and exterior of the Embarcadero Navigation Center on Beale Street

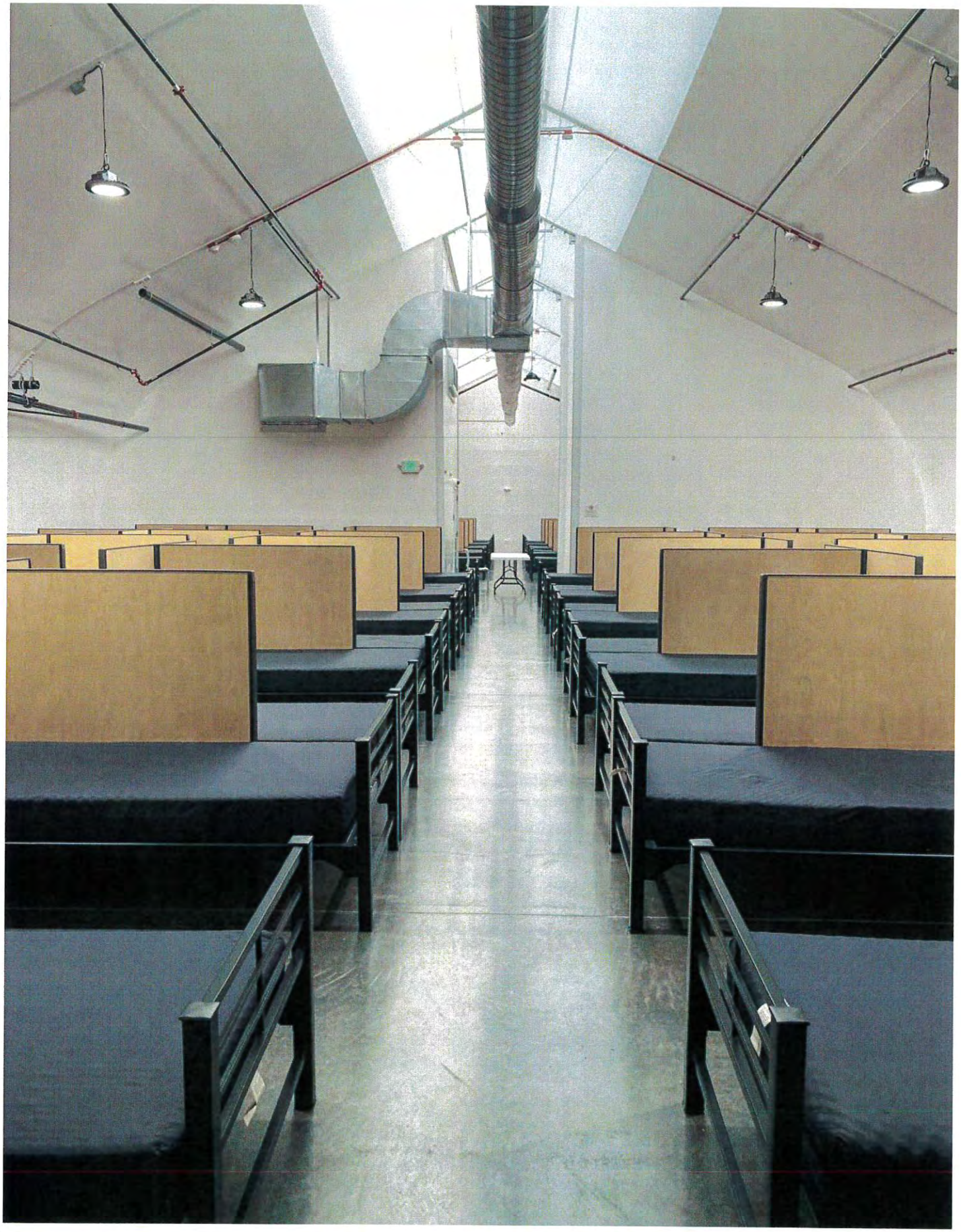
Sleeping areas at the 2100 bed Embarcadero Navigation Center have partitions for privacy

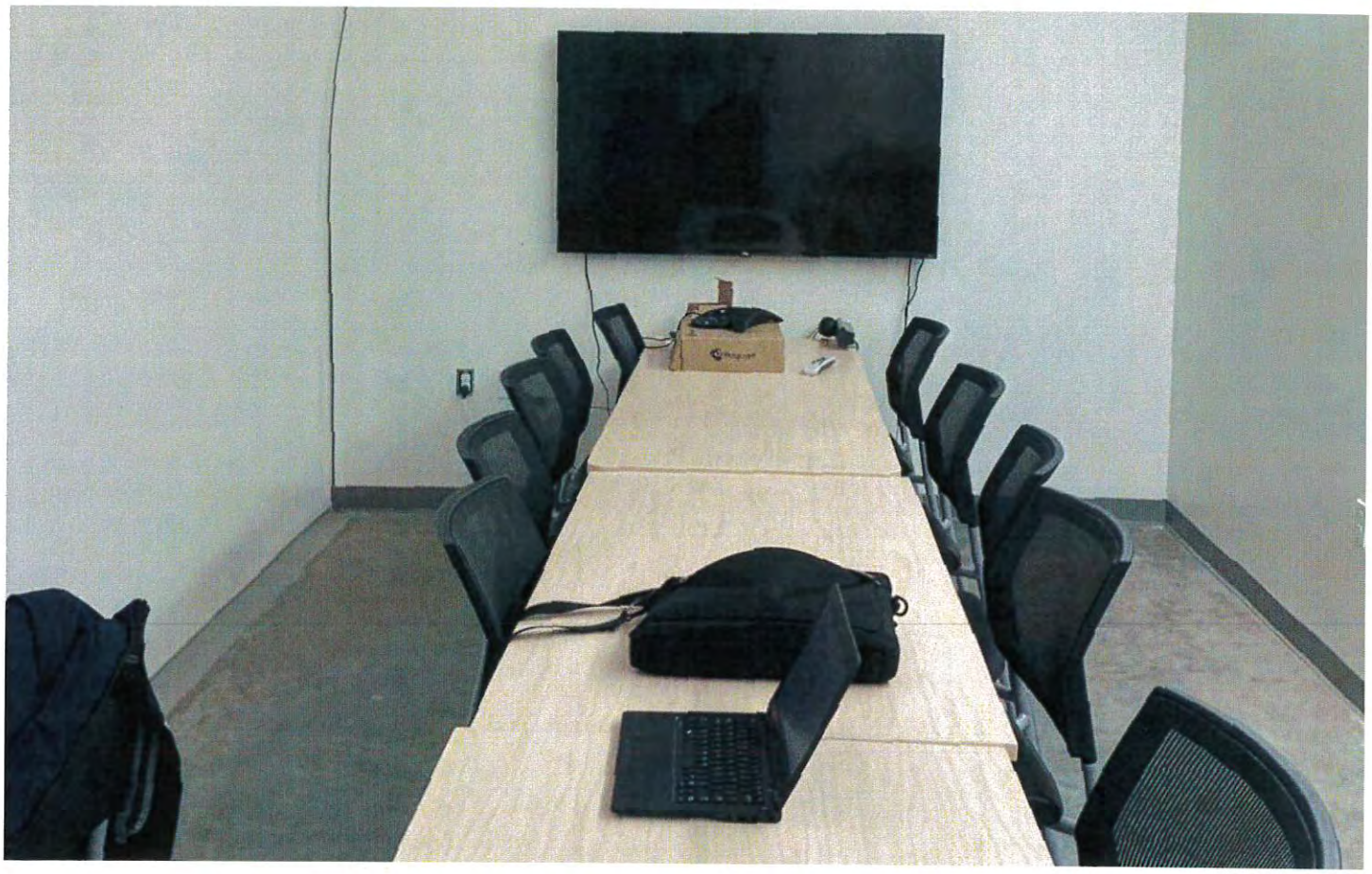
Project manager Rachel Alonso inspects the bath facilities that feature separate shower and changing areas to provide privacy for guests

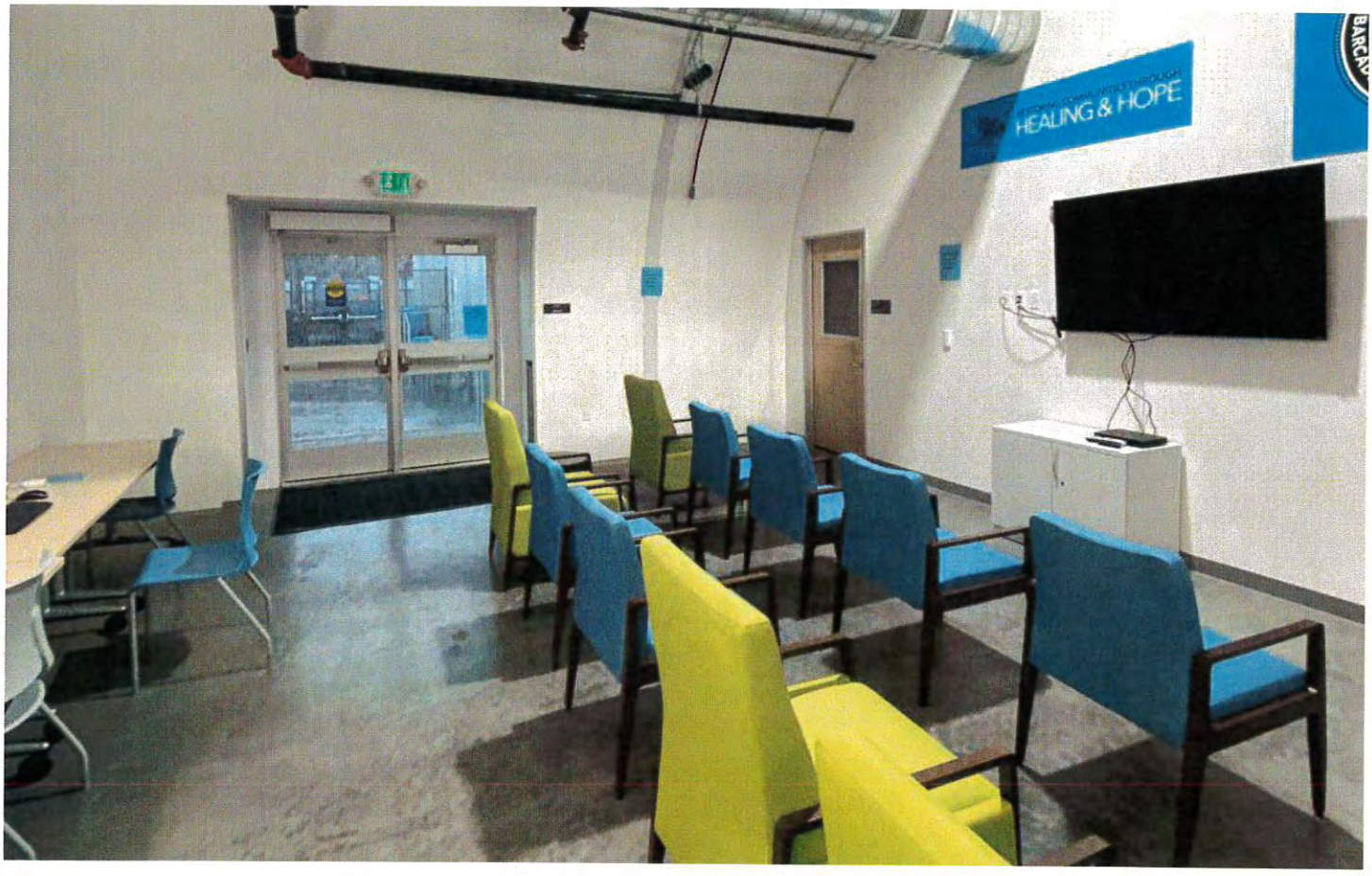


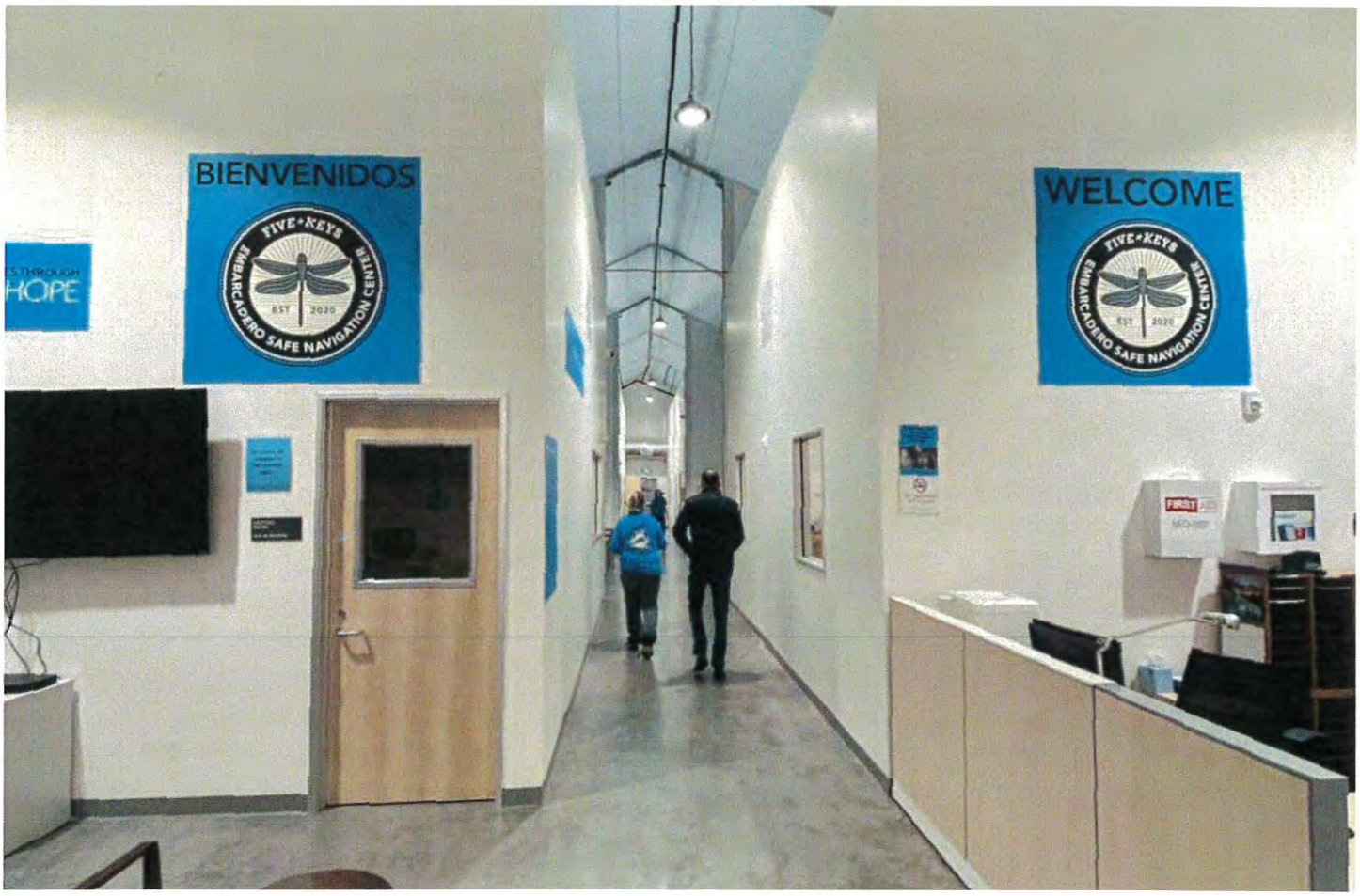

WELCOME
FIVE•KEYS
EMBARCADERO SAFE NAVIGATION CENTER
AED
FIRST








HEALING & HOPE



Top 5 Reasons to Choose Sprung:

1. **Immediate Delivery from Inventory** – Complete projects in a much shorter time-frame than conventional construction, helping people get off the streets and into navigation centers quickly.
2. **Limited Foundation Requirements** – With limited foundation requirements, cities can build in places conventional structures can't be built, including existing asphalt, empty lots, even open spaces, giving more options to densely populated areas.
3. **Rapid Construction Schedule** – Significantly reduce construction costs and timelines compared to conventional construction.
4. **Superior Performing Insulation System** – Save on operating and energy costs with Sprung's airtight building envelope and fully lofted fiberglass insulation system.
5. **Lease with Option to Purchase** – Ease budgeting concerns and up front costs with Sprung's convenient in-house leasing program.

Sprung Structures

For four generations, Sprung has designed solutions for every conceivable application. Inventory-ready building solutions that consistently outperform other building alternatives.

- Sprung structures can be dismantled, reconfigured, re-erected, or relocated for almost any number of applications providing future value and mitigating financial risks.
- Beyond providing all-weather shelter, Sprung structures provide bright, spacious high performance, energy efficient environments.
- Sprung has built homeless navigation centers for world class cities across North America, including Los Angeles, San Francisco, San Diego, Minneapolis, Portland, Fresno and Toronto.

Sprung Structures

A Better Way To Build

Rapid Construction. Design Flexibility. Performance & Durability. Lower Overall Costs.

Division Circle Navigation Center

San Francisco, Homeless Shelter

Project Overview:

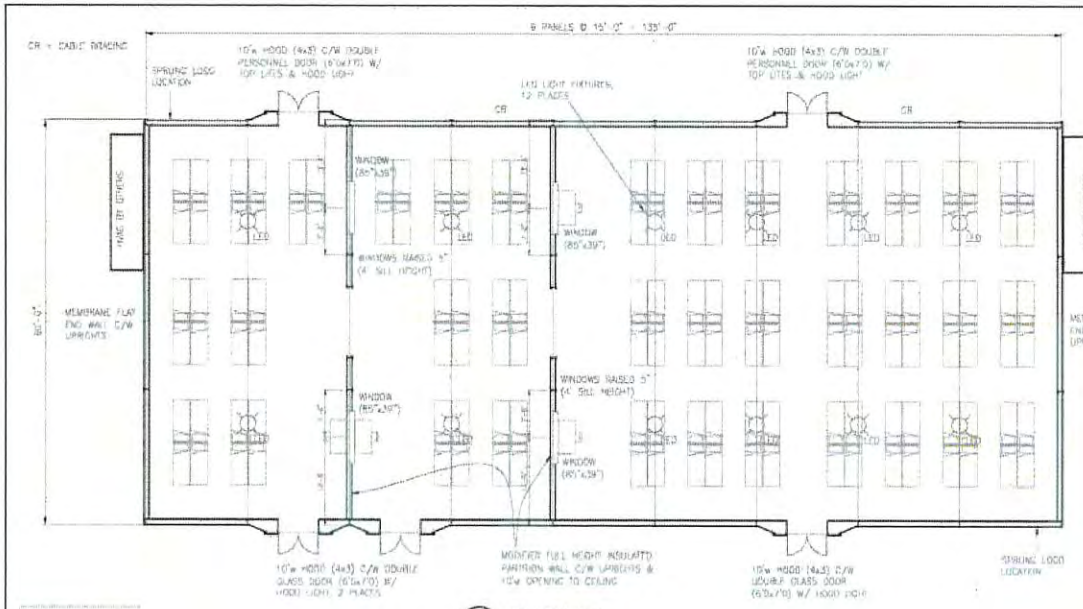
Client: St. Vincent de Paul Society of San Francisco and The City of San Francisco Public Works Department

Challenge: The client needed to respond to San Francisco's Mission neighborhood's public health crisis, resulting from the drastic increase in tent encampments. The new Navigation Center needed to serve people living in encampments who have been unable to access services like intensive case management or health care and drug treatment programs at traditional shelters. The area needed a safe, secure, shelter for San Franciscans experiencing long-term homelessness where they could receive support and make lasting social service and housing connections, and a continuum of services aimed at reducing and preventing homelessness.

Solution: **60' wide x 75' long** Sprung Structure fully insulated Dining Hall
60' wide x 135' long Sprung Structure fully insulated Dormitory

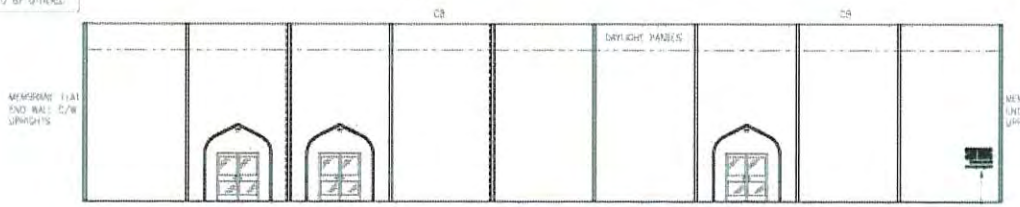
Results: The Division Circle Navigation Center (in memory of Brian Quinn, with funding from SF Department of Homelessness and Supportive Housing) proudly provides 126 beds and extensive support services to their clients. St. Vincent de Paul operates the center, which opened in June, 2018. As of July 2018, the Division Circle Navigation center has provided supportive services to over 200 individuals. Services include: case management, medical care, mental health and substance abuse screening, access to appropriate treatment, public benefits, employment resources, and most importantly, assistance finding appropriate and available housing.

Situated perpendicularly, the placement of the two structures creates a community courtyard which includes a garden, outdoor active area, and off leash dog-run. The circular site yields privacy and security. Vehicle parking, bike storage and pedestrian entry to the site is consolidated to one loading zone. The dormitory fills the larger 150' structure, and serves as many clients as possible while maintaining privacy. Adjacent to the dormitory, the 75' structure houses staff offices, a pantry, a laundry, dining & lounge area. Restrooms and showers are in stand-alone units between the structures.

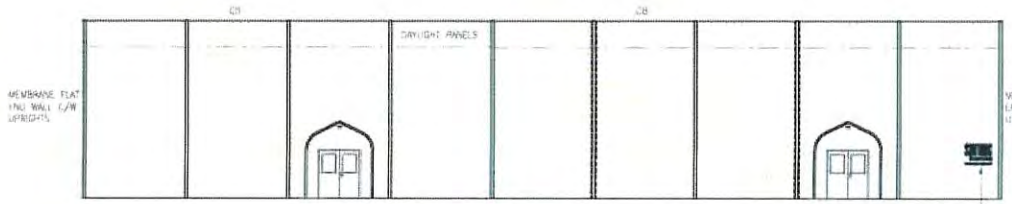


1 OPEN PLAN VIEW
1/8"=1'-0"

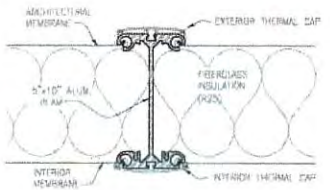
INTERIOR SHOWN FOR REFERENCE ONLY. FINAL LAYOUT DESIGNED & SUPPLIED BY OTHERS.



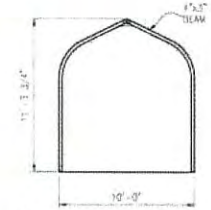
2 FRONT ELEVATION
1/8"=1'-0"



3 REAR ELEVATION
1/8"=1'-0"

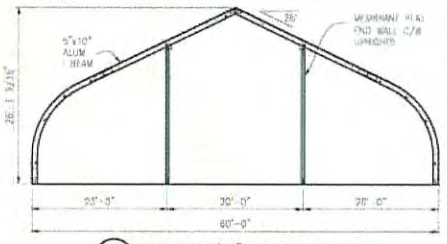


4 5"x10" INSULATED BEAM SECTION
3"=1'-0"

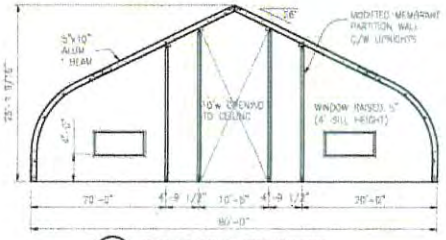


5 SECTION 10'-0" HOOD
1/4"=1'-0"

REFER TO DRAWING S-1 FOR SPECIAL INSPECTION & ADDITIONAL MATERIAL NOTES.



6 FLAT END 60'-0" INSULATED STRUCTURE
1/8"=1'-0"



7 MODIFIED 60'-0" PARTITION WALL
1/8"=1'-0"

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or (403) 601-2292 www.sprung.com

GENERAL NOTES:

1. ALL PERSONNEL DOORS C/W PANIC HARDWARE & HOODS.
2. STRUCTURE TO BE INSULATED WITH FIBERGLASS BATT INSULATION C/W FACED LINERS TO ENCLOSE PANEL CAVITY ONLY.
3. PANTS & OUTER MEMBRANE TO BE ANCHORED TO CONCRETE USING ALUM. FLAT BAR.
4. STRUCTURE MEMBRANE MEETS: NFPA 701, CALIFORNIA STATE FIRE MARSHAL, ASTM E84, CAN/ULC S-102 & CAN/ULC S-109 FOR SPECIFICATIONS.
5. THIS STRUCTURE IS DESIGNED TO WITHSTAND/CARRY SNOW TO MINIMUM OF THE STRUCTURE SHALL BE KEPT CLEAR.
6. WHEN DESIGNING A HEATING, VENTILATION OR AIR CONDITIONING SYSTEM FOR ANY TYPE OF BUILDING, IT IS IMPORTANT TO ENSURE THAT THE INTERIOR PRESSURE WORKS OUT THAN IS BEING EXHAUSTED AT ANY GIVEN TIME. THIS PROCESS WILL RESULT IN A POSITIVE PRESSURE BEING MAINTAINED. CONVERSELY, IF NEGATIVE PRESSURE EXISTS WITHIN THE STRUCTURE, IT WILL BE DIFFICULT TO OPEN DOORS AND MOISTURE WILL BE DRAWN INTO THE STRUCTURE.
7. ALL INTERIOR WALLS & PARTITIONS (IF APPLICABLE) TO BE FIRE RESISTING & INDEPENDENT OF SPRUNG STRUCTURE.

DESIGN LOADS

STRUCTURE LOCATION: SAN FRANCISCO, CA
BUILDING CODE: CBC 2016
WIND SPEED: 115 mph (ULTIMATE) / 85 mph (NOMINAL)
RISK CATEGORY II EXPOSURE C
GROUND SNOW LOAD: NA
(SEE SNOW BY-CO REPORT)

Steven B. Brown, P.E.
Consulting Engineer
1849 Mariposa Avenue
Boulder, Colorado 80302
Phone: (303) 442-2849

1-31-2018
For Structural only

SIGNATURE SERIES

2	2/7/18 REVISED "ADDITIONAL WINDOWS 5"
NO.	MARK/BY DESCRIPTION

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SAN FRANCISCO PUBLIC WORKS

60.0' x 135.0'
NAVIGATION CENTER – DORMITORY

DRAWN BY: C. BENNETT	DATE: 05/15/2018
CHECKED BY:	APPD. BY:
SCALE: AS NOTED	DRAWING #: P18-011.0

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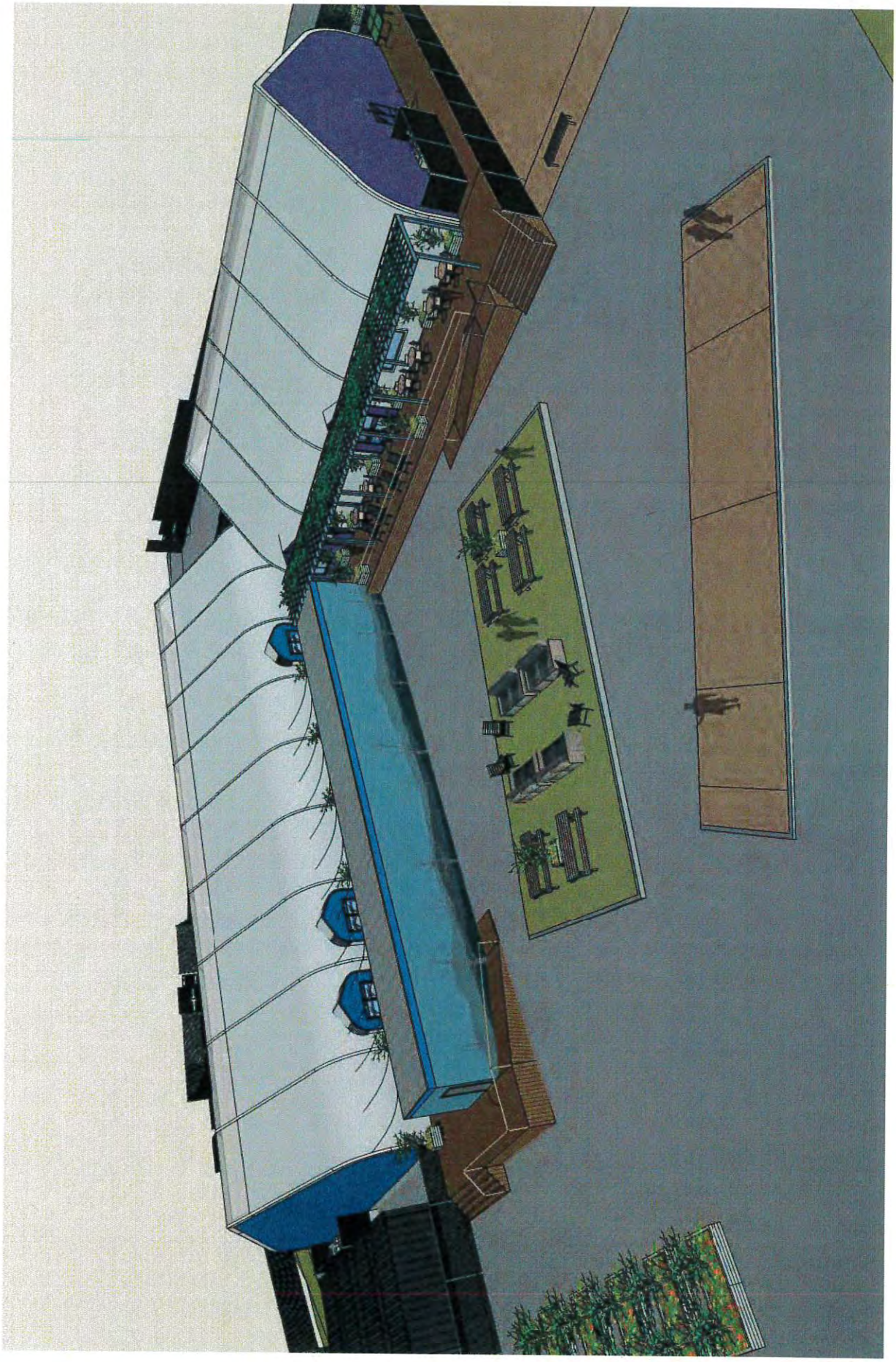
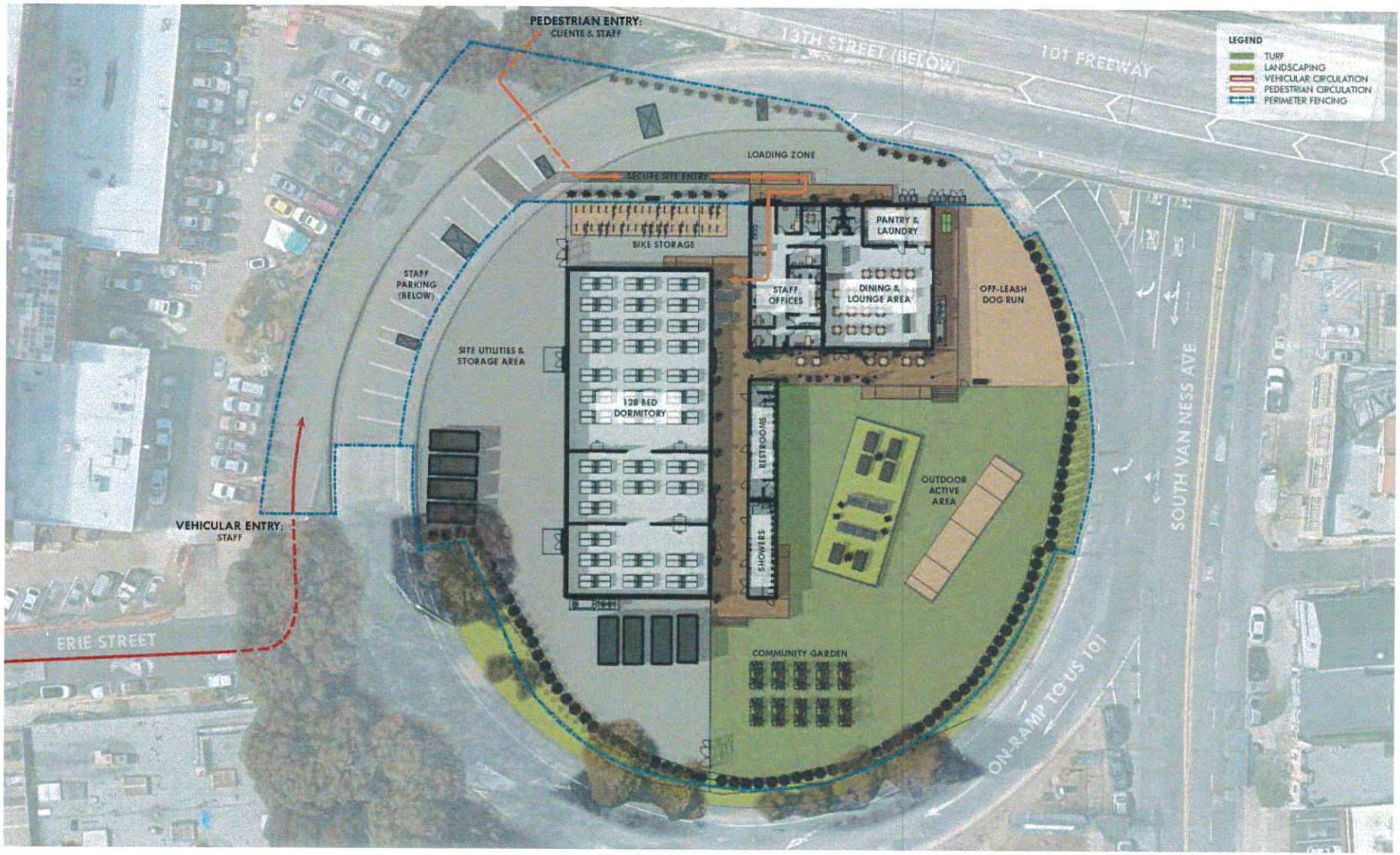
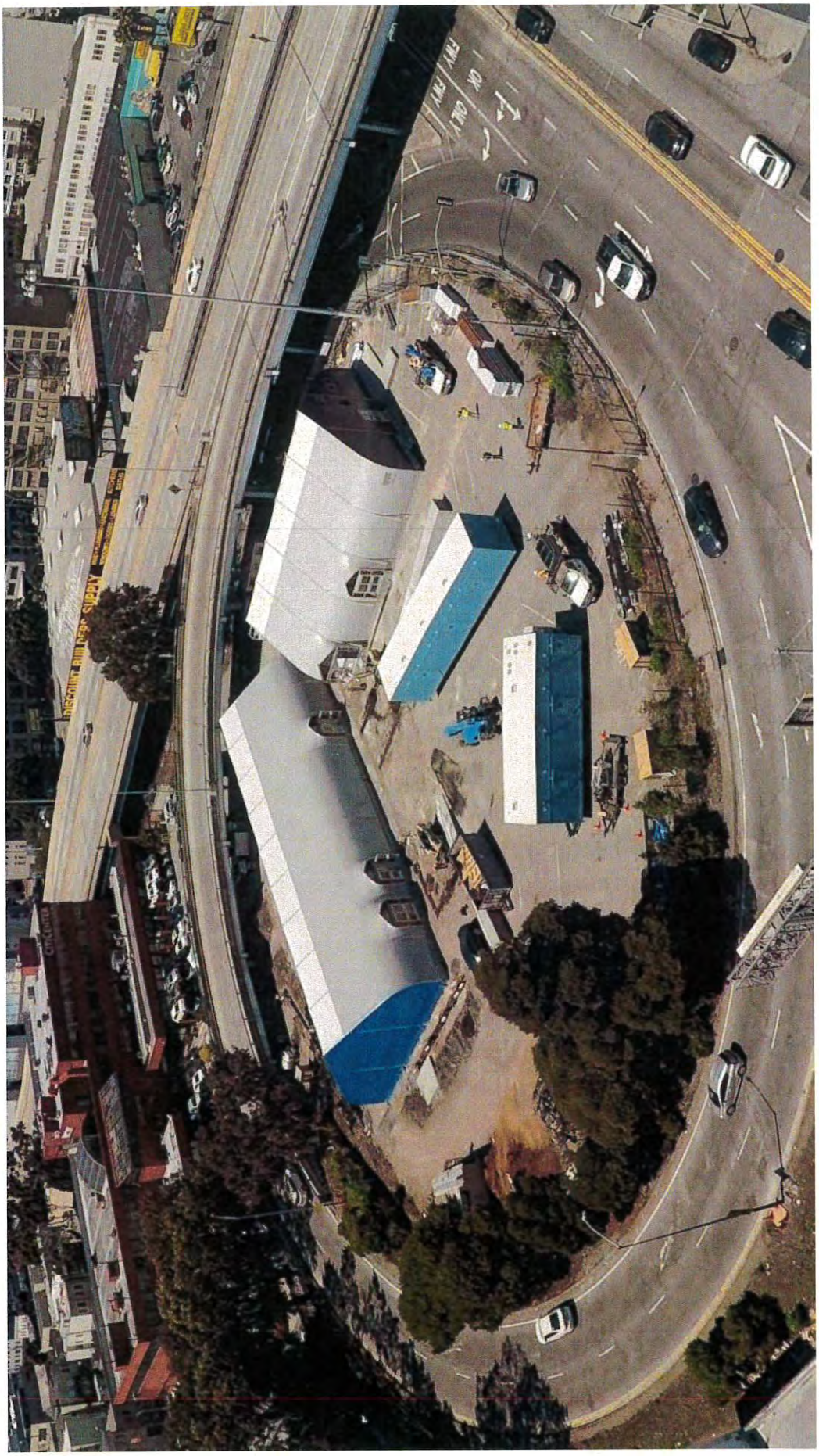
Consulting Engineer
1-31-2018
For Structure Only
SIGNATURE SERIES
SAN FRANCISCO
PUBLIC WORKS
60.0' x 75.0'
NAVIGATION CENTER - DINING HALL
P18-010.0
5"x10" INSULATED BEAM SECTION
SECTION 10'-0" HOOD
SECTION 14'-3" HOOD
MODIFIED FLAT END 60'-0" INSULATED STRUCTURE
FLAT END 60'-0" INSULATED STRUCTURE
MODIFIED 60'-0" PARTITION WALL
OPEN PLAN VIEW
FRONT ELEVATION
REAR ELEVATION



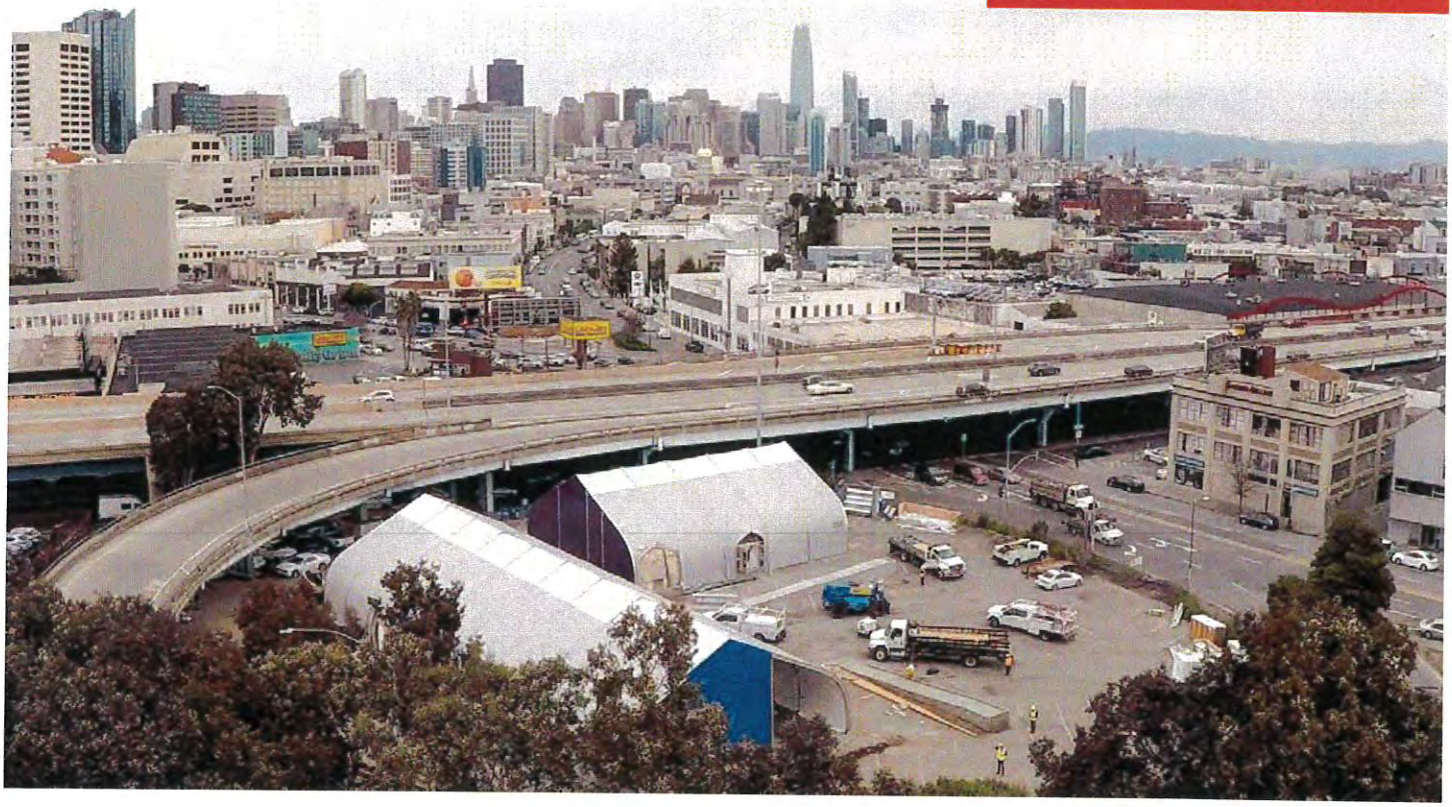


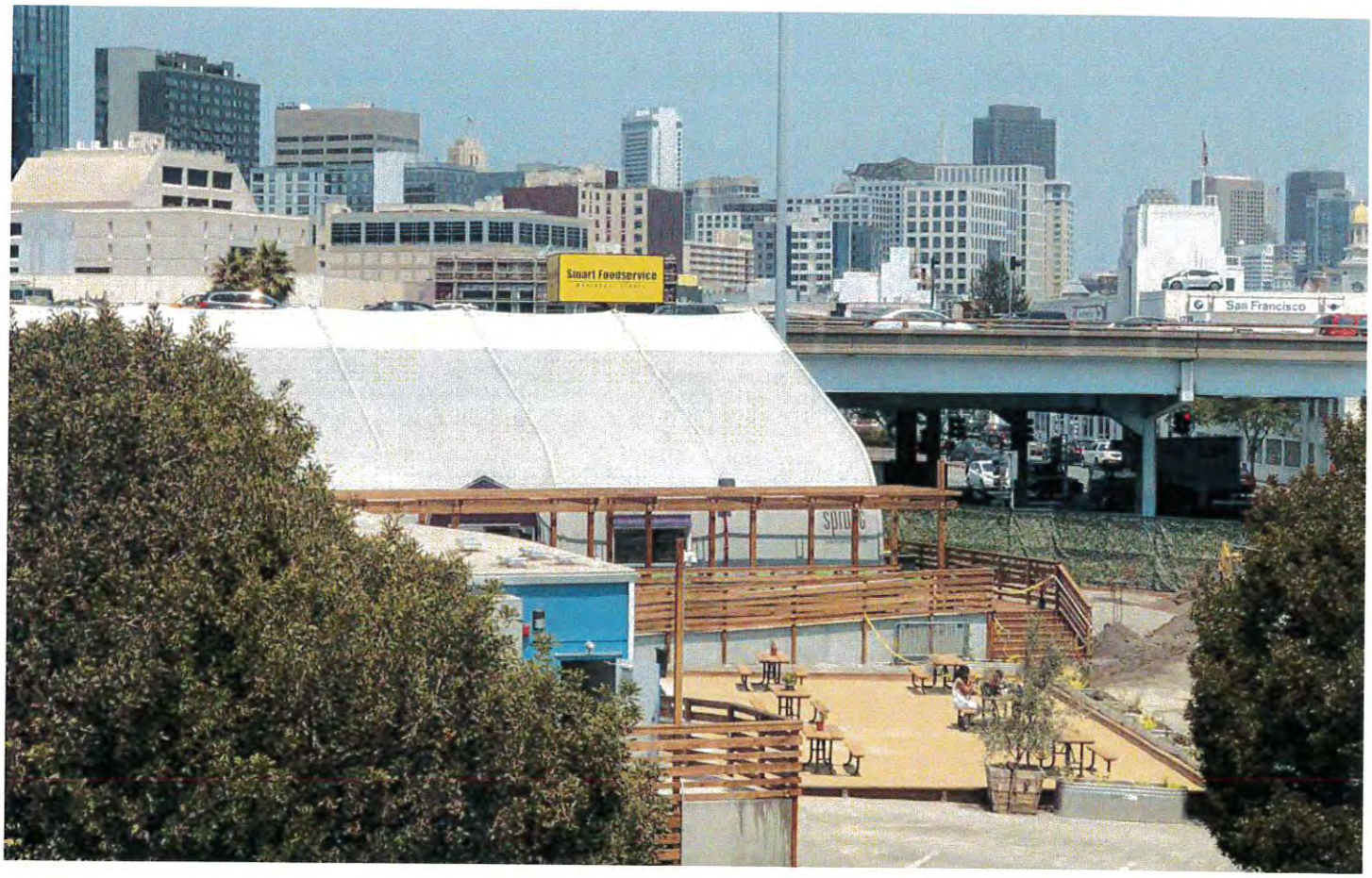
SAN FRANCISCO PUBLIC WORKS BUILDING DESIGN & CONSTRUCTION

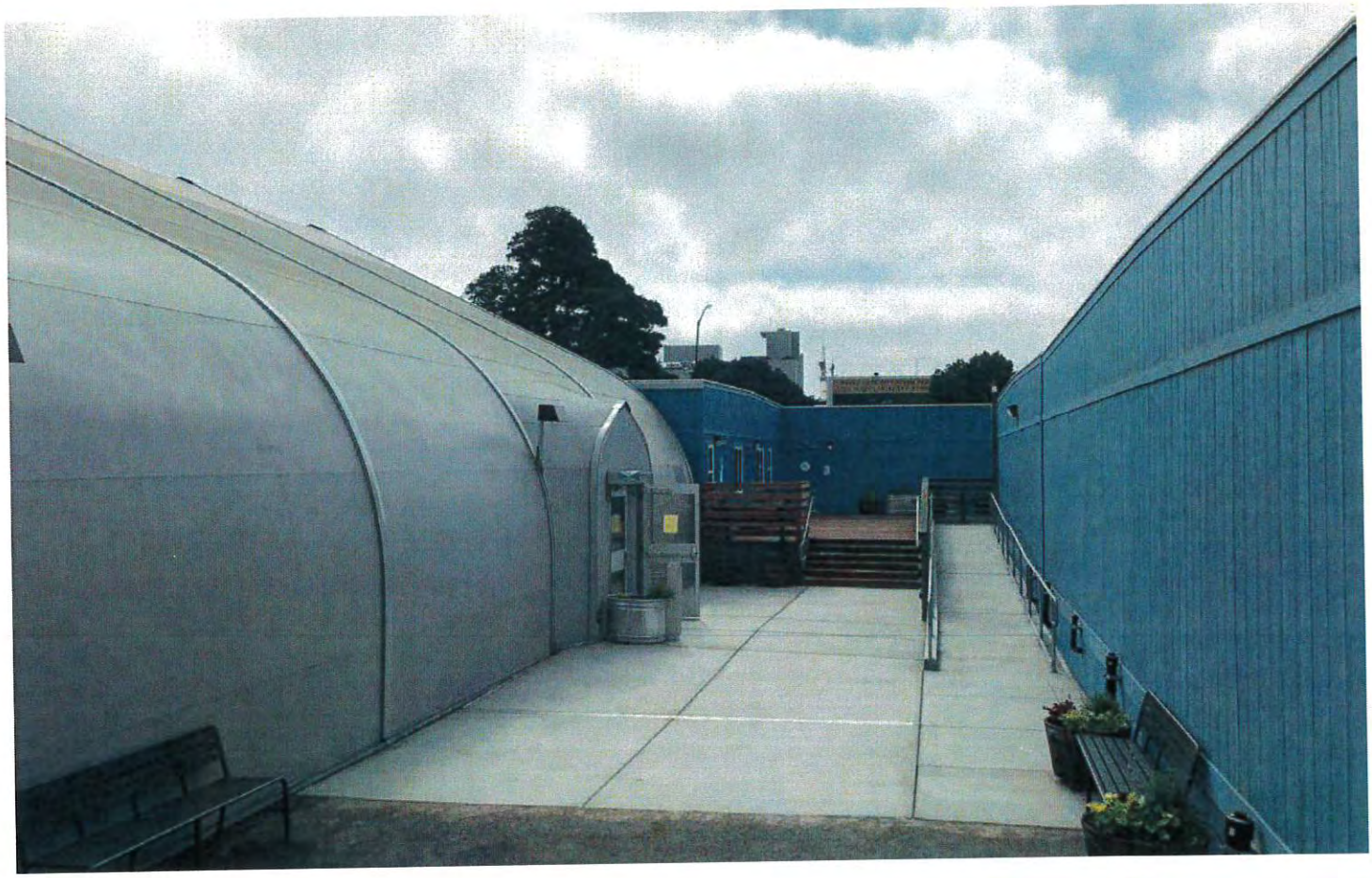
AERIAL SITE PLAN
DIVISION CIRCLE NAVIGATION CENTER | 02.09.2018



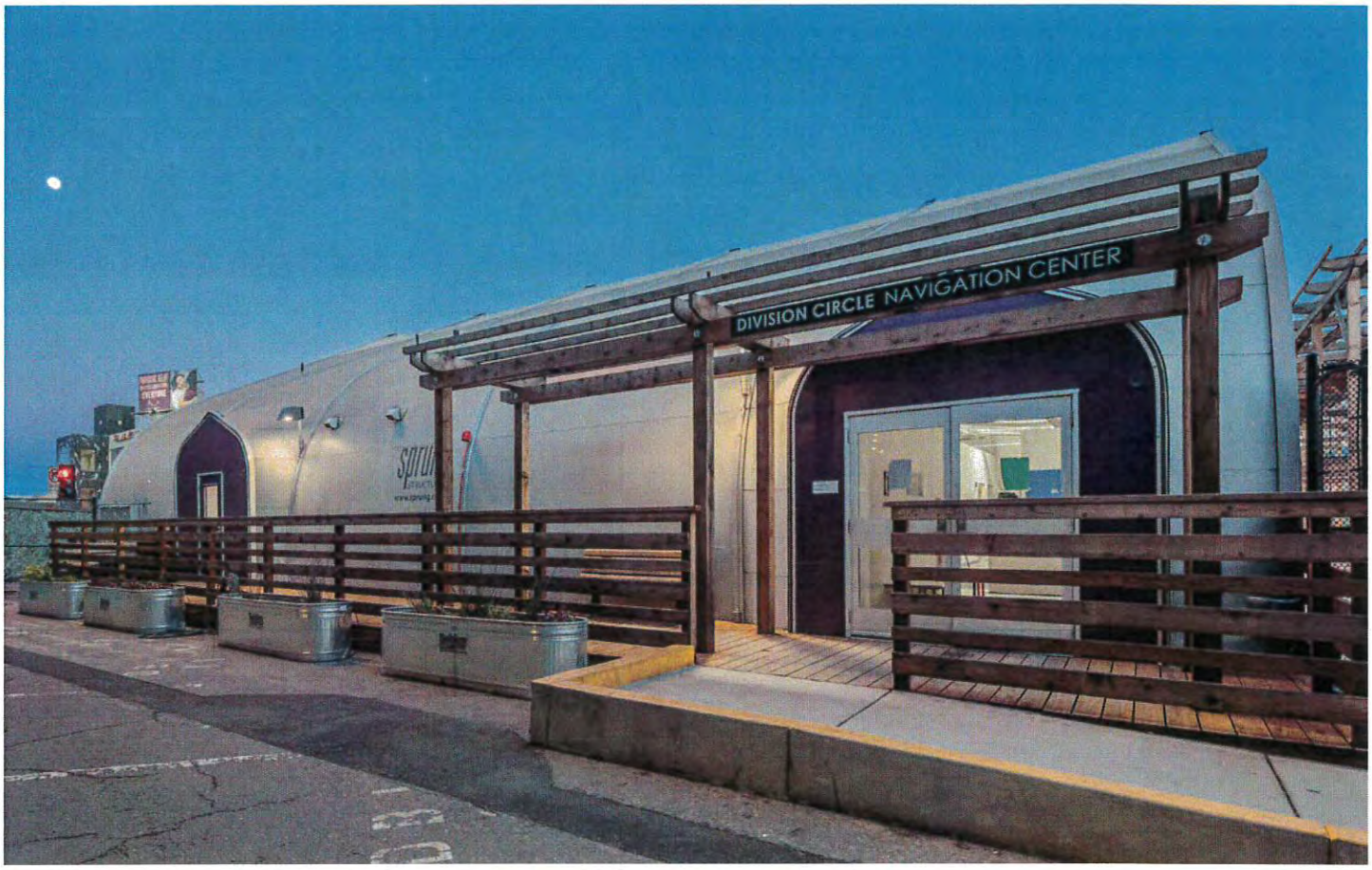
UNDER CONSTRUCTION







JUSTICE
EXIT


DIVISION CIRCLE NAVIGATION CENTER

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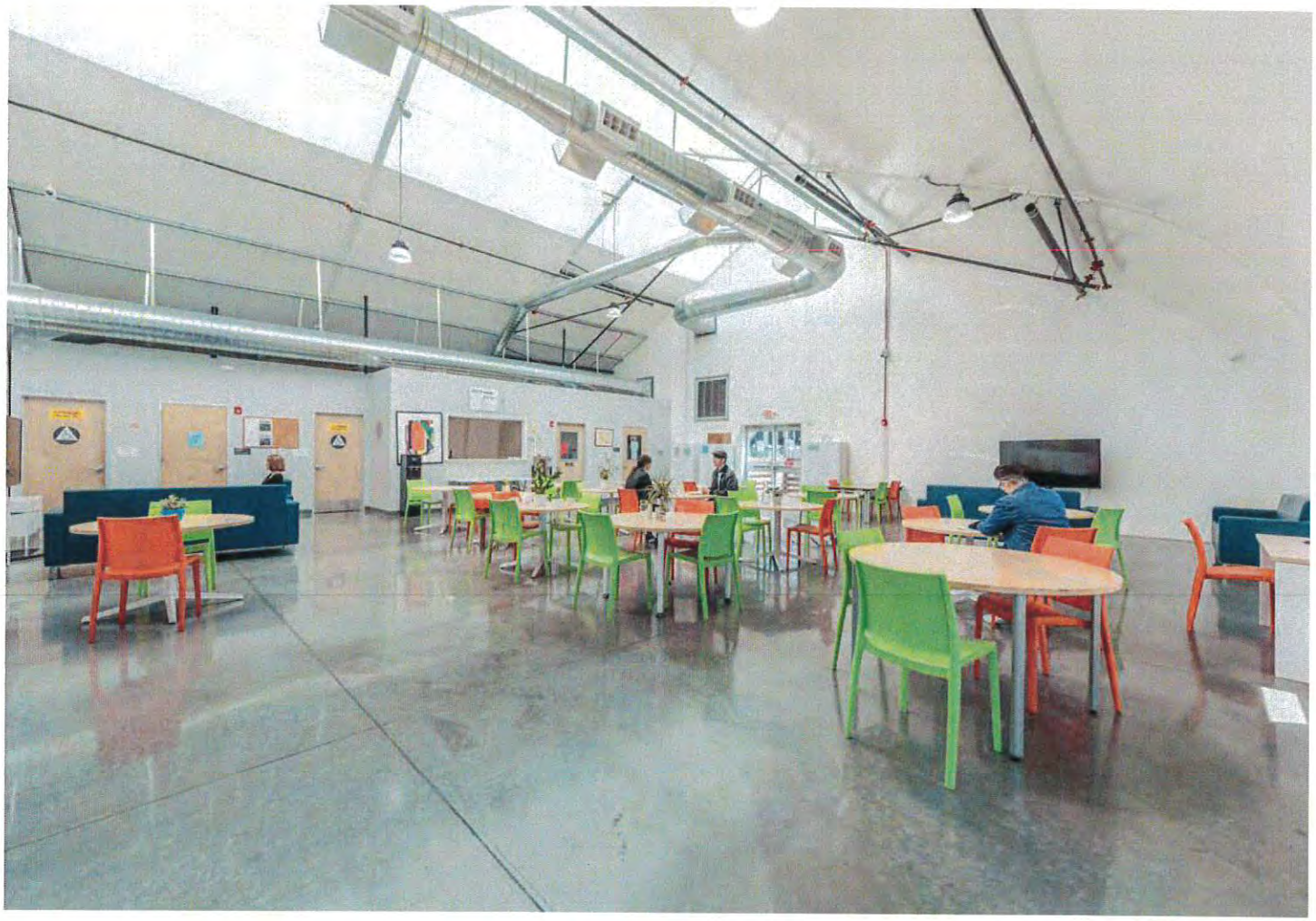


Top 5 Reasons to Choose Sprung:

1. **Immediate Delivery from Inventory –** Complete projects in a much shorter time-frame than conventional construction, helping people get off the streets and into navigation centers quickly.
2. **Limited Foundation Requirements –** With limited foundation requirements, cities can build in places conventional structures can't be built, including existing asphalt, empty lots, even open spaces, giving more options to densely populated areas.
3. **Rapid Construction Schedule –** Significantly reduce construction costs and timelines compared to conventional construction.
4. **Superior Performing Insulation System –** Save on operating and energy costs with Sprung's airtight building envelope and fully lofted fiberglass insulation system.
5. **Lease with Option to Purchase –** Ease budgeting concerns and up front costs with Sprung's convenient in-house leasing program.

Sprung Structures

For four generations, Sprung has designed solutions for every conceivable application. Inventory-ready building solutions that consistently outperform other building alternatives.

- Sprung structures can be dismantled, reconfigured, re-erected, or relocated for almost any number of applications providing future value and mitigating financial risks.
- Beyond providing all-weather shelter, Sprung structures provide bright, spacious high performance, energy efficient environments.
- Sprung has build homeless navigation centers for world class cities across North America, including Los Angeles, San Francisco, San Diego and Toronto.

Exhibit 1 - Appendix C

Stockton Salvation Army County Shelter Annual Budget

Annual Expense	Amount
Utilities: (includes gas, water, sewer, electric, pest control, trash, fire alarm, phone, internet) **	$123,540
Salaries: (includes taxes and benefits) (see attached salary breakdown for staffing)	$1,624,274.81
Overtime Expenses (industry standard of 2% of salary expenses)	$32,485.50
Food, Snacks, Coffee: $8.00 per person per day (125 people) @365 days	$365,000
Building Inspections, A/C, and Heating service parts / maintenance	$6,100
Associated training costs for emergency evacuation procedures; client confidentiality requirements; emergency procedures for medical, psychiatric, and crisis situations; First aid procedures; Cultural competency; and Shelter operational procedures.	$2,500
Cleaning Supplies: (includes hygiene, paper products, first aid, janitorial) $2.32 per pers. per day	$105,850
Sub Total	$2,259,750.31
TSA Administration Fee	$225,975.31
	$2,485,725.34

What we would like Stockton County to provide before opening of the shelter program (Modesto County provide these items for their low barrier shelter.

The County would provide 24 hour internal (1) and external (2) armed security personnel at no cost to TSA.

The County will provide Pest Control service at no cost to TSA.

The County will ensure installation of a Commercial grade and size washer and dryer at no cost to TSA.

These items are included as initial "one time" expenses/purchases:

The County will provide office computers (capable of running all applicable software for shelter operation), copier(scan, email, fax, copy) , office furniture (including desks (9), office chairs (9), tables, filing cabinets (9), conference room table, conference room chairs (10) office supplies, lobby chairs (25), 3 large flat TV's screen for Day Room Area

The County will provide Pet Crates (45)

The County will provide combination padlocks (364) for lockers and closets

The County will provide 182 Personal Storage Containers: (totes and lids)

The County will provide an external Cargo Container and associated hardware for bicycle storage

The County will provide Bathroom (Bathroom Buddy) and Floor Cleaner machines

The County will provide On-site AED First Aid Devices (purchased or leased)

Concerning 'Pets, Possessions and Partners'

'Pets': The Shelter Program will allow guest owned animals that adhere to statewide guidelines for service and support animals. (See attached form for Assistance Animals) (up to 25% of the County shelter client population (32).

'Possessions': The shelter program will provide 1 Storage bin, 1 locker and 1 lockable closet for each client as well as a lockable Storage (shipping) container for bicycles (one bicycle for each client)

'Partners': All shelter clients must agree to and adhere to behavioral guidelines. Shelter clients are prohibited from all sexual relations in the shelter or on TSA Property. Male clients have the choice of sleeping in the male dorm areas, Females can sleep in the female dorm areas and if an individual identifies as 'Other' or 'LGBTQ' they have the choice of sleeping in the Alternate Accommodations Room. Couples may also choose to sleep in the Alternate Accommodations Room however cohabitation of beds is prohibited. All beds are twin size beds and can only be occupied by one person and cannot be moved or pushed together (fire and safety code). Every attempt will be made to place couples next to each other whenever possible.

Employee Outline (Staff to Client ratio) : (minimum of 125 Emergency Shelter clients)

Shift 1: 1 front desk, 1 monitor, 1 shelter director, 1 Maintenance, 1 Janitor, 2 Case managers, 1 Kitchen Supervisor, 1 Cook Aide, 1 Security = (10)

Shift 2: 1 front desk, 2 monitor, 1 Assist- director, 1 HMIS /Intake Coordinator, 1 Case Manger, 1 Cook Aide, 2 Security = (8)

Shift 3: 1 front desk, 2 monitor, 1 Security = (4)

Location: **Stockton**

The Salvation Army

2022 Staffing Table

Shelby Account Number	Position	Full Name	Hourly or Salaried	Weeks per Year	Current Hourly Wage	Hours per Week	Planned Sal/Wage per Hour	Gross Wages	Benefit Costs: Medical 7103	Benefit Costs: Retirement 7104	Rates and Assessments Costs: FICA 7201	Rates and Assessments Costs: Worker's Comp 7203	Rates and Assessments Costs: General Liability 8403-102	Rates and Assessments Costs: Sexual Misconduct 9470	UltiPro Fee Month 8009	Total Cost
			THQ Rates - Hard Coding Amounts				2.0%		$825	10.000%	7.650%	5.120%	1.448%	0.764%	$ 15.00	
								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Corps Community Center Support								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	legal / PR	Captain Juan		52	36.00	20	$ 36.72	$ 38,188.80	$ 4,500.00	$ 3,818.88	$ 2,921.44	$ 1,955.27	$ 552.97	$ 291.76	$ 180.00	$ 52,409.13
	HR/ women support	Lt Mony		52	36	20	$ 36.72	$ 38,188.80	$ 4,500.00	$ 3,818.88	$ 2,921.44	$ 1,955.27	$ 552.97	$ 291.76	$ 180.00	$ 52,409.13
	Finance/ admn	Maria		52	20.00	20	$ 20.40	$ 21,216.00	$ 4,500.00	$ 2,121.60	$ 1,623.02	$ 1,086.26	$ 307.21	$ 162.09	$ 180.00	$ 31,196.18
							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Outreach Coordinator	Seth		52	18.00	20	$ 18.36	$ 19,094.40	$ 4,500.00	$ 1,909.44	$ 1,460.72	$ 977.63	$ 276.49	$ 145.88	$ 180.00	$ 28,544.56
							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
							Totals:	$ 116,688.00	$ 18,000.00	$ 11,668.80	$ 8,926.63	$ 5,974.43	$ 1,689.64	$ 891.50	$ 720.00	$ 164,559.00
Program 1																
----1	Shelter Director	Morning	Hourly	52	30	40	$ 30.60	$ 63,648.00	$ 9,900.00	$ 6,364.80	$ 4,869.07	$ 3,258.78	$ 921.62	$ 486.27	$ 180.00	$ 89,628.54
----2	Resident Manager	Evening	Hourly	52	15	40	$ 15.30	$ 31,824.00	$ 9,900.00	$ 3,182.40	$ 2,434.54	$ 1,629.39	$ 460.81	$ 243.14	$ 180.00	$ 49,854.27
----2	HMIS/ Intake Coordinator	Morning	Hourly	52	20	40	$ 20.40	$ 42,432.00	$ 9,900.00	$ 4,243.20	$ 3,246.05	$ 2,172.52	$ 614.42	$ 324.18	$ 180.00	$ 63,112.36
							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
----1	Kitchen Supervisor (wfd)	Morning	Hourly	52	22	40	$ 22.44	$ 46,675.20	$ 9,900.00	$ 4,667.52	$ 3,570.65	$ 2,389.77	$ 675.86	$ 356.60	$ 180.00	$ 68,415.60
							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
----1	Maintenance	Evening	Hourly	52	17	40	$ 17.34	$ 36,067.20	$ 9,900.00	$ 3,606.72	$ 2,759.14	$ 1,846.64	$ 522.25	$ 275.55	$ 180.00	$ 55,157.51
----2							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
----1	Janitor	Morning	Hourly	52	17	40	$ 17.34	$ 36,067.20	$ 9,900.00	$ 3,606.72	$ 2,759.14	$ 1,846.64	$ 522.25	$ 275.55	$ 180.00	$ 55,157.51
							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
							Program 1 Totals:	$ 256,713.60	$ 59,400.00	$ 25,671.36	$ 19,638.59	$ 13,143.74	$ 3,717.21	$ 1,961.29	$ 1,080.00	$ 381,325.79
Program 2																
----1	front desk 1	Morning	Hourly	52.0000	17.0000	40	$ 17.34	$ 36,067.20	$ 9,900.00	$ 3,606.72	$ 2,759.14	$ 1,846.64	$ 522.25	$ 275.55	$ 180.00	$ 55,157.51
----2	front desk 2	Evening	Hourly	52.0000	17	40	$ 17.34	$ 36,067.20	$ 9,900.00	$ 3,606.72	$ 2,759.14	$ 1,846.64	$ 522.25	$ 275.55	$ 180.00	$ 55,157.51
----3	front desk 3	Night	Hourly	52.0000	17	40	$ 17.34	$ 36,067.20	$ 9,900.00	$ 3,606.72	$ 2,759.14	$ 1,846.64	$ 522.25	$ 275.55	$ 180.00	$ 55,157.51
----1	Shelter Monitor	Morning	Hourly	52.0000	16	40	$ 16.32	$ 33,945.60	$ 9,900.00	$ 3,394.56	$ 2,596.84	$ 1,738.01	$ 491.53	$ 259.34	$ 180.00	$ 52,505.89
----1							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
----2	Shelter Monitor	Evening	Hourly	52.0000	16.0000	40	$ 16.32	$ 33,945.60	$ 9,900.00	$ 3,394.56	$ 2,596.84	$ 1,738.01	$ 491.53	$ 259.34	$ 180.00	$ 52,505.89
----2							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
----2	Shelter Monitor	Evening	Hourly	52.0000	16.0000	40	$ 16.32	$ 33,945.60	$ 9,900.00	$ 3,394.56	$ 2,596.84	$ 1,738.01	$ 491.53	$ 259.34	$ 180.00	$ 52,505.89
----3	Shelter Monitor	Night	Hourly	52.0000	16	40	$ 16.32	$ 33,945.60	$ 9,900.00	$ 3,394.56	$ 2,596.84	$ 1,738.01	$ 491.53	$ 259.34	$ 180.00	$ 52,505.89
----3	Shelter Monitor	Night	Hourly	52.0000	16	40	$ 16.32	$ 33,945.60	$ 9,900.00	$ 3,394.56	$ 2,596.84	$ 1,738.01	$ 491.53	$ 259.34	$ 180.00	$ 52,505.89
	Shelter Monitor/ front desk		Hourly	52.0000	16	24	$ 16.32	$ 20,367.36	$ -	$ 2,036.74	$ 1,558.10	$ 1,042.81	$ 294.92	$ 155.61	$ 180.00	$ 25,635.53
	Shelter Monitor/ front desk		Hourly	52.0000	16	24	$ 16.32	$ 20,367.36	$ -	$ 2,036.74	$ 1,558.10	$ 1,042.81	$ 294.92	$ 155.61	$ 180.00	$ 25,635.53
	Shelter Monitor/ front desk		Hourly	52.0000	16	24	$ 16.32	$ 20,367.36	$ -	$ 2,036.74	$ 1,558.10	$ 1,042.81	$ 294.92	$ 155.61	$ 180.00	$ 25,635.53
	Shelter Monitor/ front desk		Hourly	52.0000	16.0000	24	$ 16.32	$ 20,367.36	$ -	$ 2,036.74	$ 1,558.10	$ 1,042.81	$ 294.92	$ 155.61	$ 180.00	$ 25,635.53
----1	kitchen cook	Morning	Hourly	52.0000	17	40	$ 17.34	$ 36,067.20	$ 9,900.00	$ 3,606.72	$ 2,759.14	$ 1,846.64	$ 522.25	$ 275.55	$ 180.00	$ 55,157.51
----2	kitchen cook	Evening	Hourly	52.0000	17	40	$ 17.34	$ 36,067.20	$ 9,900.00	$ 3,606.72	$ 2,759.14	$ 1,846.64	$ 522.25	$ 275.55	$ 180.00	$ 55,157.51
	kitchen Aide	Partime	Hourly	52.0000	17	29	$ 17.34	$ 26,148.72	$ -	$ 2,614.87	$ 2,000.38	$ 1,338.81	$ 378.63	$ 199.78	$ 180.00	$ 32,861.19
							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
----1	Case Worker/ Men	Morning	Hourly	52.0000	18	40	$ 18.36	$ 38,188.80	$ 9,900.00	$ 3,818.88	$ 2,921.44	$ 1,955.27	$ 552.97	$ 291.76	$ 180.00	$ 57,809.13
----1	Case Worker / Women	Morning	Hourly	52.0000	18	40	$ 18.36	$ 38,188.80	$ 9,900.00	$ 3,818.88	$ 2,921.44	$ 1,955.27	$ 552.97	$ 291.76	$ 180.00	$ 57,809.13
								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
							Program 2 Totals:	$ 534,059.76	$ 118,800.00	$ 53,405.98	$ 40,855.57	$ 27,343.86	$ 7,733.19	$ 4,080.22	$ 3,060.00	$ 789,338.57
Security																
----1	Security 1	Morning	Hourly	52.0000	18.0000	40	$ 18.36	$ 38,188.80	$ 9,900.00	$ 3,818.88	$ 2,921.44	$ 1,955.27	$ 552.97	$ 291.76	$ 180.00	$ 57,809.13
----1							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
----2	Security 2	Evening	Hourly	52.0000	18.0000	40	$ 18.36	$ 38,188.80	$ 9,900.00	$ 3,818.88	$ 2,921.44	$ 1,955.27	$ 552.97	$ 291.76	$ 180.00	$ 57,809.13
----2	Security 2	Evening	Hourly	52.0000	18.0000	40	$ 18.36	$ 38,188.80	$ 9,900.00	$ 3,818.88	$ 2,921.44	$ 1,955.27	$ 552.97	$ 291.76	$ 180.00	$ 57,809.13
----3	Security 3	Night	Hourly	52.0000	18.0000	40	$ 18.36	$ 38,188.80	$ 9,900.00	$ 3,818.88	$ 2,921.44	$ 1,955.27	$ 552.97	$ 291.76	$ 180.00	$ 57,809.13
	Security	Partime	Hourly	52.0000	18.0000	16	$ 18.36	$ 15,275.52	$ -	$ 1,527.55	$ 1,168.58	$ 782.11	$ 221.19	$ 116.70	$ 180.00	$ 19,271.65
	Security	Partime	Hourly	52.0000	18.0000	16	$ 18.36	$ 15,275.52	$ -	$ 1,527.55	$ 1,168.58	$ 782.11	$ 221.19	$ 116.70	$ 180.00	$ 19,271.65
	Security	Partime	Hourly	52.0000	18.0000	16	$ 18.36	$ 15,275.52	$ -	$ 1,527.55	$ 1,168.58	$ 782.11	$ 221.19	$ 116.70	$ 180.00	$ 19,271.65
							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
							Security Totals:	$ 198,581.76	$ 39,600.00	$ 19,858.18	$ 15,191.50	$ 10,167.39	*	$ 1,517.16	$ 1,260.00	$ 286,175.99
WAGE SPLITS		**% SPLIT**			**WAGE SPLITS**				**WAGE SPLITS**					**WAGE SPLITS**		
							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Attachment A

12 May 2022

Jane Chen
Managing Member
GBM Realty, LLC
1188 S Airport Way, Stockton, CA 95205

RE: Conditional Lease for use of 1188 S. Airport Way

Dear Major John Brackenbury, M.O.L.:

As requested, this letter is to inform the City of Stockton that GBM willing negotiate a lease with the Salvation Army for ten years with a five-year renewable option for the use of my property for a transitional housing facility for the unhoused in Stockton.

We have been discussing this proposal and We will try our best to working with the Salvation Army to create a location where people can improve their situation in life with the help of support services and job training. Assuming the Salvation Army receives the funding and appropriate zoning for the project we will work together to create a binding lease.

This letter does not serve as a contract nor binds either party to a lease.

Thank you,

Jane Chen

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING THE CITY TO APPLY FOR A GRANT AWARD FROM THE COUNTY OF SAN JOAQUIN TO ACQUIRE AND DEVELOP A LOW-BARRIER SHELTER PROGRAM FOR HOMELESS INDIVIDUALS

The City of Stockton is eligible to submit a one-time capital grant request to the County of San Joaquin to support the creation of low-barrier shelter beds; and

The grant opportunity aligns with the goal of creating an additional 125 low-barrier shelter beds; now, therefore,

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

1. Hereby authorizes the City Manager to submit a request for a one-time capital grant through the County of San Joaquin in the amount of $8,116,629 to support the creation of a low-barrier shelter program for homeless individuals.

2. Authorizes an additional request to the County of San Joaquin of $1,371,450 to support the gap in operational funding.

3. Upon approval from the County, authorizes the appropriation of $3,600,000, and total County grant funds, to the Salvation Army of Stockton for daily costs associated with operating a 125-bed shelter and capital project need.

4. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED and ADOPTED June 14, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

Low-Barrier Shelter Beds Recommendation

Stockton City Council

June 14, 2022

Agenda Item 15.6

Timeline and Process

September 2021

- Council approved American Rescue Plan Act (ARPA) funding distribution
  - $12.15 million for Homelessness/Housing
  - $3.6 was approved for Low Barrier Shelter Beds

December 2021

- Council directed the City Manager to pursue $6.5 million of capital grant funds from San Joaquin County

January 2022

- Rane Community Development was contracted to assist with ARPA Homelessness Projects

March 2022

- A Notice of Request for Project Concepts and Funding Availability for Low Barrier Shelter Beds was issued.

Timeline and Process

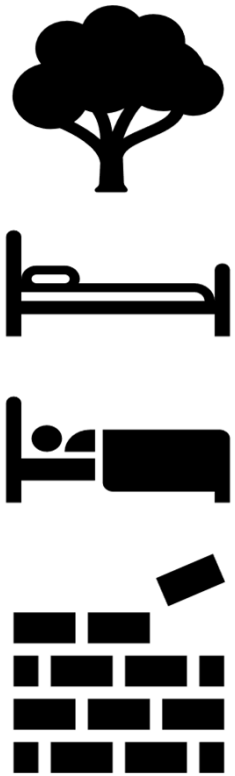
April 2022

- Four submissions were received and reviewed
- Two were deemed incomplete
- A panel of four individuals reviewed and scored the proposals
    - (1) current county Health Care Services Agency employee
    - (1) current Continuum of Care board member
    - (1) retired SJ County Behavioral Health Services' Executive Team member
    - (1) City's consultant to the Economic Development Department
- Interviews were conducted with Gospel Center Rescue Mission and Salvation Army

May 2022

- Additional information was requested from Salvation Army regarding site control and operational budget

Present Situation



800-900
Individuals are sleeping outdoors

554
Homeless shelter beds in Stockton

61%
Average occupancy rate

180
Beds under construction

Survey Results

- ✓ **Safety**
- ✓ **Welcoming**
- ✓ **Pets**
- ✓ **Partners**

Salvation Army Proposal

- One-time capital grant will be sought from San Joaquin County
- Property location: 1188 S. Airport Way, Stockton CA 95205
  - Zoned light / limited industrial (IL).
  - Permitted use, per Stockton municipal code.
  - GBM Realty, LLC -- June Chen -- Managing Partner
  - 10-year lease with an optional five-year renewal.
  - Large-paved area, a warehouse, and several smaller buildings for storage.
- Development Team
  - RPM Team (a construction management team) and G&G Builders (LGC) licensed general contractor.

Capital Budget

Estimated Costs	Amount
10-year lease (Paid up front) - 120 months at $19,000/mo.	$ 2,280,000
Construction and Renovations	$ 4,951,785
Additional Costs (11%) (permitting, fees, design, demolition, abatement, landscaping, insurance, and overhead)	$ 884,844
Total	**$8,116,629**

Operational Budget

Estimated Expenses	Annual Cost
Salaries and Benefits	$ 1,624,275
Supplies, Utilities, Trainings, Food, Hygiene, etc.	$ 635,475
Administrative Overhead	$ 225,975
Total	**$ 2,485,725**

Recommendations

1. Authorize the City Manager to submit a request for, and accept, a one-time capital grant through the County of San Joaquin in the amount of $8,116,629 to support the creation of a low-barrier shelter program for homeless individuals;

2. Authorize an additional request to the County of San Joaquin of $1,371,450 to support the gap in operational funding for the first two years of operation;

3. Upon approval from the County, authorize the appropriation of $3,600,000 of American Rescue Plan Act funds, and total County grant funds, to the Salvation Army of Stockton for daily costs associated with operating a 125-bed shelter and capital project needs; and,

4. Authorize the City Manager, or designee, to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

File #: 22-0579, **Version:** 1

APPOINTMENT TO THE STOCKTON CIVIL SERVICE/EQUAL EMPLOYMENT COMMISSION

RECOMMENDATION

Adopt a resolution appointing one member to the Civil Service Commission/Equal Employment Commission for a term commencing immediately and ending June 30, 2025.

Summary

The Civil Service Commission currently has one vacancy. The first step towards filling the stated vacancy was to recruit and engage the public to complete an application and interview. The City did and at the conclusion of the recruitment period seven applications were received and four individuals were interviewed. The interviews were recorded and broadcasted on the City's website so that they could be viewed through the archive by the members of the City Council before tonight's meeting. The second step is the City Council appointment process, which is scheduled before you this evening.

DISCUSSION

Background

Pursuant to Stockton Charter Article XXV, Sections 2502 and 2503, the City Council appoints the five -member Civil Service Commission; each term is for three years. The function of the Stockton Civil Service Commission is as follows:

- To adopt, amend or repeal rules for the Civil Service System
- To investigate either upon complaint or upon its own motion concerning any matter touching the administration of the Civil Service Commission
- To act in an advisory capacity to the City Manager on problems concerning personnel administration
- As provided by rule, to hear appeals of dismissals, demotions, or reductions submitted by any person in the competitive service. Prepare or cause to be prepared a written statement of facts, findings, and recommendations on every appeal. The effect of the Commission's recommendation in case of discharge, demotion or reduction shall be final and binding upon all parties.
- To make an annual report and such other reports as it deems desirable to the City Council covering the administration of the personnel system.

The Office of the City Clerk initiated the recruitment to fill the vacancy, which opened on April 5, 2021 and accepted applications until interviews were conducted on May 31, 2022, June 1, 2022, and June 7, 2022.

Pursuant to Council Policy Chapter 3.02, City Council and Mayoral Appointments to Boards, Commissions, and Committees, the following two-step interview and appointment process is used to fill current vacancies on boards and commissions:

1. The City Clerk conducts the initial applicant interviews, which are recorded so that the Council can view from the archive; and,
2. The Council makes the appointment at a regularly scheduled Council meeting.

The City Clerk's Office interviewed the following applicants

Virtu Arora
Christina Mambourg
Nancy Muniz
Doug Vigil

All applicants were notified of tonight's meeting; however, their attendance is not mandatory.

Present Situation

Tonight, the City Council will proceed with the following method for appointment pursuant to Council Policy Chapter 3.02:

1. From the list so provided to the Council, each Councilmember, including the Mayor, will rank the applicants for each Commissioner such that the number of applicants that each Councilmember ranks will be one number greater than the number of vacancies and/or the number of Commission members whose terms will be expiring. (This will likely avoid tie votes.) For example, if there is only one vacancy or only one term expiring, the Councilmember's first choice for appointment will be ranked with the number "2" and the Councilmember's second choice with the number "1." If because of a vacancy and/or because of an expiring term, there is more than one appointment to a Commission, the Councilmember will assign to the Councilmember's first choice the higher(est) number and lesser number(s) to the Councilmember's other choice(s). For example, if there were one vacancy and one term expiring, each Councilmember would rank three applicants, assigning the number "3" to the Councilmember's first choice, the number "2" to the Councilmember's second choice and the number "1" to the third choice.
2. After the Council has ranked the applicants, the City Clerk will tally the rankings and the applicant(s) receiving the highest number(s) would, subject to Council ratification, be appointed. If there is a tie, then the process described in A above will be repeated only as to the applicants who are tied.

   The City Clerk will present the resolution upon appointment of the individuals selected to fill the vacancy effective immediately and ending on June 30, 2025.

FINANCIAL SUMMARY

Civil Service Commissioners receive $25.00 remuneration per meeting with a monthly maximum of $150.00. Sufficient funds are available in account number 010-1621-510.01-12: Compensation Boards and Commissions, for this purpose.

Attachment A - Redacted Applications

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees

Submit Date: May 27, 2021

Profile

[redacted]
Email Address

Douglas
First Name

I
Middle Initial

Vigil
Last Name

[redacted]
Street Address

Stockton
City

CA
State

[redacted]
Postal Code

Question applies to Civil Service Commission-Equal Employment Commission Concurrent

Date of Birth

[redacted]

Ethnicity

[redacted]

Gender

[redacted]

If selected "Other," please specify.

Native American

What district do you live in? *

- [x] District 5

I declare under penalty of disqualification/termination that I have been a resident at the above address for years/months?

21

[redacted]
Primary Phone

[redacted]
Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

- (•) Yes
- ( ) No

If you have checked "No", please identify how you prefer to be contacted:

dougv209@gmail.com

[redacted] Employer

[redacted] Job Title

[redacted] Occupation

Employer Address

[redacted]

Are you currently serving on a City of Stockton Board, Commission, or Committee?

○ Yes ◉ No

Which Boards would you like to apply for?

Civil Service Commission-Equal Employment Commission Concurrent: Archived

Question applies to Cultural Heritage Board

NOTE: To the maximum extent possible, the Board shall have at least one (1) member from each of the following categories: *

☑ Member having extensive real estate experience in the City

Question applies to multiple boards

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply. *

☑ Active in community activities significant enough to confirm knowledge of issues and individuals within the community
☑ Knowledge of new artistic & design expressions
☑ Possess decision-making abilities
☑ Understanding of Ethnic/Gender Diversity
☑ Understanding of the Stockton Public Art Plan processes and implications for the City of Stockton
☑ Willingness to tolerate/promote change

I have been a resident of Stockton for at least 3 years.

◉ Yes ○ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

I'm want to volunteer my my time to the community in Stockton and I live my community and care about people well being, I am a Real Estate Agent and Loan Signing Agent Notary been working for 19 years of servicing and living in Stockton Ca. My interests involving range from local community volunteer teaching Basis Sign Language in Elementary School and Public Library. I have serve on the Boards, I'm serving on Stockton-San Joaquin Lions Club on Chair of Marketing. I been active involved on different community event, I have service on the City of Stockton Civil Service Commission and City of Stockton Mayor's Task Force on Persons on Disabilities Committee; and Cultural Heritage Board also I'm a Radio Host the Vigil Show on Sunday and Monday from 3pm to 4pm interview local community leader and nonprofit organization inclusive with Sign Language for the Deaf Community KXVS Radio, I am also interested in Public Advocacy for Disabilities Rights and Anti-Bully and Art Programs within community.

Please state the reason you would like to be a member of this board/commission.

I want to give fresh idea and new positive attitude and diversity on any board committee, hard decision making the board/commission

Have you served on an advisory group before?

◉ Yes ○ No

If yes, please explain.

Not Applicable

How did you hear about the position?

On-Line website and was encouragement to join and apply

City Council Policy 100-2 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

If yes, please explain

Not Applicable

Background Information

Upload a Resume

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

Not Applicable

Voter Registration (Questions appear if required)

Question applies to multiple boards

I consent to the City of Stockton verifying my voter registration, if required.

◉ Yes ○ No

Question applies to multiple boards

If your name, address, city or zip code are different on your voter registration, please explain and give us the correct information below:

[redacted]

Submit Application

Please identify any specialized accommodations needed for equal participation:

Deaf Interpreter

Enter Your Initials:

DV

Date Signed

05/26/2021

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees

Submit Date: Feb 10, 2022

Profile

[redacted]
Email Address

Christina
First Name

M
Middle Initial

Mambourg
Last Name

[redacted]
Street Address

Stockton
City

CA
State

[redacted]
Postal Code

Ethnicity

[redacted]

Gender

[redacted]

What district do you live in? *

☑ District 4

I declare under penalty of disqualification/termination that I have been a resident at the above address for years/months?

4/0

[redacted]
Primary Phone

[redacted]
Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

[redacted]
Employer

[redacted]
Job Title

[redacted]
Occupation

Employer Address

[redacted]

Are you currently serving on a City of Stockton Board, Commission, or Committee?

○ Yes ◉ No

Which Boards would you like to apply for?

Civil Service Commission-Equal Employment Commission Concurrent: Submitted

Question applies to Central Parking District Advisory Board

Do you own real property or are you an executive officer of a corporation that owns real property within the Central Parking District?

○ Yes ◉ No

Question applies to Central Parking District Advisory Board

Specify property address(es):

N/A

Question applies to Port Commission

Do you reside within the Port District boundary or consistent with the City General Plan boundaries, plus a one-half mile strip on either side of the Stockton Ship Channel from the Port to Disappointment Slough?

◉ Yes ○ No

Question applies to Port Commission

If so, for how long?

4 years

Question applies to multiple boards

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply. *

☑ Active in community activities significant enough to confirm knowledge of issues and individuals within the community
☑ Possess decision-making abilities
☑ Understanding of Ethnic/Gender Diversity
☑ Willingness to tolerate/promote change

I have been a resident of Stockton for at least 3 years.

○ Yes ◉ No

Question applies to San Joaquin Regional Transit District Board

Have you resided within the Transit District boundaries for at least one year?

◉ Yes ○ No

Question applies to San Joaquin Regional Transit District Board

Are you a resident of the City of Stockton?

◉ Yes ○ No

Question applies to Strong Communities Advisory Committee,Measure W Oversight Committee

Do you reside within Stockton's geographic boundary?

◉ Yes ○ No

Question applies to Strong Communities Advisory Committee,Measure W Oversight Committee

Are you an employee of any vendor, contractor or consultant doing business with the City of Stockton?

○ Yes ◉ No

Question applies to Strong Communities Advisory Committee

Are you at least 18 years of age?

◉ Yes ○ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

I am a 31 year old residing and working in the City of Stockton with my husband, Lucas, and seven year old daughter, Baylee. In May of 2020 I graduated from the University of San Francisco with a Masters in Public Administration. Since then I have continued to serve Hospice of San Joaquin to procure PPE, establish Telehealth solutions and provide more effective electronic solutions to the management and accessibility of Protected Health Information for the personnel and our patients. Though I have served this agency for nearly seven years and this work continues to be very fulfilling, my professional goal is to serve as a City Manager. To support this goal, I have been a member of the National Society Daughters of the American Revolution for six years working to promote education and patriotism in our county. Additionally, I have served as a Commissioned Notary Public and volunteered at many of the community events attended by Hospice of San Joaquin. I am a civic minded individual hopeful to serve on a City of Stockton Board, Commission or Committee where I will obtain additional experience and expertise in the support, guidance and management of our community.

Please state the reason you would like to be a member of this board/commission.

Personally, to serve the community I live and work in. Professionally, as a third generation government leader helping to give our City a progressive edge whilst promoting and developing its efficacies and efficiencies.

Have you served on an advisory group before?

◉ Yes ○ No

If yes, please explain.

I have served on a Board of Directors for the NSDAR as Recording Secretary, 2017-2018

How did you hear about the position?

I looked on the City of Stockton's website for opportunities.

City Council Policy 100-2 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

(•) Yes ( ) No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

( ) Yes (•) No

Background Information

Upload a Resume

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

( ) Yes (•) No

Voter Registration (Questions appear if required)

Question applies to multiple boards

I consent to the City of Stockton verifying my voter registration, if required.

(•) Yes ( ) No

Submit Application

Please identify any specialized accommodations needed for equal participation:

None

Enter Your Initials:

CMM

Date Signed

02/10/2022

Christina M Mambourg

Profile

[redacted]
Email Address

Nancy
First Name

T
Middle Initial

Muniz
Last Name

[redacted]
Street Address

Stockton
City

CA
State

[redacted]
Postal Code

Question applies to Civil Service Commission-Equal Employment Commission Concurrent

Date of Birth

[redacted]

Ethnicity

[redacted]

Gender

[redacted]

If selected "Other," please specify.

N/A

What district do you live in? *

☑ District 1

I declare under penalty of disqualification/termination that I have been a resident at the above address for years/months?

9

[redacted]
Primary Phone

[redacted]
Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

If you have checked "No", please identify how you prefer to be contacted:

n/a

[redacted] Employer

[redacted] Job Title

[redacted] Occupation

Employer Address

[redacted]

Are you currently serving on a City of Stockton Board, Commission, or Committee?

○ Yes ◉ No

If yes, please list

n/a

Which Boards would you like to apply for?

Civil Service Commission-Equal Employment Commission Concurrent: Submitted

Question applies to multiple boards

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply. *

☑ Active in community activities significant enough to confirm knowledge of issues and individuals within the community
☑ Possess decision-making abilities
☑ Understanding of Ethnic/Gender Diversity
☑ Understanding of the Stockton Public Art Plan processes and implications for the City of Stockton
☑ Willingness to tolerate/promote change

I have been a resident of Stockton for at least 3 years.

◉ Yes ○ No

Question applies to Strong Communities Advisory Committee,Measure W Oversight Committee

Do you reside within Stockton's geographic boundary?

◉ Yes ○ No

Question applies to Strong Communities Advisory Committee,Measure W Oversight Committee

Are you an employee of any vendor, contractor or consultant doing business with the City of Stockton?

○ Yes ◉ No

Question applies to Strong Communities Advisory Committee

Are you at least 18 years of age?

◉ Yes ○ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

My professional experience includes working with the general public population, through non-profit and community based organizations. I also have extensive experience in public service, public speaking, training and coaching teams from multiple agencies, research analysis, data reporting, and management. I hold a deep passion for helping others along with a strong commitment to serving the needs of others in the City of Stockton along with surrounding areas in San Joaquin County and cities along the Central Valley.

Please state the reason you would like to be a member of this board/commission.

I am knowledgeable with federal and state labor requirements, policy, and procedures. I strongly promote collaborating with partnering agencies in providing services for enrichment, sufficient engagement, and efficiency in any workplace establishment. I have experience with state and federal program budgets, grants, community assessments, and project contracts, community events and survey of services. I am confident that my abilities match your need to fill this vacant commission position. I look forward to possibly join your team of impressive committed individuals.

Have you served on an advisory group before?

◉ Yes ○ No

If yes, please explain.

Head Start Parent Advisory Committee 2007, MHRCET Board Member

How did you hear about the position?

City of Stockton immediate release

City Council Policy 100-2 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

If yes, please explain

n/a

Background Information

Upload a Resume

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

n/a

Voter Registration (Questions appear if required)

Question applies to multiple boards

I consent to the City of Stockton verifying my voter registration, if required.

◉ Yes ○ No

Submit Application

Please identify any specialized accommodations needed for equal participation:

None

Enter Your Initials:

NM

Date Signed

05/10/2022

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees

Submit Date: Feb 23, 2022

Profile

[redacted]
Email Address

Virtu
First Name

Arora
Last Name

[redacted]
Street Address

Stockton
City

CA
State

[redacted]
Postal Code

Ethnicity

[redacted]

Gender

[redacted]

What district do you live in? *

☑ District 4

I declare under penalty of disqualification/termination that I have been a resident at the above address for years/months?

10

[redacted]
Primary Phone

[redacted]
Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

Are you currently serving on a City of Stockton Board, Commission, or Committee?

○ Yes ◉ No

Which Boards would you like to apply for?

Civil Service Commission-Equal Employment Commission Concurrent: Submitted

Question applies to Arts Commission

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Outside of your profession, indicate what type of Arts you are active in? Select all that apply. *

- [x] Dance
- [x] Music
- [x] Theater
- [x] Photography
- [x] Visual Arts, including (but not limited to) the Public or Environmental Arts, Graphic Arts, Design, Drawing, Painting, Printmaking, Sculpture, Ceramics, and Art History\,

Question applies to Arts Commission

Are you interested in or accomplished in fund-raising?

- (•) Yes
- ( ) No

Question applies to Cultural Heritage Board

NOTE: To the maximum extent possible, the Board shall have at least one (1) member from each of the following categories: *

- [x] None

Question applies to multiple boards

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply. *

- [x] Active in community activities significant enough to confirm knowledge of issues and individuals within the community
- [x] Activist for the Visual Environment, Public Art, or Regional/National Individual Artists' work

I have been a resident of Stockton for at least 3 years.

- (•) Yes
- ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

I have been a resident of city of Stockton for 22 years and have been involved in community service ever since. Now, with children in college, i can share the time and experience needed for a city position and give back to the society/ community I live in.

Please state the reason you would like to be a member of this board/commission.

I have been a resident of city of Stockton for 22 years and have been involved in community service ever since. Now, with children in college, i can share the time and experience needed for a city position and give back to the society/ community I live in.

Have you served on an advisory group before?

○ Yes ◉ No

How did you hear about the position?

website

City Council Policy 100-2 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

Background Information

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

Voter Registration (Questions appear if required)

Question applies to multiple boards

I consent to the City of Stockton verifying my voter registration, if required.

◉ Yes ○ No

Submit Application

Enter Your Initials:

va

Date Signed

2/23/2022

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPOINTING ONE MEMBER TO THE STOCKTON CIVIL SERVICE/EQUAL EMPLOYMENT COMMISSION

There is one vacancy on the Stockton Civil Service/Equal Employment Commission due to a commissioner resignation now, therefore

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

The City Council hereby appoints_____ to serve on the Stockton Civil Service/Equal Employment Commission for a term commencing immediately and ending June 30, 2025

PASSED, APPROVED, and ADOPTED June 14, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

File #: 22-0436, **Version:** 1

ADOPT THE BUDGET FOR THE FISCAL YEAR 2022-23 CENTRAL STOCKTON LIGHTING MAINTENANCE ASSESSMENT DISTRICT

RECOMMENDATION

This public hearing is to consider public comments and testimony regarding the Fiscal Year (FY) 2022-23 Central Stockton Lighting Maintenance Assessment District (District) Annual Engineer's Report, budget, and levy of assessments.

After the public hearing, if owners of more than 50 percent of the area of assessable lands within the District have not protested the proposed levy of annual maintenance assessments, it is recommended that the City Council adopt a resolution to:

1. Overrule any and all protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in the District in each zone.

2. Approve and adopt the District's Annual Engineer's Report for the FY 2022-23 containing the budget for each zone and confirm and levy the assessments for each zone as set forth in the Annual Engineer's Report.

3. Certify that the special assessment(s), fee(s), or charge(s) to be placed on the FY 2022-23 Secured Property Tax bill by the City of Stockton are certified to meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. Confirm that the assessments of the annual amount of costs and expenses for the maintenance and operation of the improvements upon the assessable lands in the District, as contained in the Annual Engineer's Report, shall be levied and collected for FY 2022-23. The assessments are in compliance with all laws pertaining to the levy of the annual assessment (State of California Streets and Highways Code Section 22500). The assessments are levied without regard to property valuation. The purpose of the assessments is to pay the costs and expenses for administration, maintenance, and operation of the Central Stockton Lighting Maintenance Assessment District, Zone 4, Oxford Manor.

5. Authorize the City Manager or designee, on behalf of the City Clerk, to file the assessments or a copy thereof certified by the City Clerk with the San Joaquin County Auditor and cause the assessments to be entered on the 2022-23 tax roll for the parcels in the District, Zone 4, Oxford Manor, as set forth in the Annual Engineer's Report on file with the City Clerk.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Summary

This public hearing is to consider public comments and testimony regarding the FY 2022-23 District's Annual Engineer's Report, budget, and levy of assessments. The Landscaping and Lighting Act of 1972 (Act), under which the District was formed, requires this public hearing and approval of the Annual Engineer's Report, budget, and levy of assessments. The FY 2022-23 Annual Engineer's Report for the District, which contains the budget, assessment amounts, and description of improvements eligible to be maintained, is on file with the City Clerk and is available for online viewing at:
2022-23_Central_Stockton_Lighting_Engineers_Report.pdf (stocktonca.gov)
<http://www.stocktonca.gov/files/2022-23_Central_Stockton_Lighting_Engineers_Report.pdf>

The District levies assessments to fund maintenance of specialty streetlights in the Oxford Manor area (Attachment A). All funds generated from the assessments in the Oxford Manor zone can only be used for specific work in that zone.

The assessment formula provides for an annual escalator to the maximum allowable assessment and for adjusting the actual assessment. It is recommended that the FY 2022-23 maximum assessment be increased per the formula at the regional Consumer Price Index (CPI) of 5.2 percent. It is further recommended that the actual FY 2022-23 assessment increase by 7.12 percent over the FY 2021-22 assessment to adjust for inflation and track with the national CPI rate. This recommendation is a result of a comprehensive review and evaluation of current maintenance expenditures, long-term capital needs, and available reserves.

The recommended resolution overrules any and all protests; approves and adopts the District's Annual Engineer's Report for the FY 2022-23 containing the budget, and confirms and levies the assessments as set forth in the Annual Engineer's Report; certifies that the assessments meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution; confirms that the assessments are in compliance with State of California Streets and Highways Code Section 22500, that the assessments are levied without regard to property valuation, and that the assessments are to fund maintenance of streetlights in public rights-of-way; authorizes and directs the City Manager or designee to execute all documents, including, but not limited to, agreements and amendments; and authorizes the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the resolution.

DISCUSSION

Background

The City operates and maintains approximately 19,000 streetlights. In most areas of the City, the cost of operating and maintaining streetlights is funded from the Measure K Fund. However, in the area of central Stockton, a special street lighting District was formed to provide enhanced lighting. The enhanced lighting consists of more lights per block than a standard design would require and more expensive, non-standard poles and fixtures.

The District was formed in 2011 after achieving a passing vote in a voting process established by

Proposition 218. This process requires all benefiting property owners to be given the opportunity to vote on the establishment of a maintenance assessment district. For an assessment district to be established, a majority of the votes cast must be in favor. The District consists of 278 non-City standard streetlights in the Oxford Manor area (Attachment A) and allows for assessments to be collected for the special benefit received as a result of the non-standard street lighting. The general benefit portion is included in the Public Works Operating budget.

The District sets annual assessments collected by the County with annual property taxes on each taxable parcel contained within the District. These annual assessments provide funding for operation, electricity, maintenance, and other administrative costs associated with the specialty lighting system, including preparing an Annual Engineer's Report and assessment roll. The Annual Engineer's Report contains the District's budget. The budget details the maintenance and administrative costs for the Oxford Manor zone.

The special benefit received by each parcel is directly proportional to the Linear Front Footage (LFF) of each parcel fronting the enhanced lighting corridor or street. Therefore, the assessment per parcel was determined by first defining a "Unit Assessment Rate" (dollars per LFF) for the Oxford Manor zone. This assessment rate was calculated by dividing the total special benefit cost in the zone by the total LFF of the zone. This Unit Assessment Rate (dollars per LFF) was then multiplied by each parcel's LFF to determine the special benefit assessment for each parcel. The actual FY 2021-22 LFF assessment rate was $0.287868. The maximum FY 2021-22 LFF assessment rate was $0.574687.

The District assessment was approved with an annual escalator. The escalator is the greater of three percent or the increase in the San Francisco-Oakland-Hayward All Urban CPI. The escalator allows the assessment, when necessary, to keep pace with inflation without having to go through the time and expense to ballot the property owners. The maximum allowable assessment annually adjusts by the CPI, while the actual assessment needed to cover a zone's expenses is determined based on the estimated expenses for the fiscal year. The annual increase in calendar year 2021 of the San Francisco-Oakland-Hayward All Urban CPI was 5.2 percent. Therefore, the maximum escalator that can be applied to the maximum allowable assessment for FY 2022-23 is 5.2 percent. The maximum allowable assessment has been increased by the maximum allowable escalator each year since the District was formed.

On April 19, 2022, Council adopted Resolution No. 2022-04-19-1207, which preliminarily approved and confirmed the FY 2022-23 Annual Engineer's Report, the proposed actual assessments, set a public hearing for June 14, 2022, and authorized the City Clerk to publish notice of the public hearing. The Annual Engineer's Report contains the budget, proposed assessment amounts, and a complete description of improvements eligible to be maintained. The Annual Engineer's Report is on file with the City Clerk.

Present Situation

A summary of the proposed FY 2022-23 budget for the District (Attachment B) is contained within the Annual Engineer's Report, which is on file with the City Clerk. The budgeted expenditures include energy use, bulb replacements, administration, replacement reserves, general maintenance, re-painting, knockdowns, and contingency. Funding for expenditures is from assessments levied on the properties within the District and Public Works Operating budget.

The total proposed FY 2022-23 cost of the Oxford Manor lighting is $56,276, which is an increase of $3,737.38 from FY 2021-22. The increase is attributable to anticipated increases in utility costs and costs to replace potential pole knockdowns due to vehicle collisions, and the recommendation to increase the actual FY 2022-23 assessment by 7.12 percent to adjust for inflation and track with the national CPI. Since the reserve is fully funded and growing, an appropriation from the reserve of $4,148.02 is proposed. The actual FY 2022-23 assessment rate is proposed to be $0.3080865 per LFF. The maximum assessment rate is recommended to be increased the allowed 5.20 percent to $0.604571992 per LFF.

At the end of each fiscal year, any unexpended funds are returned to the District's reserve, which can be used to fund major repairs, such as wire and/or conduit replacement, foundation replacements, or other major repair or improvement.

The District was established with the expectation that long-term refurbishment and gradual replacement of equipment would be accomplished utilizing a combination of operating and reserve funds. The reserve was reviewed and determined to be adequate. The District currently generates sufficient revenue for regular operation and has adequate reserves, so no change to the current assessment is in order.

The FY 2022-23 Annual Engineer's Report for the District, which contains the budget, assessment amounts for each property, and a description of improvements eligible to be maintained, is on file with the City Clerk. The assessments fund the special benefit of 278 non-standard streetlights within the District.

After the public hearing, if owners of more than 50 percent of the area of assessable lands within the District have not protested the proposed levy of annual maintenance assessments, it is recommended that the City Council adopt a resolution to:

1. Overrule any and all protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in the District in each zone.

2. Approve and adopt the District's Annual Engineer's Report for the FY 2022-23 containing the budget for each zone and confirm and levy the assessments for each zone as set forth in the Annual Engineer's Report.

3. Certify that the special assessment(s), fee(s), or charge(s) to be placed on the FY 2022-23 Secured Property Tax bill by the City of Stockton are certified to meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. Confirm that the assessments of the annual amount of costs and expenses for the maintenance and operation of the improvements upon the assessable lands in the District, as contained in the Annual Engineer's Report, shall be levied and collected for FY 2022-23. The assessments are in compliance with all laws pertaining to the levy of the annual assessment (State of California Streets and Highways Code Section 22500). The assessments are levied without regard to property valuation. The purpose of the assessments is to pay the costs and

expenses for administration, maintenance, and operation of the Central Stockton Lighting Maintenance Assessment District, Zone 4, Oxford Manor.

5. Authorize the City Manager or designee, on behalf of the City Clerk, to file the assessments or a copy thereof certified by the City Clerk with the San Joaquin County Auditor and cause the assessments to be entered on the 2022-23 tax roll for the parcels in the District, Zone 4, Oxford Manor, as set forth in the Annual Engineer's Report on file with the City Clerk.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Public Notification

Notice of the Public Hearing was published in The Record on June 4, 2022. The notice is required to be published a minimum of 10 days prior to the public hearing.

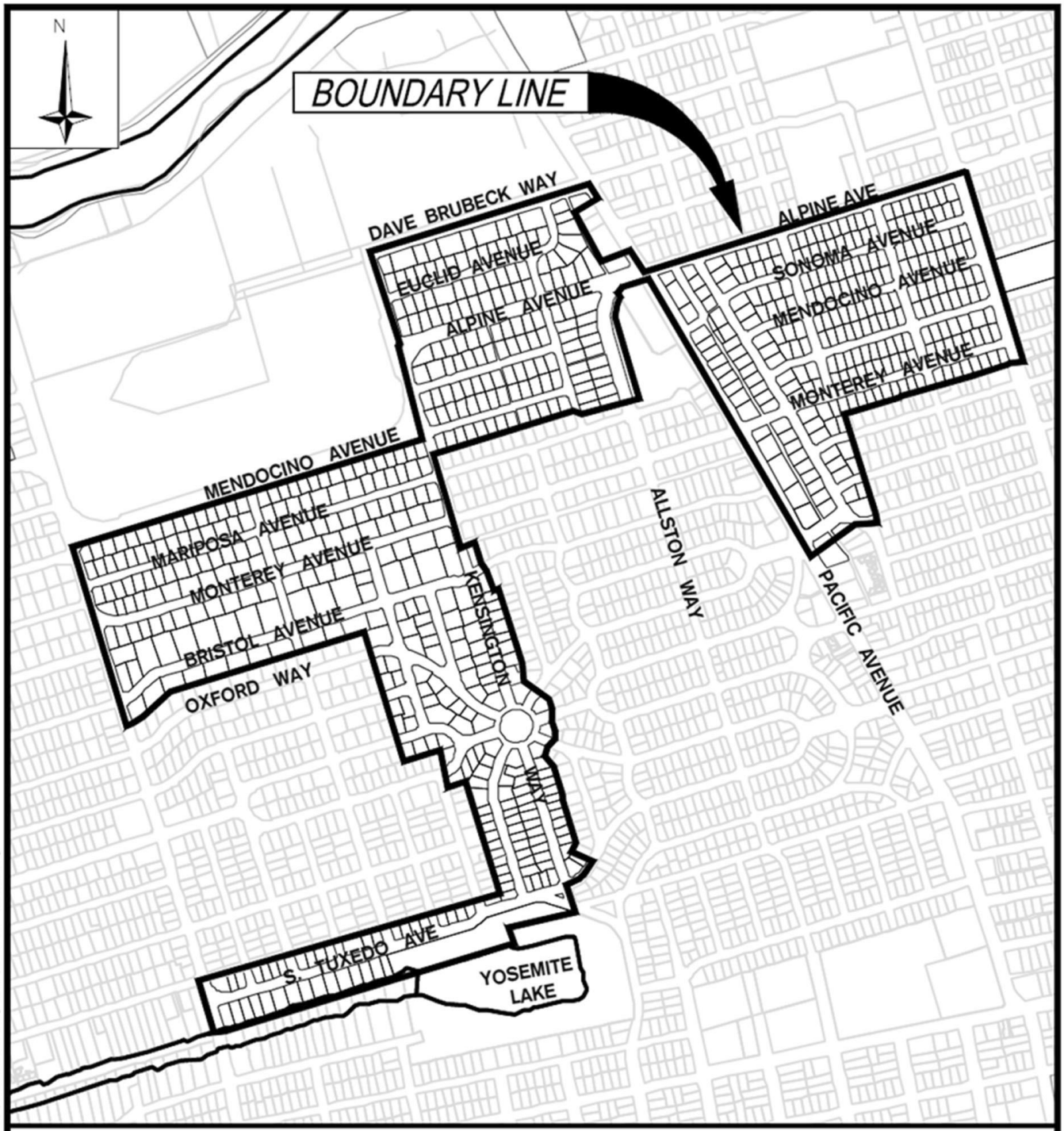
FINANCIAL SUMMARY

Total Proposed FY 2022-23 Assessments	$16,923.76
Total Proposed FY 2022-23 Appropriation from Reserves	$4,148.02
TOTAL PROPOSED FY 2022-23 SPECIAL BENEFIT BUDGET (FUND 270-001)	$21,071.78

Assessments are collected to fund the special benefit costs received by the properties in the District and held in a separate fund (Fund 270-001) for this purpose. Funds for the general benefit costs will be presented to Council for consideration during the normal budget process for the FY 2022-23 and are estimated to be $35,204.22.

There is no impact to the City's General Fund or any other unrestricted fund as a result of taking the recommended actions.

Attachment A - Map of Central Stockton Lighting Maintenance Assessment District (Zone 4, Oxford Manor)
Attachment B - Proposed FY 2022-23 Budget



SIEGFRIED

LEGEND:

BOUNDARY LINE

PARCEL LINE

EXHIBIT A-4

CENTRAL STOCKTON LIGHTING MAINTENANCE ASSESSMENT DISTRICT

OXFORD MANOR ASSESSMENT DIAGRAM

DWG. BY	SIEGFRIED	CITY OF STOCKTON DEPARTMENT OF PUBLIC WORKS	DATE	DRAWING NO.
SCALE	NTS		4 / 20 / 2011	

F:\11cad\11137 COS Lighting Dist 74 and 75\civil\Assessment Diagrams\Zone A4-Oxford.dwg

Central Stockton Lighting Maintenance Assessment District, Oxford Manor Area Budget

Fiscal Year 2022-2023

					Dept/Division Activity.Elem-Obj	071-6803 OXFORD MANOR
OPERATION AND MAINTENANCE COSTS OXFORD MANOR LIGHTING						
Painting (278 Fixtures @ $300/fixture once every 10 years)					540.20-25	$0.00
Knockdown Repair/Replacement; assumes 1 knockdown per year is assumed, cost represents one known down					540.20-25	$14,354.08
Bulb Replacement and General Maintenance (278 lights @ 5 year bulb life @ $22.66/bulb)					540.20-25	$1,259.72
Cost of Energy						
Wattage	Voltage	Count	Cost/YR FY 22-23	Cost/YR FY 21-22		Total Energy
100 W	120	274	$109.08	$101.84	540.20-11	$29,887.92
150 W	120	2	$159.90	$149.28	540.20-11	$319.80
200 W	240	2	$215.82	$201.48	540.20-11	$431.64
Total Energy					540.20-11	$30,639.36
ESTIMATED OPERATION AND MAINTENANCE COSTS						**$46,253.16**
DISTRICT ADMINISTRATION COSTS						
Engineering Services					540.20-61	$2,678.00
City Administration					540.10-	$1,419.34
Publicity/Advertising/Publication/Legal Notice					540.20-52	$482.04
Processing Fees/County Administration					540.20-57	$327.46
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES						**$4,906.84**
Subtotal (Est. O&M Costs + Est. Admin. Costs)						**$51,160.00**
Contingency; ±10%					540.40-98	$5,116.00
TOTAL ESTIMATED COST OF OXFORD MANOR LIGHTING						**$56,276.00**
GENERAL BENEFIT VALUE, Value determined on 170 lights if lights in the area were installed per City Standard						
General Benefit of Knockdowns for Standard Fixtures (Assumes standard 30 foot galvanized pole; 1 knockdown per year)					.20-25	$12,688.36
General Benefit of bulb Replacements (Assume 170 lights at City Standard spacing @ 5 year bulb life @ $22.68/bulb)					.20-25	$771.26
General Benefit of Cost of Energy						
Wattage	Voltage	Number of Lights	Cost/YR FY 22-23	Cost/YR FY 21-22		Total Energy
100 W	120	170	$109.08	$101.84	.20-11	$18,543.60
Subtotal General Benefit Value						$32,003.22
Contingency; ±10%						$3,201.00
TOTAL ESTIMATED GENERAL BENEFIT VALUE						**$35,204.22**
ESTIMATED SPECIAL BENEFIT VALUE TO OXFORD MANOR Difference between "Oxford Manor Lighting" and "General Benefit Value"						**$21,071.78**
APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS						**$4,148.02**
2022-23 TOTAL AMOUNT TO BE ASSESSED (Total Est. Cost of Oxford Manor Lighting - Total Est. General Benefit - Approp. From Res.)						**$16,923.76**
Total Oxford Manor Assessable Linear Frontage Footage (LFF)						54,931.84
Proposed Actual 2022-23 LFF Unit Assessment Rate (Total Amount To Be Assessed/Assessable LFF)						**$0.308086531**

2022-2023 Proposed Potential per LFF Assessment	$0.308086531
2022-2023 Max. Possible per LFF Assessment	$0.604571992

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION OVERRULING ANY AND ALL PROTESTS, ADOPTING THE ANNUAL ENGINEER'S REPORT FOR FISCAL YEAR 2022-23, APPROVING THE BUDGET FOR EACH ZONE, CERTIFYING COMPLIANCE WITH THE REQUIREMENTS OF PROPOSITION 218 AND THE STATE OF CALIFORNIA STREETS AND HIGHWAYS CODE, AND CONFIRMING AND LEVYING ASSESSMENTS FOR THE CENTRAL STOCKTON LIGHTING MAINTENANCE ASSESSMENT DISTRICT

On April 19, 2022, the City Council of the City of Stockton adopted Resolution No. 2022-04-19-1207 to preliminarily approve the Annual Engineer's Report for the Fiscal Year (FY) 2022-23 (the "Annual Engineer's Report"), to provide preliminary approval of the proposed budget, and to set a public hearing for the Central Stockton Lighting Maintenance Assessment District (the "District"), pursuant to the Landscaping and Lighting Act of 1972; and

The only zone currently in the District is Zone 4, Oxford Manor, which currently comprises the entirety of the District subject to an annual assessment; and

Notice of the public hearing that was held on June 14, 2022, was duly and regularly published in *The Record*, in the time, form, and manner required by law as evidenced by the declaration on file with the City Clerk; and

At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the Annual Engineer's Report, to the maximum annual assessment, the actual FY 2022-23 assessment, to the proposed budget, or to the proposed method and proportion of assessment, either in writing or orally, and this City Council has considered each protest, if any, and all matters and things pertaining to the Annual Engineer's Report were fully heard and considered by this Council; now, therefore,

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

1. Protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in Zone 4, Oxford Manor, have not been made by the owners of the area of assessable lands subject to more than 50 percent of the total proposed levy of assessments within the District (Zone 4, Oxford Manor), and any and all protests or objections are overruled.

2. The Annual Engineer's Report for the District on file with the City Clerk for FY 2022-23, which includes the budget for Zone 4, Oxford Manor, is approved and

adopted as the method of assessment for Zone 4, Oxford Manor, to be used to pay the costs and expenses for administration, maintenance, and operation.

3. The Council certifies that the special assessment(s), fee(s), or charge(s) as contained in the Annual Engineer's Report and to be placed on the FY 2022-23 Secured Property Tax bill by the City of Stockton are certified to meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. The assessments of the annual amount of costs and expenses for the maintenance and operation of the improvements upon the assessable lands in the District, as contained in the Annual Engineer's Report, are hereby approved and confirmed and shall be levied and collected for FY 2022-23. The assessments comply with all laws pertaining to the levy of the annual assessment (California Streets and Highways Code § 22500). The assessments are levied without regard to property valuation. The purpose of the assessments is to pay the costs and expenses for administration, maintenance, and operation of the Central Stockton Lighting Maintenance Assessment District, Zone 4, Oxford Manor.

5. The City Manager or designee, on behalf of the City Clerk, is hereby directed to file the assessments or a copy thereof certified by the City Clerk or other City official with the San Joaquin County Auditor and cause the assessments to be entered on the FY 2022-23 tax roll for the parcels in the District and each Zone within the District as set forth in the Annual Engineer's Report on file with the City Clerk.

6. The City Manager or designee is hereby authorized and directed to execute all documents, including, but not limited to, agreements and amendments.

7. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 14, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

CENTRAL STOCKTON LIGHTING MAINTENANCE ASSESSMENT DISTRICT

FY 2022-23 Annual Engineer's Report
Public Hearing

Public Works Department
June 14, 2022
Item No. 16.1

Central Stockton Lighting Maintenance Assessment District

- District established to fund increased costs to maintain 278 total decorative streetlights that exceed City standard
- Operation and Maintenance funded:
  - Electricity
  - Replace Broken Fixtures
  - Replace Burned Out Bulbs
  - Re-paint Poles
  - Replace Damaged or Knocked Down Poles
  - Administration

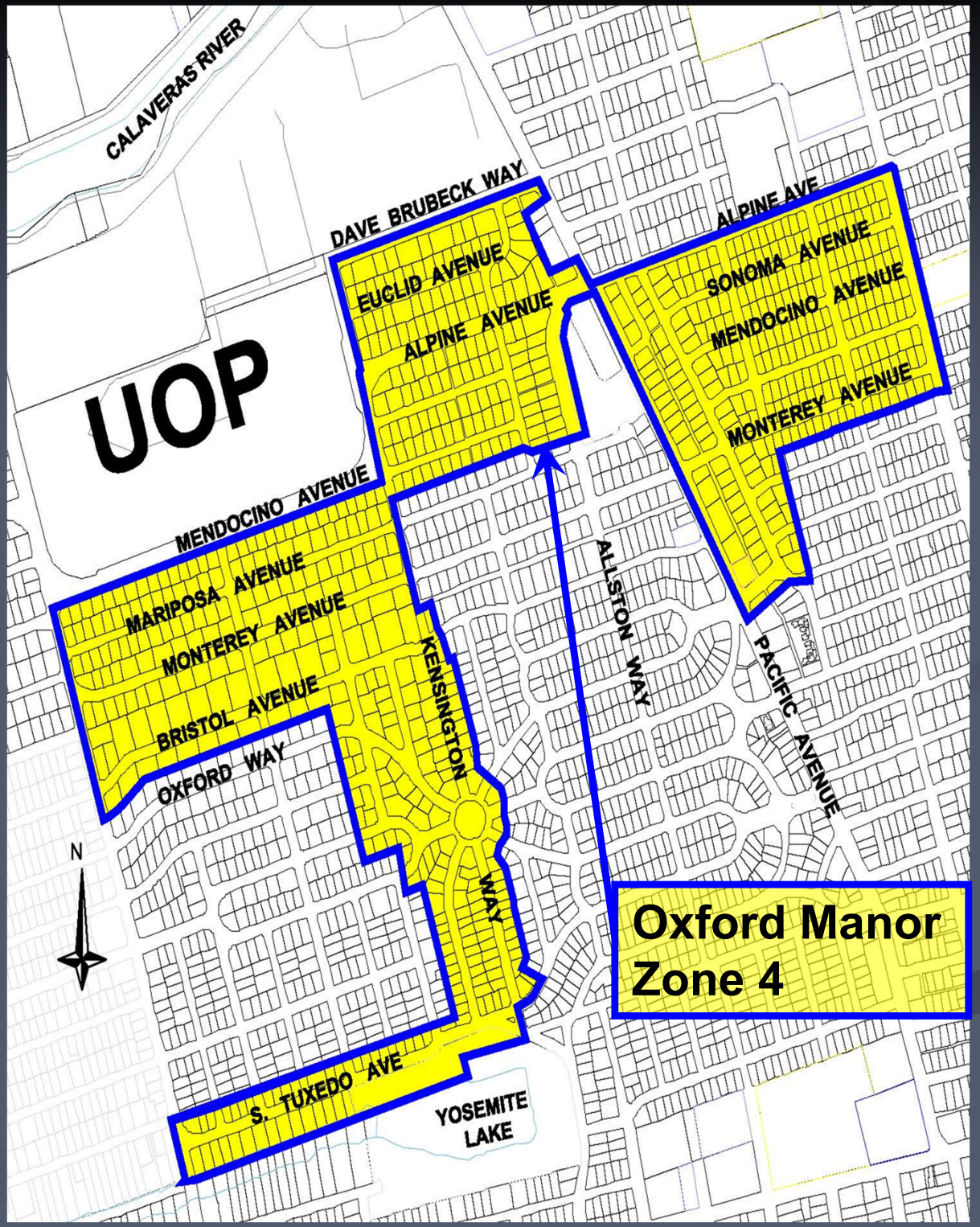
Central Stockton Lighting Maintenance Assessment District

- Each year Council adopts the following:
  - Engineer's Report
  - Maximum Allowable Assessment
  - Annual Budget/Actual Assessment
- Provides funding for:
  - Operation, maintenance, and preparation of an annual Engineer's Report and tax rolls; legal review; collection of assessments on San Joaquin County property taxes and City administration

Maximum Allowable
vs
Actual Assessments

- Original Engineer's Report approved by landowner ballot – allows for annual Cost of Living Adjustment
- Approves annual maximum allowable, but collects only what is needed for anticipated operational costs
- Allows for unanticipated emergencies – to collect only if necessary

CENTRAL STOCKTON LIGHTING MAINTENANCE ASSESSMENT DISTRICT



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Annual Assessment

- Assessment based on parcel street frontage
- FY 2022-23 Maximum Assessment Adjustment: 5.20%
  - Based on San-Francisco-Oakland-Hayward All Urban Consumers Price Index per original criteria
- FY 2022-23 Maximum Assessment $0.6045719 /Frontage Foot
- FY 2022-23 Actual Assessment Adjustment: 7.12%
- FY 2022-23 Actual Assessment: $0.3080865/Frontage Foot
- Actual Assessment for typical 50 Foot Lot: $15.40

FY 2022-23 Budget

Zone No.	Zone Name	Proposed Unit Assessment Rate (per Linear Frontage Foot)	Proposed Budget (Actual Assessment)	Proposed Maximum Allowable Assessment
4	Oxford Manor	$0.3080865	$16,923.76	$33,210.25

Recommended Actions

- Overrule all public hearing protests
- Approve and adopt:
  - Central Stockton Lighting Maintenance Assessment District Annual Engineer's Report
  - Maximum Allowable Assessment
  - Annual Budget/Actual Assessment for each Zone of the District
- Confirm and levy assessment for each Zone

File #: 22-0437, **Version:** 1

ADOPT THE BUDGET FOR THE FISCAL YEAR 2022-23 STOCKTON CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 96-2

RECOMMENDATION

This public hearing is to consider public comments and testimony regarding the Fiscal Year (FY) 2022-23 Stockton Consolidated Landscape Maintenance Assessment District No. 96-2 (Consolidated Landscape District) Annual Engineer's Report, budget, and levy of assessments.

After the public hearing, if owners of more than 50 percent of the area of assessable lands within the Consolidated Landscape District have not protested the proposed levy of annual maintenance assessments, it is recommended that the City Council adopt a resolution to:

1. Overrule any and all protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in the Consolidated Landscape District in each zone.

2. Approve and adopt the Consolidated Landscape District's Annual Engineer's Report for the FY 2022-23 containing the budget for each zone and confirm and levy the assessments for each zone as set forth in the Annual Engineer's Report.

3. Certify that the special assessment(s), fee(s), or charge(s) to be placed on the FY 2022-23 Secured Property Tax bill by the City of Stockton are certified to meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. Confirm that the assessments of the annual amount of costs and expenses for the maintenance and operation of the improvements upon the assessable lands in the Consolidated Landscape District, as contained in the Annual Engineer's Report, shall be levied and collected for FY 2022-23. The assessments are in compliance with all laws pertaining to the levy of the annual assessment (State of California Streets and Highways Code Section 22500). The assessments are levied without regard to property valuation. The purpose of the assessments is to pay the costs and expenses for maintenance and operation of public parks and landscape improvements in public rights-of-way and public open spaces.

5. Authorize the City Manager or designee, on behalf of the City Clerk, to file the assessments or a copy thereof certified by the City Clerk with the San Joaquin County Auditor and cause the assessments to be entered on the 2022-23 tax roll for the parcels in the Consolidated Landscape District and each zone within the Consolidated Landscape District as set forth in the Annual Engineer's Report on file with the City Clerk.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Summary

This public hearing is to consider public comments and testimony regarding the FY 2022-23 Consolidated Landscape District's Annual Engineer's Report, budget, and levy of assessments. The Landscaping and Lighting Act of 1972 (Act), under which the Consolidated Landscape District was formed, requires this public hearing and approval of the Annual Engineer's Report, budget, and levy of assessments. The FY 2022-23 Annual Engineer's Report for the Consolidated Landscape District, which contains the budget, assessment amounts, and description of improvements eligible to be maintained, is on file with the City Clerk and is available for online viewing at: <http://www.stocktonca.gov/files/Consolidated_Landscape_Maintenance_Assessment_District_No-_96-2_Annual_Engineers_Reort_FY22-232022-2.pdf>

The Consolidated Landscape District levies assessments to fund maintenance of public parks, landscape improvements, and streetlights in public rights-of-way and public open spaces in 27 zones across the City. All funds generated from the assessments for each zone can only be used for specific work in that zone.

The assessments for seven zones of the Consolidated Landscape District are fixed and cannot be increased without approval by a majority of the property owners. For FY 2022-23, it is required and recommended the actual assessment, which is at the maximum, remain the same as FY 2021-22 for the seven zones with fixed assessments.

The assessment formula for the remaining 20 zones where assessments are levied provides an annual escalator to the maximum allowable assessment and adjusts the actual assessment. It is recommended that the FY 2022-23 maximum assessment be increased per the formula. It is further recommended that the actual FY 2022-23 assessment increase by a similar escalator over the FY 2021-22 assessment in all 20 zones. This recommendation is a result of a comprehensive review and evaluation of current maintenance expenditures, long-term capital needs, available reserves, and rapid inflation.

The recommended resolution overrules any and all protests; approves and adopts the Consolidated Landscape District's Annual Engineer's Report for the FY 2022-23 containing the budget for each zone; confirms and levies the assessments for each zone as set forth in the Annual Engineer's Report; certifies that the assessments meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution; confirms that the assessments are in compliance with State of California Streets and Highways Code Section 22500, that the assessments are levied without regard to property valuation, and that the assessments are to fund maintenance of public parks, landscape improvements, and streetlights in public rights-of-way and public open spaces; authorizes and directs the City Manager or designee to execute all documents, including, but not limited to, agreements and amendments; and authorizes the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the resolution.

All costs are funded by assessments levied on the properties in the zones of the Consolidated Landscape District.

DISCUSSION

Background

On February 26, 1996, Council adopted Resolution No. 96-0084 that consolidated the eight Landscape Maintenance Districts that existed at that time into a single Consolidated Landscape District. The City used the provisions of the Act to establish the original individual districts and the Consolidated Landscape District. The Act contains provisions for the City to form an assessment district, or annex territory to an existing district, for the maintenance and operation of improvements that impart a special benefit to an area. Though the title of the Act references landscaping and lighting, a district can be formed to maintain a variety of improvements. These improvements include but are not limited to landscaping, fountains, ornamental structures, public lighting (such as streetlights and traffic signals), walls, irrigation, parks, and park equipment. The Consolidated Landscape District provides for the maintenance of these types of improvements in certain subdivisions throughout the City.

The Consolidated Landscape District sets annual assessments, collected by the County with annual property taxes, on each taxable parcel contained within the Consolidated Landscape District. These annual assessments provide funding for maintenance of the improvements, parks, inspection, repair and replacement of improvements, and other associated administrative costs, including preparing an Annual Engineer's Report and assessment roll. The Annual Engineer's Report contains the Consolidated Landscape District's budget. The budget details the maintenance and administrative costs for all affected zones. The property owners are responsible to fund only those improvements within their zone.

The assessments are apportioned in a manner to distribute the amounts among all assessable parcels in proportion to the special benefit conferred on each parcel. Each year all properties are evaluated to determine if they meet the criteria to be assessed. A dwelling unit equivalent factor (dueF) is assigned to each parcel if they are to be assessed. The dueF is based on the parcel's use. A single-family residential lot is equivalent to one dueF. The dueF for other classifications of properties, such as multi-family or commercial, is determined by the Allocation of Costs and Method of Assessment Spread contained in the Annual Engineer's Report.

There are 34 zones in the Consolidated Landscape District. During the FY 2021-22, no new zones were formed, and no new territory was annexed to any of the existing zones. Assessments are levied in 27 zones (Attachment A). Assessments are not levied in the remaining seven zones as there are no improvements to maintain.

Of the 27 zones where assessments are levied, seven of the zones (A-1 Weber/Sperry, A-2 Morada West, B-1 Long Park, B-2 Weston Ranch, B-3 Weston Park, C-1 Spanos East, and D-1 Bridgeport Trails) do not have a provision for an annual increase to the assessment. The assessment in these districts is at the same level as when the zones were originally formed in the early 1990's. Any increase in the annual assessment would have to be approved by a majority of the affected property owners. Consequently, not all of the current assessments collected are used for services. A portion of the current assessment collected is reserved to be able to afford future cost increases resulting from inflation.

Assessments in the remaining 20 zones were approved with an annual escalator. The escalator is the greater of three percent or the increase in the San Francisco-Oakland-Hayward All Urban Consumers Price Index (CPI). The escalator allows the assessment, when necessary, to keep pace with inflation without having to go through the time and expense to ballot the property owners. The maximum allowable assessment annually adjusts by the CPI, while the actual assessment needed to cover a zone's expenses is determined based on the estimated expenses for the fiscal year. The annual increase in calendar year 2021 of the San Francisco-Oakland-Hayward All Urban CPI was 5.2 percent. Therefore, the maximum escalator that can be applied to the maximum allowable assessment for FY 2022-23 is 5.2 percent.

On April 19, 2022, Council adopted Resolution No. 2022-04-19-1208, which preliminarily approved and confirmed the FY 2022-23 Annual Engineer's Report, the proposed actual assessments, set a public hearing for June 14, 2022, and authorized the City Clerk to publish notice of the public hearing. The Annual Engineer's Report contains the budget, proposed assessment amounts, and a complete description of improvements eligible to be maintained. The Annual Engineer's Report is on file with the City Clerk.

Present Situation

Attachment B is a summary of the proposed FY 2022-23 budget for the Consolidated Landscape District. It includes the proposed per dueF/single-family dwelling assessment for each zone where an assessment is proposed to be levied. The budgeted expenditures include contracted maintenance, utilities, administration, repair and replacement of plant material and infrastructure, allocation to the replacement reserve, and a contingency. The budgeted revenues are from assessments of the property owners. For the zones that have a provision for an annual escalator, it is proposed that the maximum allowable assessment be increased by 5.2 percent, which follows the local region CPI data, and the actual assessment be increased by 7.12 percent, which follows the national CPI data.

The overall budget for FY 2022-23 is based on current expenditure projections and is approximately $5.463 million. This increase of approximately $400,000 from the FY 2021-22 budget is primarily attributable to an increase of several hundred single-family dwelling units from new home construction in the Westlake Villages development in northwest Stockton. The anticipated cost increases across all budget line items are due to rapid inflation.

For FY 2022-23, it is recommended the assessment remain the same for the seven zones with fixed assessments. For the 20 zones where the assessment formula provides for an escalator, it is recommended that the maximum assessment be increased per the formula from the previous fiscal year. It is further recommended that the actual FY 2022-23 assessment increase by the same 7.12 percent in the 20 zones that allow for an annual adjustment. This recommendation is a result of a comprehensive review and evaluation of current maintenance expenditures, long-term capital needs, the Reserve for Continuing Appropriations fund balances, and rapid inflation.

The reserve funds have accumulated over a number of years to fund eventual replacement of improvements such as turf, trees, shrubs, irrigation system components, masonry block and pre-cast concrete back-up walls, and park improvements such as park play equipment, picnic structures, and bathroom buildings when those improvements reach the end of their service life. In zones where

street lighting is an improvement whose maintenance is funded, the annual assessment is set at a rate to fund re-lamping and knock-down repairs/replacement as needed.

The comprehensive review and evaluation were completed by staff, following the completion of a capital needs analysis by Siegfried Engineering, Inc. This combined effort analyzed current maintenance tasks, long-term capital replacement needs, and reserve fund balance for each zone. The analysis identified additional maintenance/service tasks that should be performed, quantified service life, and replacement estimates for the various improvements eligible to be funded by the Consolidated Landscape District. It is recommended the reserve amount be set aside each year. The recommended reserve set aside is based on the current amount that is in reserve, the appropriate reserve balance for each zone (this number changes as the zone ages), and the recommended adjustment to each zone's assessment to reach those levels (Attachment C).

Zones with Fixed Assessments

Zones A-1, A-2, B-1, B-2, B-3, C-1, and D-1 do not have a provision for an annual increase to the maximum allowable assessment. Any increase in the annual assessment in these zones would have to be approved by a majority of the affected property owners. In these seven zones, there is a request for an appropriation from the reserve to balance each zone's budget. Each zone's budget anticipates contracted costs such as routine scheduled maintenance service and utilities and includes eventual but unscheduled expenditures such as wall repairs. If the eventual but unscheduled expenditure were not budgeted, a mid-year appropriation requiring City Council action would have to be processed. To avoid a mid-year appropriation, funds for this type of eventual but unscheduled expenditure are budgeted. If the funds are not used, they are returned to the zone at the end of the fiscal year and are available for the next year. An appropriation from the reserve is the only way to balance the budget and efficiently provide for these types of eventual but unscheduled expenditures. Ultimately, given increases in costs in future years, the reserves in each of the seven zones will be depleted. The zones will become unable to fund maintenance at the level currently provided. Current projections are that the reserves in Zones B-1, B-2, B3, and D-1 will be adequate to continue the current service levels for the next five years.

Reserves in Zones A-1, A-2, and C-1 are insufficient to continue appropriating funds at prior-year levels without the zones falling into insolvency within the next two years. It is recommended that these three zones cease funding wall repairs. All walls are a development requirement and are constructed on private property. Stockton Municipal Code Section 8.36.040.D obligates the property owner to repair any wall constructed as a condition of development.

The following actions are further recommended:

- Zone A-1 - Reduce the frequency of landscape maintenance services and irrigation. Water for irrigating the East Bay Municipal Utilities District property between Lorraine Avenue and West Lane is approximately 22 percent of the total proposed Zone A-1 Budget.

- Zone C-1 - Fund the proportionate share of Baxter Park maintenance costs, estimated at $22,500, from the General Fund, or consider reduction in maintenance services. When Zone C-1 was originally formed, the budget was set based on maintaining only the street landscaping installed with the development. Baxter Park's maintenance cost was added to

Zone C-1 in 1997 without an increase in the existing assessment. Annually increasing park maintenance costs are taking a larger percentage of the budget and requiring an ever-increasing appropriation from the reserve. If appropriations continue at past year's magnitude, Zone C-1 will be insolvent in three years.

The table below shows the FY 2021-22 actual assessment, the recommended FY 2022-23 actual assessment, and what the per dueF assessment would be for budgeted expenditures. The 'Cost per dueF for Budgeted Expenditures' does not include an amount to capitalize a replacement reserve or fund replacement of larger expense items such as extensive landscape rehabilitation or booster pump replacement.

Zone	FY 2021-22 Actual (Fixed)	FY 2022-23 Actual (Fixed)	Cost per dueF for Budgeted Expenditures
A-1	$46.90	$46.90	$86.84
A-2	$79.88	$79.88	$84.58
B-1	$84.00	$84.00	$143.80
B-2	$117.82	$117.82	$211.01
B-3	$24.00	$24.00	$25.55
C-1	$119.24	$119.24	$141.35
D-1	$85.00	$85.00	$162.45

Zones with an Annual Escalator

It is recommended that the actual FY 2022-23 assessment increase by 7.12 percent in the 20 zones that allow for an annual adjustment. This recommendation is a result of a comprehensive review and evaluation of current maintenance expenditures, long-term capital needs, the Reserve for Continuing Appropriations fund balances, and rapid inflation. The recommended budget includes an appropriation from the reserves to fully fund each zone's operating budget. The table below shows the FY 2021-22 actual assessment, the recommended FY 2022-23 actual assessment, and the FY 2022-23 maximum assessment. The percentage increase in the actual assessment is not a uniform 7.12 percent due to rounding and truncating required to obtain an assessment divisible by two. The maximum assessment is set at a 5.2 percent increase as mandated by the original engineer’s report.

Zone	FY 2021-22 Actual	FY 2022-23 Actual	Dollar Difference	Percentage Difference	FY 2022-23 Maximum
A-3	$253.00	$271.00	$18.00	7.11%	$297.12
A-4	$171.40	$183.60	$12.20	7.12%	$290.37
A-5	$550.00	$589.16	$39.16	7.12%	$1,611.00
A-6	$293.80	$314.72	$20.92	7.12%	$692.50
A-7	$99.80	$106.90	$7.10	7.12%	$847.52
A-10	$154.50	$165.50	$11.00	7.12%	$451.94
B-4	$97.00	$103.88	$6.88	7.09%	$107.25
B-5	$75.60	$80.94	$5.34	7.06%	$203.25
C-2	$250.00	$260.92	$10.92	7.07%	$271.06
C-3	$142.00	$152.10	$10.10	7.11%	$233.42

C-4	$78.40	$83.98	$5.58	7.12%	$309.06
C-6	$92.00	$98.52	$6.52	7.09%	$215.09
C-7/7A	$334.20	$358.00	$23.80	7.12%	$505.26
D-3	$215.00	$230.04	$15.04	7.00%	$282.33
D-4	$114.80	$122.96	$8.16	7.11%	$1,344.90
D-6	$11.78	$12.60	$0.82	6.96%	$549.43
E-1	$197.20	$211.22	$14.02	7.11%	$277.00
E-3	$375.00	$401.68	$26.68	7.11%	$921.79
E-4	$11.60	$12.40	$0.80	6.90%	$327.28
E-5	$120.00	$128.52	$8.52	7.10%	$567.91

The FY 2022-23 Annual Engineer's Report for the Consolidated Landscape District, which contains the budget, assessment amounts, and a description of improvements eligible to be maintained, is on file with the City Clerk. The assessments fund maintenance of over four million square feet of street landscaping, 68 acres of open space, 42 miles of back-up walls, 10.5 miles of bicycle/pedestrian paths, and 12 parks totaling over 114 acres. A brief summary of the improvements eligible to be maintained by each zone and the proposed actual assessment and proposed maximum assessment per dueF for each zone is contained in Attachment C.

After the public hearing, if owners of more than 50 percent of the area of assessable lands within the Consolidated Landscape District have not protested the proposed levy of annual maintenance assessments, it is recommended that the City Council adopt a resolution to:

1. Overrule any and all protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in the Consolidated Landscape District in each zone.

2. Approve and adopt the Consolidated Landscape District's Annual Engineer's Report for the FY 2022-23 containing the budget for each zone and confirm and levy the assessments for each zone as set forth in the Annual Engineer's Report.

3. Certify that the special assessment(s), fee(s), or charge(s) to be placed on the FY 2022-23 Secured Property Tax bill by the City of Stockton are certified to meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. Confirm that the assessments of the annual amount of costs and expenses for the maintenance and operation of the improvements upon the assessable lands in the Consolidated Landscape District, as contained in the Annual Engineer's Report, shall be levied and collected for FY 2022-23. The assessments are in compliance with all laws pertaining to the levy of the annual assessment (State of California Streets and Highways Code Section 22500). The assessments are levied without regard to property valuation. The purpose of the assessments is to pay the costs and expenses for maintenance and operation of public parks and landscape improvements in public rights-of-way and public open spaces.

5. Authorize the City Manager or designee, on behalf of the City Clerk, to file the assessments or a copy thereof certified by the City Clerk with the San Joaquin County Auditor and cause the assessments to be entered on the 2022-23 tax roll for the parcels in the Consolidated

Landscape District and each zone within the Consolidated Landscape District as set forth in the Annual Engineer's Report on file with the City Clerk.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Financial Health of Zones

Later this year staff will prepare a workplan to address zone shortfalls with deliberate rate escalators to provide gain in fund reserves over the next five years. As noted previously, several zones, either with fixed assessments or annual escalators, are on track for becoming insolvent. In some cases, special benefits are no longer being provided, and fund reserves have sustained their respective operation. To implement this future workplan, the City will need to seek approval through the constitutional mandates of the Proposition 218 election process.

Public Notification

Notice of the Public Hearing was published in The Record on June 4, 2022. The notice is required to be published a minimum of 10 days prior to the public hearing.

FINANCIAL SUMMARY

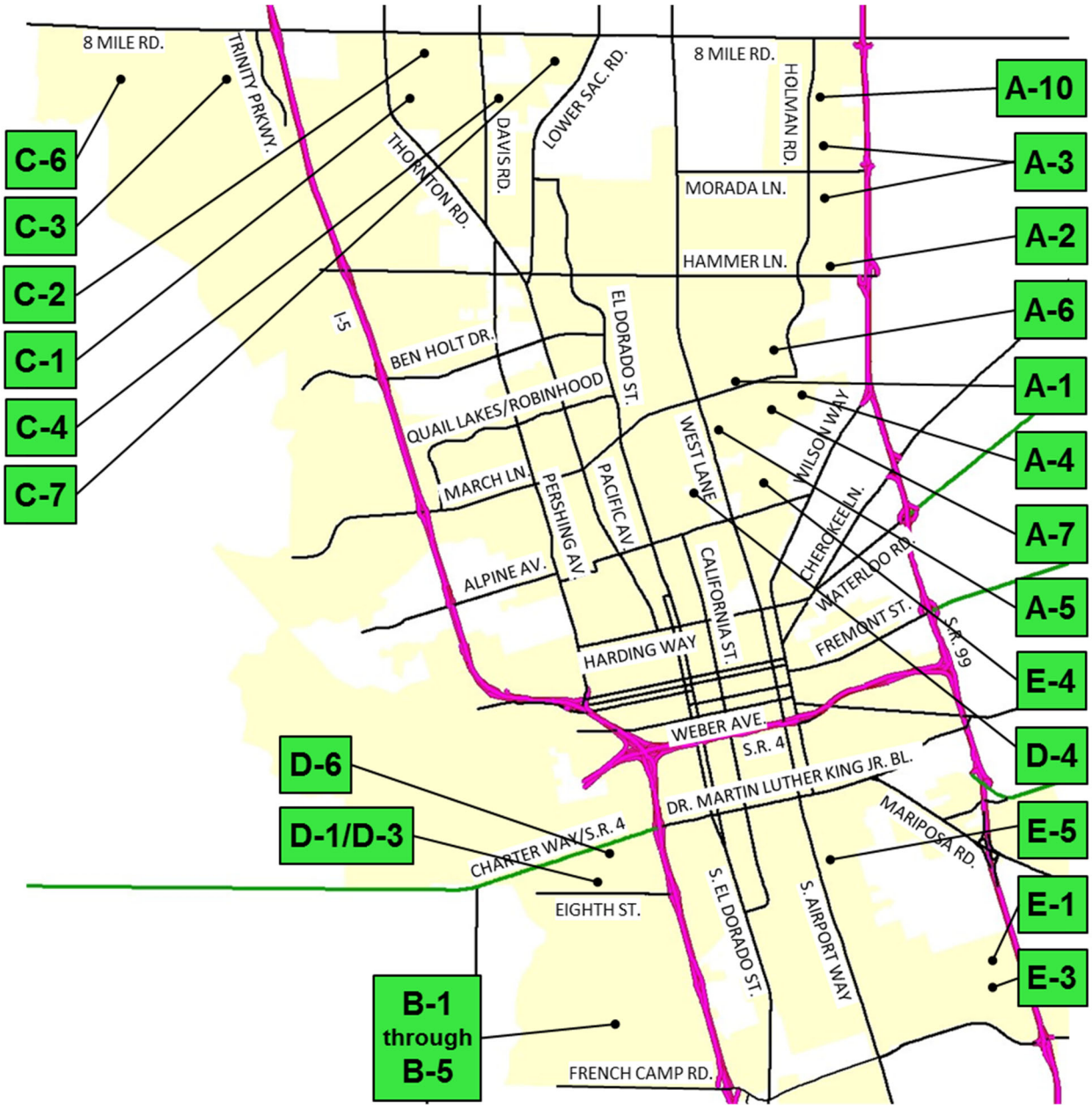
Total Proposed FY 2022-23 Assessments	$4,028,634
Total Proposed FY 2022-23 Appropriation from Reserves	$1,434,741
TOTAL PROPOSED FY 2022-23 BUDGET	$5,463,375
TOTAL CURRENT FY 2021-22 BUDGET	$5,063,696
INCREASE/(DECREASE)	$ 399,679

The requested appropriation from the reserves will leave an estimated $14,431,241.56 in total reserve funds available for future programming. The reserve analysis recommends that there should be a total of $20,049,350.69 in reserve. Additional details for all zones are included in Attachment C.

There may be a cost shortfall of $22,500 to the City's General Fund as a result of taking the recommended actions. This cost may be budgeted in the Parks Operating fund (4540-700-630006) through the annual budgeting process; otherwise, maintenance services at Baxter Park may be reduced accordingly. Otherwise, the City makes no financial contribution to the Consolidated Landscape District. All fees, costs, and expenses, including staff costs, are paid from the proceeds of the annual assessments to be levied.

Attachment A - Vicinity Map
Attachment B - Proposed FY 2022-23 Budget
Attachment C - Summary of Zones

STOCKTON CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 96-2



Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6907 WEBER SPERRY
			A-1
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**50,695.00**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**3,430.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**54,125.00**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**26,566.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**80,691.00**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**-**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	2,143.00
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**-**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**-**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**-**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**-**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**-**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**674.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		-
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**-**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**83,508.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	4,176.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**87,684.00**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**26,024.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	1,302.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**27,326.00**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**115,010.00**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		52,892.82
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**62,117.18**

2022-2023 Proposed Potential per dueF Assessment	**$46.90**
2022-2023 Max. Possible per dueF Assessment	$46.90
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$0.00

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6913 MORADA WEST
			A-2
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**2,197.00**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**108.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**2,305.00**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**804.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**3,109.00**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**-**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	268.00
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**-**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**-**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**-**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**-**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**-**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**116.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		-
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**-**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**3,493.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	350.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**3,843.00**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**3,580.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	358.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**3,938.00**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**7,781.00**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		432.04
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**7,348.96**

2022-2023 Proposed Potential per dueF Assessment	**$79.88**
2022-2023 Max. Possible per dueF Assessment	$79.88
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$0.00

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6915 LA MORADA A-3
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**200,637.00**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**63,907.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**264,544.00**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**131,758.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**396,302.00**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**70,700.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	5,356.00
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**47,403.00**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**36,323.00**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**83,726.00**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**40,627.00**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	2,515.00
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**126,868.00**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**7,794.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		-
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		-
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**607,020.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	60,702.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**667,722.00**
REPLACEMENT RESERVE			-
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	73,496.00
Replacement Reserve: Park	$78,850.00	590.20-25	27,412.00
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**100,907.00**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**144,301.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	12,556.68
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**156,857.68**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**925,486.68**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**925,486.68**

2022-2023 Proposed Potential per dueF Assessment	**$271.00**
2022-2023 Max. Possible per dueF Assessment	$297.12
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$18.00

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6914 BLOSSOM RANCH A-4
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**5,679.00**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**5,516.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**11,195.00**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**9,320.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**20,515.00**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**21,424.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	536.00
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**7,201.00**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**3,917.00**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**11,118.00**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**10,768.00**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	418.00
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**22,304.00**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**1,059.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		-
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**-**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**65,838.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	5,926.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**71,764.00**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**18,532.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	1,668.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**20,200.00**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**91,964.00**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		24,950.00
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**67,014.00**

2022-2023 Proposed Potential per dueF Assessment	**$183.60**
2022-2023 Max. Possible per dueF Assessment	$290.37
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$12.20

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6922 WEBER WOODS A-5
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**1,019.00**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**3,056.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**4,075.00**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**2,010.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**6,085.00**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**16,068.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	268.00
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**-**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**-**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**-**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**-**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**-**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**302.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		-
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**-**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**22,723.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	2,046.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**24,769.00**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**7,403.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	666.72
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**8,069.72**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**32,838.72**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		22,823.00
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**10,015.72**

2022-2023 Proposed Potential per dueF Assessment	**$589.16**
2022-2023 Max. Possible per dueF Assessment	$1,611.00
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$39.16

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6923 BLOSSOM CAMERA/ SPERRY A-6
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**27,102.00**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**10,930.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**38,032.00**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**21,960.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**59,992.00**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**22,496.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	10,712.00
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**21,180.00**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**11,469.00**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**32,649.00**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**36,958.00**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	1,227.00
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**70,834.00**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**1,838.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		-
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**-**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**165,872.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	16,588.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**182,460.00**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**42,774.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	2,938.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**45,712.00**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**228,172.00**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		-
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**228,172.00**

2022-2023 Proposed Potential per dueF Assessment	**$314.72**
2022-2023 Max. Possible per dueF Assessment	$692.50
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$20.92

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6929 HUNTER RIDGE A-7
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**25,497.00**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**9,939.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**35,436.00**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**17,141.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**52,577.00**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**22,496.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	8,034.00
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**13,928.00**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**7,398.00**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**21,326.00**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**20,998.00**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	809.00
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**43,133.00**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**1,809.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		14,783.00
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		1,929.00
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**16,712.00**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**144,761.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	13,029.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**157,790.00**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**38,071.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	3,423.50
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**41,494.50**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**199,284.50**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		123,920.00
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**75,364.50**

2022-2023 Proposed Potential per dueF Assessment	**$106.90**
2022-2023 Max. Possible per dueF Assessment	$847.52
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$7.10

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6930 CANNERY PARK A-10
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**26,608.00**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**4,171.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**30,779.00**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**8,303.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**39,082.00**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**16,068.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	1,072.00
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**-**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**-**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**-**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**-**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**-**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**621.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		14,783.00
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		6,642.00
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**21,425.00**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**78,268.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	7,045.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**85,313.00**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**19,390.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	3,534.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**22,924.00**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**108,237.00**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**108,237.00**

2022-2023 Proposed Potential per dueF Assessment	**$165.50**
2022-2023 Max. Possible per dueF Assessment	$451.94
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$11.00

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6910 WM LONG PARK
			B-1
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**-**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**-**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**-**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**-**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**-**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**-**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	-
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**25,668.00**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**67,333.00**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**93,001.00**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**16,633.00**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	1,718.00
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**111,352.00**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**1,446.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		-
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**-**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**112,798.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	10,152.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**122,950.00**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**32,448.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	2,921.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**35,369.00**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**158,319.00**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		65,835.00
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**92,484.00**

2022-2023 Proposed Potential per dueF Assessment	**$84.00**
2022-2023 Max. Possible per dueF Assessment	$84.00
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$0.00

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6906 WESTON RANCH B-2
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**271,071.00**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**68,634.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**339,705.00**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**360,995.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**700,700.00**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**57,310.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	5,356.00
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**28,699.00**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**12,968.00**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**41,667.00**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**45,796.00**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	3,163.00
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**90,626.00**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**9,216.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		-
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		-
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**863,208.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	77,689.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**940,897.00**
REPLACEMENT RESERVE			-
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	-
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**200,907.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	18,082.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**218,989.00**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**1,159,886.00**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		512,249.60
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**647,636.40**

2022-2023 Proposed Potential per dueF Assessment	**$117.82**
2022-2023 Max. Possible per dueF Assessment	$117.82
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$0.00

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6909 PAUL E. WESTON PARK
			B-3
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**-**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**-**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**-**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**-**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**-**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**-**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	-
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**28,079.00**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**2,732.00**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**30,811.00**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**45,796.00**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	2,823.00
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**79,430.00**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**119.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		-
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**-**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**79,549.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	6,364.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**85,913.00**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**32,941.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	2,965.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**35,906.00**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**121,819.00**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		7,391.14
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**114,427.86**

2022-2023 Proposed Potential per dueF Assessment	**$24.00**
2022-2023 Max. Possible per dueF Assessment	$24.00
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$0.00

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6918 SMITH PARK B-4
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**-**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**-**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**-**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**-**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**-**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**-**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	-
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**21,384.00**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**11,524.00**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**32,908.00**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**27,210.00**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	1,227.00
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**61,345.00**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**735.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		-
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**-**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**62,080.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	6,208.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**68,288.00**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	14,041.00
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**14,041.00**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**21,273.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	2,043.96
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**23,316.96**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**105,645.96**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		-
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**105,645.96**

2022-2023 Proposed Potential per dueF Assessment	**$103.88**
2022-2023 Max. Possible per dueF Assessment	$107.25
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$6.88

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6919 FRENCH CAMP ROAD FENCE B-5
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**-**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**-**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**-**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**-**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**-**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**64,272.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	5,356.00
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**-**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**-**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**-**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**-**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**-**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**102.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		-
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**-**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**69,730.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	6,973.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**76,703.00**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**20,658.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	1,850.10
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**22,508.10**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**99,211.10**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		53,480.00
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**45,731.10**

2022-2023 Proposed Potential per dueF Assessment	**$80.94**
2022-2023 Max. Possible per dueF Assessment	$203.25
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$5.34

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6908 SPANOS EAST C-1
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**19,282.00**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**5,198.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**24,480.00**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**31,869.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**56,349.00**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**-**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	536.00
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**-**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**-**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**-**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**-**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	630.00
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**630.00**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**667.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		-
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**-**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**58,182.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	4,073.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**62,255.00**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**18,571.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	1,300.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**19,871.00**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**82,126.00**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		12,847.56
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**69,278.44**

2022-2023 Proposed Potential per dueF Assessment	**$119.24**
2022-2023 Max. Possible per dueF Assessment	$119.24
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$0.00

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6916 NORTH STOCKTON PROJECTS C-2
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**49,759.00**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**55,655.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**105,414.00**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**63,201.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**168,615.00**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**23,782.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	2,143.00
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**24,640.00**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**10,130.00**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**34,770.00**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**33,546.00**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	1,603.00
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**69,919.00**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**3,943.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		14,462.00
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		12,319.00
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**26,781.00**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**295,183.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	29,519.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**324,702.00**
REPLACEMENT RESERVE			-
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	7,926.00
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**7,926.00**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**73,681.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	6,993.50
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**80,674.50**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**413,302.50**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		-
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**413,302.50**

2022-2023 Proposed Potential per dueF Assessment	**$260.92**
2022-2023 Max. Possible per dueF Assessment	$271.06
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$10.92

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6917 SPANOS WEST C-3
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**1,393.00**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**-**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**1,393.00**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**-**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**1,393.00**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**-**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	-
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**87,295.00**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**53,193.00**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**140,488.00**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**125,332.00**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	5,445.00
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**271,265.00**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**3,804.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		**-**
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		**-**
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**-**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**276,462.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	24,882.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**301,344.00**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	37,397.00
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**37,397.00**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**68,534.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	6,137.22
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**74,671.22**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**413,412.22**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		118,460.00
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**294,952.22**

2022-2023 Proposed Potential per dueF Assessment	**$152.10**
2022-2023 Max. Possible per dueF Assessment	$233.42
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$10.10

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6924 FAIRWAY GREENS C-4
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**2,680.00**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**2,547.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**5,227.00**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**2,304.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**7,531.00**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**16,068.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	804.00
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**-**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**-**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**-**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**-**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**-**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**360.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		-
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**-**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**24,763.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	2,477.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**27,240.00**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**8,747.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	874.06
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**9,621.06**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**36,861.06**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		20,317.00
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**16,544.06**

2022-2023 Proposed Potential per dueF Assessment	**$83.98**
2022-2023 Max. Possible per dueF Assessment	$309.06
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$5.58

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6931 WESTLAKE VILLAGES C-6
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**26,356.52**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**-**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**26,356.52**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**-**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**26,356.52**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**-**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	-
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**-**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**-**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**-**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**-**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**-**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**509.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		26,780.00
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		24,638.00
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**51,418.00**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**78,283.52**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	7,829.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**86,112.52**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**19,788.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	1,781.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**21,569.00**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**107,681.52**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		8,077.80
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**99,603.72**

2022-2023 Proposed Potential per dueF Assessment	**$98.52**
2022-2023 Max. Possible per dueF Assessment	$215.09
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$6.52

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6932 NORTH STOCKTON PROJECTS III C-7/Pitts Park	Sub-Zone A
MAINTENANCE, REPAIRS AND UTILITIES				
Landscape and Open Spaces				
Contracted Scheduled Landscape and Open Spaces Services				
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**-**	**9,749.00**
Incidental Services			-	-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**-**	**5,255.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**-**	**15,004.00**
Landscape and Open Spaces Utilities			-	-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**-**	**13,391.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**-**	**28,395.00**
Walls/Signs/Bridge Railings			-	-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**-**	**16,068.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	-	4,285.00
Parks			-	-
Contracted Scheduled Park Services			-	-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**38,395.00**	**-**
Incidental Parks Services			-	-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**14,200.00**	**-**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**52,595.00**	**-**
Parks Utilities			-	-
TOTAL PARKS UTILITIES	**$513,254.00**		**52,812.00**	**-**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	2,454.00	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**107,861.00**	**-**
Materials and Supplies			-	-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**1,221.00**	**848.00**
Street Lights			-	-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		-	14,140.00
Street Light Utilities			-	-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		-	6,642.00
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**-**	**20,782.00**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**109,082.00**	**70,378.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	10,909.00	7,038.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**119,991.00**	**77,416.00**
REPLACEMENT RESERVE			**-**	**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-	-
Replacement Reserve: Park	$78,850.00	590.20-25	-	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**-**	**-**
DISTRICT ADMINISTRATION			-	-
Subtotal District Administration Expenses	**$1,001,984.00**		**27,260.00**	**17,237.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	5,243.02	1,552.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**32,503.02**	**18,789.00**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**152,494.02**	**96,205.00**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**			41,698.62
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**152,494.02**	**54,506.38**

2022-2023 Proposed Potential per dueF Assessment	**$196.26**	**$161.74**
2022-2023 Max. Possible per dueF Assessment	$240.11	$265.15
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$13.06	$10.74

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6911 BRIDGEPORT TRAILS
			D-1
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**5,786.00**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**5,493.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**11,279.00**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**5,250.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**16,529.00**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**16,604.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	1,607.00
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**-**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**-**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**-**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**-**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**-**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**589.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		-
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**-**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**35,329.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	3,533.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**38,862.00**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**11,739.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	1,057.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**12,796.00**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**51,658.00**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		24,628.00
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**27,030.00**

2022-2023 Proposed Potential per dueF Assessment	**$85.00**
2022-2023 Max. Possible per dueF Assessment	$85.00
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$0.00

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6920 BRIDGEPORT TRAILS 4&5 D-3
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**3,858.00**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**4,691.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**8,549.00**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**8,303.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**16,852.00**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**16,068.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	1,607.00
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**-**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**-**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**-**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**-**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**-**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**481.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		-
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**-**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**35,008.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	3,501.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**38,509.00**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**11,040.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	1,103.86
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**12,143.86**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**50,652.86**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		8,325.50
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**42,327.36**

2022-2023 Proposed Potential per dueF Assessment	**$230.04**
2022-2023 Max. Possible per dueF Assessment	$282.33
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$15.04

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6925 CALAVERAS ESTATES D-4
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**-**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**-**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**-**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**-**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**-**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**16,068.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	2,678.00
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**-**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**-**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**-**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**-**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**-**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**586.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		13,176.00
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		1,125.00
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**14,301.00**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**33,633.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	3,364.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**36,997.00**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**10,302.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	928.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**11,230.00**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**48,227.00**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		31,996.28
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**16,230.72**

2022-2023 Proposed Potential per dueF Assessment	**$122.96**
2022-2023 Max. Possible per dueF Assessment	$1,344.90
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$8.16

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6933 MOSS GARDEN D-6
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**8,357.00**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**7,676.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**16,033.00**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**18,105.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**34,138.00**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**-**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	-
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**-**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**-**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**-**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**-**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**-**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**608.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		13,176.00
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		1,179.00
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**14,355.00**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**49,101.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	4,911.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**54,012.00**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**15,184.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	1,367.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**16,551.00**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**70,563.00**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		65,841.92
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**4,721.08**

2022-2023 Proposed Potential per dueF Assessment	**$12.60**
2022-2023 Max. Possible per dueF Assessment	$549.43
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$0.82

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6912 LITTLE JOHN CREEK E-1
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**13,525.00**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**6,818.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**20,343.00**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**17,033.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**37,376.00**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**17,140.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	3,750.00
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**16,199.00**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**18,432.00**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**34,631.00**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**38,008.00**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	1,003.00
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**73,642.00**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**1,580.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		-
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**-**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**133,488.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	13,349.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	5,459.00
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**152,296.00**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**35,692.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	3,213.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**38,905.00**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**191,201.00**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		24,337.20
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**166,863.80**

2022-2023 Proposed Potential per dueF Assessment	**$211.22**
2022-2023 Max. Possible per dueF Assessment	$277.00
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$14.02

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6926 SEABREEZE E-3
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**23,461.00**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**10,791.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**34,252.00**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**23,031.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**57,283.00**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**16,068.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	3,750.00
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**6,388.00**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**7,776.00**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**14,164.00**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**18,770.00**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	397.00
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**33,331.00**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**1,676.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		13,498.00
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		1,607.00
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**15,105.00**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**127,213.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	12,722.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	2,267.00
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**142,202.00**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**31,696.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	2,853.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**34,549.00**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**176,751.00**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		51,426.84
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**125,324.16**

2022-2023 Proposed Potential per dueF Assessment	**$401.68**
2022-2023 Max. Possible per dueF Assessment	$921.79
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$26.68

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6927 OAKMORE - MONTEGO E-4
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	**3,375.00**
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**45,636.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**49,011.00**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**8,463.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**57,474.00**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**16,068.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	3,750.00
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**2,678.00**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**-**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**2,678.00**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**-**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**2,678.00**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**974.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		-
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**-**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**80,944.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	8,095.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**89,039.00**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**23,862.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	2,148.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**26,010.00**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**115,049.00**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		105,798.60
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**9,250.40**

2022-2023 Proposed Potential per dueF Assessment	**$12.40**
2022-2023 Max. Possible per dueF Assessment	$327.28
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$0.80

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2022-2023	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6928 RANCHO DEL SOL E-5
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$789,336.52**	**590.20-25**	11,250.00
Incidental Services			-
Subtotal Incidental Services	**$329,671.00**	**590.20-25**	**10,220.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,119,007.52**	**590.20-25**	**21,470.00**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$786,733.00**		**16,926.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$1,905,740.52**		**38,396.00**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$460,836.00**		**16,068.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$66,689.00	590.20-67	2,678.00
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$369,137.00**		**-**
Incidental Parks Services			-
Subtotal Incidental Services	**$257,395.00**	**590.20-25**	**-**
TOTAL .20-25 PARKS SERVICES	**$626,532.00**	**590.20-25**	**-**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$513,254.00**		**-**
Graffiti Abatement in Parks - By PW Staff	$25,432.00	590.10-	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,165,218.00**		**-**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$44,639.00**	**590.30-50**	**962.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$138,301.00**		13,498.00
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$58,438.00**		2,357.00
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$196,739.00**		**15,855.00**
SUBTOTAL ESTIMATED EXPENSES	**$3,839,861.52**		**73,959.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$360,846.00	590.40-98	7,396.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$7,726.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$4,208,433.52**		**81,355.00**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$81,422.00	590.20-25	-
Replacement Reserve: Park	$78,850.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$160,272.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,001,984.00**		**20,349.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$92,685.62	590.40-98	1,832.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,094,669.62**		**22,181.00**
TOTAL ESTIMATED REVENUE REQUIRED 2022-23 FISCAL YEAR	**$5,463,375.14**		**103,536.00**
TOTAL APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS	**$1,434,740.68**		57,011.76
TOTAL ESTIMATED ASSESSMENT 2022-2023 FISCAL YEAR	**$4,028,634.46**		**46,524.24**

2022-2023 Proposed Potential per dueF Assessment	**$128.52**
2022-2023 Max. Possible per dueF Assessment	$567.91
Difference in Potential per dueF Assessment (FY2021-22 to FY2022-23)	$8.52

ZONE A-1, WEBER SPERRY RANCHES:

Zone A-1 is generally bounded by West Lane, the East Bay Municipal Utilities District right-of-way, the Union Pacific Railroad line and the Calaveras River. Improvements maintained include trees in tree wells, back-up walls and the turf on the East Bay Municipal Utilities District right-of-way between West Lane and Lorraine Avenue.

There is a request for an appropriation of $52,892.82 from the reserve for continuing appropriations to balance the budget. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present. Any unexpended budgeted funds are returned to the Zone A-1 account at the close of the fiscal year.

The reserves in Zone A-1 are not sufficient to continue appropriating funds at proposed FY 2022-23 levels without the zone falling into insolvency within the next two years. To address the shortfall, wall repairs will no longer be funded. All walls are a development requirement and are constructed on private property. Stockton Municipal Code (SMC) Section 8.30.040.D obligates the property owner to repair any wall constructed as a condition of development. Reductions in frequency of landscape maintenance services will be evaluated along with a reduction in irrigation frequency. Water for irrigating the East Bay Municipal Utilities District property between Lorrain Avenue and West Lane is $25,300.00 (approximately 22 percent of the 22-23 budget) of the total $115,010.00 proposed Zone A-1 Budget.

When the assessment for Zone A-1 was originally approved, it did not include a provision for an annual escalator. The assessment cannot be increased without the affected property owners voting to approve the increase. Therefore, no change is proposed in the $46.90/dueF assessment for FY 2022-23. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures without an appropriation from the reserve, the assessment would be $86.84 per dueF.

The anticipated Zone A-1 reserve balance as of June 30, 2022, is -$8,125.45. The recommended reserve balance is $1,332,781.01. Zone A-1 would require an appropriation from the reserve to cover contracted expenses, utilities, and administration even without budgeting for eventual, but unscheduled expenditures. This zone cannot continue to fund maintenance of all improvements for which it was formed and at the current service levels.

ZONE A-2, MORADA WEST:

Zone A-2 is generally bounded by Hammer Lane, Maranatha Drive, Christian Life Way and State Route 99. Improvements maintained include the back-up walls and trees in tree wells.

There is a request for an appropriation of $432.04 from the reserve for continuing appropriations to balance the budget. The amount in the reserve is not considered sufficient to meet present obligations and still provide for limited future contingencies. Any unexpended budgeted funds are returned to the Zone A-2 account at the close of

the fiscal year. All unnecessary expenses have been eliminated from the FY 2022-23 budget. The Zone A-2 reserve is not sufficient to continue appropriating funds at prior fiscal year levels without the zone falling into insolvency. To address the limited revenue available, wall repairs will no longer be funded. All walls are a development requirement and are constructed on private property. SMC Section 8.30.040.D obligates the property owner to repair any wall constructed as a condition of development. There is a small amount of landscaping requiring irrigation. Annual utility expenses are approximately $775.00 and maintenance approximately $2,200.00. The balance of the revenue is used for administrative costs. The landscaping consists of approximately 40 square feet of shrubs and 35 trees in tree wells. It is more cost efficient to terminate this Zone and the City assume the maintenance and utility costs. Reductions in frequency and extent of landscape maintenance services were considered but will not result in enough of a cost reduction to change the long-term viability of this Zone.

When the assessment for Zone A-2 was originally approved, it did not include a provision for an annual escalator. The assessment cannot be increased without the affected property owners voting to approve the increase. Therefore, no change is proposed in the $79.88/dueF assessment for FY 2022-23. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures without an appropriation from the reserve, the assessment would be $84.58 per dueF.

The anticipated Zone A-2 reserve balance as of June 30, 2022, is $9,378.40. The recommended reserve balance is $152,245.19. Zone A-2 would require an appropriation from the reserve to cover contracted expenses, utilities, and administration even without budgeting for eventual, but unscheduled expenditures. This zone cannot continue to fund maintenance of all improvements for which it was formed and at the current service levels.

ZONE A-3, LA MORADA:

Zone A-3 is located north and south of Morada Lane between the Union Pacific Railroad line and State Route 99. Improvements maintained include back-up walls, landscaping between the walls and back of sidewalk, landscaped medians, Matt Equinoa and Parma Sister City Parks and any future parks within Zone A-3, and the landscaping on the East Bay Municipal Utilities District right-of-way between Hammer Lane and the State Route 99 Frontage Road.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local Consumer Price Index (CPI). The local CPI increased 5.20 percent; therefore, the escalator applied to the maximum allowable assessment for FY 2022-23 is 5.20 percent. The actual FY 2021-22 assessment was $253.00 per dueF.

The anticipated Zone A-3 reserve balance as of June 30, 2020, is $2,884,352.81. The recommended reserve balance is $4,184,724.43. It is recommended that the

assessment for Zone A-3 increase by 7.12 percent for FY 2022-23 due to the financial impact of rapid inflation. This will be re-evaluated when preparing the FY 2023-24 budget. The FY 2022-23 assessment will fully fund budgeted expenditures. Any unexpended budgeted funds are returned to the Zone A-3 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2022-23 assessment is $271/dueF. The proposed maximum FY 2022-23 assessment is $297.12/dueF, which is an increase of 5.20 percent over the FY 2021-22 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures, the assessment would be $271.00 per dueF.

ZONE A-4, BLOSSOM RANCH:

Zone A-4 is located in the northeasterly part of the City generally at the intersection of March Lane and Holman Road and lying southerly of March Lane. Improvements maintained include back-up walls, landscaping between the walls and back of sidewalk, March Lane median landscaping, and funding a proportionate share of the costs for S.L. Fong Park.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 5.20 percent; therefore, the FY 2022-23 escalator applied to the maximum allowable assessment is 5.20 percent. The actual FY 2021-22 assessment was $171.40 per dueF.

The anticipated Zone A-4 reserve balance as of June 30, 2022, is $435,517.79. The recommended reserve balance is $514,110.11. It is recommended that the assessment for Zone A-4 increase by 7.12 percent for FY 2022-23 due to the financial impact of rapid inflation. This will be re-evaluated when preparing the FY 2023-24 budget. It is recommended there be an appropriation of $24,950.00 from the reserve to fully fund estimated costs. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone A-4 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2022-23 assessment is $183.60/dueF. The proposed maximum FY 2022-23 assessment is $290.37/dueF, which is an increase of 5.20 percent over the FY 2021-22 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures without an appropriation from the reserve, the assessment would be $251.96 per dueF.

ZONE A-5, WEBER WOODS:

Zone A-5 is generally located between the Calaveras River and Bianchi Road and just east of West Lane. Improvements maintained include back-up walls, landscaping between the walls and back of sidewalk, and contributing a proportionate share of the costs to maintain any parks within the service area of Zone A-5 or serving Zone A-5.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 5.20 percent; therefore, the FY 2022-23 escalator applied to the maximum allowable assessment is 5.20 percent. The actual FY 2021-22 assessment was $550.00 per dueF.

The anticipated Zone A-5 reserve balance as of June 30, 2022, is -$1,237.85. The recommended reserve balance is $43,919.55. The assessment can be increased be increased to a level that will fully fund budgeted expenditures. Due to the limited number of properties in this zone, 17, the assessment would likely need to be slowly increased to the maximum rate that would fully fund estimated expenses and provide funds for a reserve. There is a request for an appropriation of $22,823.00 from the general fund to balance the budget. The amount remaining in the reserve is not considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone A-5 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the zone will become insolvent if the assessment can be increased next fiscal year close to the maximum. This zone will not be able to generate sufficient revenue to fund replacement of the entire wall at the end of its service life.

The proposed actual FY 2022-23 assessment is $589.16/dueF. The proposed maximum FY 2022-23 assessment is $1,611.00/dueF, which is an increase of 5.20 percent over the FY 2021-22 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures without an appropriation from the reserve, the assessment would be $1,931.69 per dueF which exceed the maximum allowed assessment.

ZONE A-6, BLOSSOM NORTH/CAMERA/SPERRY:

Zone A-6 is generally bounded by the Stockton Auto Mall, Holman Road, March Lane, and the Union Pacific Railroad tracks. Improvements maintained include back-up walls, landscaping between the walls and back of sidewalk, and Unity Park.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 5.20 percent; therefore, the FY 2022-23 escalator applied to the maximum allowable assessment is 5.20 percent. The actual FY 2021-22 assessment was $293.80 per dueF.

The anticipated Zone A-6 reserve balance as of June 30, 2022, is $1,100,839.68. The recommended reserve balance is $683,176.64. The FY 2022-23 assessment will fully

fund estimated expenditures. Any unexpended budgeted funds are returned to the Zone A-6 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2022-23 assessment is $314.72/dueF. The proposed maximum FY 2022-23 assessment is $692.50/dueF, which is an increase of 5.20 percent over the FY 2021-22 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures, the assessment would be $314.72 per dueF.

ZONE A-7, HUNTER RIDGE:

Zone A-7 is generally bounded by March Lane, Blossom Ranch subdivision, the Calaveras River, and the Union Pacific Railroad tracks. Improvements maintained include back-up walls, landscaping between the walls and back of sidewalk, and funding a proportionate share of the costs for S.L. Fong Park.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 5.20 percent; therefore, the FY 2022-23 escalator applied to the maximum allowable assessment is 5.20 percent. The actual FY 2021-22 assessment was $99.80 per dueF.

The anticipated Zone A-7 reserve balance as of June 30, 2022, is $740,964.28. The recommended reserve balance is $619,879.90. It is recommended that the FY 2022-23 actual assessment increase by 7.12 percent for FY 2022-23, which follows the national CPI data, and that there be a $123,920.00 appropriation from the reserve. The appropriation from the reserve is designed to mitigate too rapid an increase in the actual assessment in FY 2023-24 the assessment will increase and begin to revert to a level that will fully fund budgeted expenditures and maintain and replenish the reserve. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone A-7 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2022-23 assessment is $106.90/dueF. The proposed maximum FY 2022-23 assessment is $847.52/dueF, which is an increase of 5.20 percent over the FY 2021-22 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures without an appropriation from the reserve, the assessment would be $282.67 per dueF.

ZONE A-10, CANNERY PARK:

Zone A-10 is generally bounded by Eight Mile Road, State Route 99, La Morada and Villa Antinori Subdivisions, and the Union Pacific Railroad tracks. Improvements

maintained include back-up walls, landscaping between the walls and back of sidewalk, streetlights, and parks.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 5.20 percent; therefore, the FY 2022-23 escalator applied to the maximum allowable assessment is 5.20 percent. The actual FY 2021-22 assessment was $154.50 per dueF.

The anticipated Zone A-10 reserve balance as of June 30, 2022, is $203,816.98. The recommended reserve balance is $95,898.19. The assessment has been reverted to a level necessary to fund budgeted expenditures and maintain the reserve. It is recommended that FY 2022-23 assessment increase by 7.12 percent, which follows the national CPI data, and due to the financial impact of rapid inflation. This will be re-evaluated when preparing the FY 2023-24 budget. The FY 2022-23 assessment will fully fund estimated expenditures. Any unexpended budgeted funds are returned to the Zone A-10 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2022-23 assessment is $165.50/dueF. The proposed maximum FY 2022-23 assessment is $451.94/dueF, which is an increase of 5.20 percent over the FY 2021-22 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures without an appropriation from the reserve, the assessment would be $165.50 per dueF.

ZONE B-1, WILLIAM LONG PARK:

Zone B-1 is located in the southerly portion of Weston Ranch generally bounded by the PG&E easement, Henry Long Boulevard, McDougald Boulevard and French Camp Road, except the Manteca Unified School District high school site. This zone is for the maintenance of the William Long Park, which is also located in the southerly portion of Weston Ranch.

There is a request for an appropriation of $65,835.00 from the reserve for continuing appropriations to balance the budget. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone B-1 account at the close of the fiscal year.

The anticipated Zone B-1 reserve balance as of June 30, 2022, is $764,136.79. The recommended reserve balance is $398,996.51. When the assessment for Zone B-1 was originally approved, it did not include a provision for an annual escalator. The assessment cannot be increased without the affected property owners voting to approve the increase. Therefore, no change is proposed in the $84.00/dueF assessment for FY 2022-23. If the assessment was set at a level that would fully fund the estimated FY

2022-23 expenditures without an appropriation from the reserve, the assessment would be $143.80 per dueF.

ZONE B-2, WESTON RANCH:

Zone B-2 is located west of Interstate 5, east of the San Joaquin River, and north of French Camp Road. This zone encompasses all of the Weston Ranch development. Improvements maintained include the back-up walls, landscaping between the walls and back of sidewalk, the landscaping on the PG&E easement/greenbelt, and Paul E. Weston Park.

There is a request for an appropriation of $512,249.60 from the reserve for continuing appropriations to balance the budget and accommodate contributing to the maintenance of Paul E. Weston Park. The amount remaining in the reserve after this requested appropriation is considered insufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone B-2 account at the close of the fiscal year.

When the assessment for Zone B-2 was originally approved, it did not include a provision for an annual escalator. The assessment cannot be increased without the affected property owners voting to approve the increase. Therefore, no change is proposed in the $117.82/dueF assessment for FY 2022-23. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures without an appropriation from the reserve, the assessment would be $211.00 per dueF.

The anticipated Zone B-2 reserve balance as of June 30, 2022, is $674,832.05. The recommended reserve balance is $4,442,009.01. Zone B-2 will require an appropriation from the reserve and general fund to cover contracted expenses, utilities, and administration even without budgeting for eventual, but unscheduled expenditures. This zone will require further analysis to determine whether it can continue to fund maintenance of all improvements for which it was formed and at the current service levels.

ZONE B-3, PAUL E. WESTON PARK:

Zone B-3 is located west of Interstate 5, east of the San Joaquin River, and generally north of William Long Boulevard. This zone is for the maintenance of the Paul E. Weston Park.

When the assessment for Zone B-3 was originally approved, it did not include a provision for an annual escalator. The assessment cannot be increased without the affected property owners voting to approve the increase. Therefore, no change is proposed in the $24.00/dueF assessment for FY 2022-23. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures without an appropriation from the reserve, the assessment would be $25.55 per dueF.

The anticipated Zone B-3 reserve balance as of June 30, 2022, is -$110,815.06. The recommended reserve balance is $811,123.72. The Zone requires an appropriation

from the general fund of $7,391.14 to sustain it. This will push the reserve to a -$58,767.30 by June 30, 2023. Zone B-2 also funds a portion of Weston Park expenses. This zone will require further analysis to determine whether it can continue to fund maintenance of all improvements for which it was formed and at the current service levels.

ZONE B-4, HONORABLE SANDRA BUTLER SMITH NEIGHBORHOOD PARK:

Zone B-4 is located in the westerly portion of Weston Ranch and is generally bounded by the San Joaquin River, French Camp Road, the PG&E Easement/Greenbelt, and William Moss Boulevard. This zone is for the maintenance of the Honorable Sandra Butler Smith Neighborhood Park.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 5.20 percent; therefore, the FY 2022-23 escalator applied to the maximum allowable assessment is 5.20 percent. The actual FY 2021-22 assessment was $97.00 per dueF.

The anticipated Zone B-4 reserve balance as of June 30, 2022, is $384,468.35. The recommended reserve balance is $300,262.77. It is recommended that FY 2022-23 assessment increase by 7.12 percent, which follows the national CPI data, due to the financial impact of rapid inflation. This will be re-evaluated when preparing the FY 2023-24 budget. The FY 2022-23 assessment will fully fund estimated expenditures. Any unexpended budgeted funds are returned to the Zone B-4 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2022-23 assessment is $103.88/dueF. The proposed maximum FY 2022-23 assessment is $107.25/dueF, which is an increase of 5.20 percent over the FY 2021-22 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures and contributing minimally to the reserve, the assessment would be $103.88 per dueF.

ZONE B-5, WESTON RANCH – FRENCH CAMP ROAD FENCE:

Zone B-5 is located in the southwesterly portion of Weston Ranch and is generally bounded by the San Joaquin River, Henry Long Boulevard, Alice McCuen Avenue, and French Camp Road. This zone is for the maintenance of approximately 6,700 lineal feet of masonry wall located on the south side of French Camp Road from Carolyn Weston Boulevard to EWS Woods Boulevard.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 5.20 percent; therefore, the FY 2022-23 escalator applied to the maximum allowable assessment is 5.20 percent. The actual FY 2021-22 assessment was $75.60 per dueF.

The Zone B-5 has an anticipated reserve balance as of June 30, 2022, of $100,025.06. The recommended reserve balance is $330,784.54. This wall was constructed by the Weston Ranch development as a concession to the property owner to the south of French Camp Road for dedicating right-of-way to widen French Camp Road. When the property lying southerly of French Camp Road eventually develops, the fence system will no longer be necessary, and Zone B-5 can be closed. Assessment revenue funds replacements of damaged sections of the fence system. Until there is development to the south, it is recommended that the assessment be set to provide an amount for annual historical damage, which has been approximately $45,000.00, and not develop a reserve due to historical data that suggests additional funds are highly unlikely. Any potential overages will be funded from the general fund as there is no current reserve. Since it is not anticipated that the fence system will reach the end of its service life before development southerly of French Camp Road, there does not appear to be a need to build a replacement reserve to the recommended level. An annual budget of $45,000.00 for repairs, should be adequate to fund any damage. While there could be a catastrophic series of events that could cause over $45,000.00 of damage, damage of that magnitude has not occurred in the past.

The budget reflects a potential request for an appropriation of $53,480.00 from the general fund to balance the budget, however as noted above this would only be in the event of an unlikely catastrophic series of events. The amount remaining in the reserve after this potential appropriation is considered insufficient to meet present obligations and would require the subsequent annual assessment be increase to the maximum allowed to replenish the general fund and the Zone. Any unexpended budgeted funds are returned to the Zone B-5 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2022-23 assessment is $80.94/dueF. The proposed maximum FY 2022-23 assessment is $203.25/dueF, which is an increase of 5.20 percent over the FY 2021-22 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures without an appropriation from the reserve, the assessment would be $175.59 per dueF.

ZONE C-1, SPANOS PARK:

Zone C-1 is located east of Thornton Road and north of Bear Creek. Improvements maintained include back-up walls, landscaping between the walls and curb, landscaped medians, and fund a proportionate share of the costs for Vivian "Lady B" Baxter Park.

There is a request for an appropriation of $12,847.56 from the reserve for continuing appropriations to balance the budget. The amount remaining in the reserve after this requested appropriation is not considered sufficient to meet future obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone C-1 account at the close of the fiscal year.

The anticipated reserve in Zone C-1 is not sufficient to continue appropriating funds at prior year's levels without the zone becoming insolvent within the next two years. To address the limited available revenue, wall repairs will no longer be funded. All walls are a development requirement and are constructed on private property. SMC Section 8.30.040.D obligates the property owner to repair any wall constructed as a condition of development. Reductions in frequency of landscape maintenance services will be evaluated along with a reduction in irrigation frequency. Zone C-1 also pays its proportionate share of the cost to maintain Baxter Park. Zone C-1 was originally formed, and budget set based on maintaining the only street landscaping installed with the development. Baxter Park maintenance cost was added to Zone C-1 in 1997 without an increase in the existing assessment. Annually increasing park maintenance costs are taking a larger percentage of the budget and requiring an ever-increasing appropriation from the reserve. For FY 2022-23, the estimated share is $22,800.00, which is approximately 33 percent of the revenue generated by Zone C-1. If reserve appropriations continue at past years' magnitude, Zone C-1 will be insolvent in 2 to 3 years. It is further recommended the proportionate share of Baxter Park costs, estimated at $22,800.00, be funded by the General Fund. Account 010-3070-590. Zone C-1 will be able to continue to fund scheduled maintenance of the development's street landscaping but will not be able to fund any enhancements or replacements without the property owners approving an increase in the assessment.

When the assessment for Zone C-1 was originally approved, it did not include a provision for an annual escalator. The assessment cannot be increased without the affected property owners voting to approve the increase. Therefore, no change is proposed in the $119.24/dueF assessment for FY 2022-23. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures without an appropriation from the reserve, the assessment would be $141.35 per dueF.

The anticipated Zone C-1 reserve balance as of June 30, 2022, is -$23,875.56. The recommended reserve balance is $1,465,760.95. Zone C-1 would require an appropriation from the general fund to cover contracted expenses, utilities, and administration even without budgeting for eventual, but unscheduled expenditures. This zone will require further analysis to determine whether it can continue to fund maintenance of all improvements for which it was formed and at the current service levels.

ZONE C-2, NORTH STOCKTON PROJECTS:

Zone C-2 includes all of the Waterford Estates East and West, Beck Estates, Beck Ranch, Beck Farms, Elkhorn Country Club Estates, Silver Springs, and Gold Springs subdivisions in the northwesterly part of the City. The zone was formed to provide funds for the maintenance of masonry walls and landscaping, certain segments of the Pixley Slough bicycle/pedestrian path, and fund a proportionate share of the costs for Vivian "Lady B" Baxter Park.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI

increased 5.20 percent; therefore, the FY 2022-23 escalator applied to the maximum allowable assessment is 5.20 percent. The actual FY 2021-22 assessment was $250.00 per dueF.

The anticipated Zone C-2 reserve balance as of June 30, 2022, is $1,642,162.79. The recommended reserve balance is $634,305.59. It is recommended that FY 2022-23 assessment increase by 4.37 percent due to the financial impact of rapid inflation. This will be re-evaluated when preparing the FY 2023-24 budget. Any unexpended budgeted funds are returned to the Zone C-2 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be reduced.

The proposed actual FY 2022-23 assessment is $260.92/dueF. The proposed maximum FY 2022-23 assessment is $271.06/dueF, which is an increase of 5.20 percent over the FY 2021-22 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures, the assessment would be $260.92 per dueF.

ZONE C-3, SPANOS PARK WEST:

Zone C-3 is located in the northwesterly portion of the City and is generally bounded by Interstate 5, Bear Creek, the Westlake Villages development, and Eight Mile Road. This zone was formed to provide funds for the maintenance of decorative concrete pavement, bicycle/pedestrian path along a portion of Bear Creek, and maintenance of Michael Faklis and Iloilo Sister City Parks.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 5.20 percent; therefore, the FY 2022-23 escalator applied to the maximum allowable assessment is 5.20 percent. The actual FY 2021-22 assessment was $142.00 per dueF.

The anticipated Zone C-3 reserve balance as of June 30, 2022, is $1,523,702.79. The recommended reserve balance is $751,148.05. It is recommended that FY 2022-23 assessment increase by 7.12 percent, which follows the national CPI data, due to the financial impact of rapid inflation. This will be re-evaluated when preparing the FY 2023-24 budget. It is recommended there be an appropriation of $118,460.00 from the reserve to moderate the increase. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone C-3 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2022-23 assessment is $152.10/dueF. The proposed maximum FY 2022-23 assessment is $233.42/dueF, which is an increase of 5.20 percent over the FY 2021-22 maximum assessment. If the assessment was set at a

level that would fully fund the estimated FY 2022-23 expenditures without an appropriation from the reserve, the assessment would be $213.19 per dueF.

ZONE C-4, FAIRWAY GREENS:

Zone C-4 includes all of the Fairway Greens subdivision in the northwesterly part of the City. The zone was formed to provide funds for the maintenance of masonry walls and landscaping and to provide its proportionate share of costs to maintain any parks serving the subdivision or within the service area of the subdivision.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 5.20 percent; therefore, the FY 2022-23 escalator applied to the maximum allowable assessment is 5.20 percent. The actual FY 2021-22 assessment was $78.40 per dueF.

The anticipated Zone A-7 reserve balance as of June 30, 2022, is $225,700.38. The recommended reserve balance is $217,581.00. It is recommended that the FY 2022-23 actual assessment increase by 7.12 percent, which follows the national CPI data, and that there be a $20,317.00 appropriation from the reserve to moderate in the increase. The assessment can be slowly increased to fully fund the annual zone next fiscal year. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone C-4 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2022-23 assessment is $83.98/dueF. The proposed maximum FY 2022-23 assessment is $309.06/dueF, which is an increase of 5.20 percent over the FY 2021-22 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures without an appropriation from the reserve, the assessment would be $187.11 per dueF.

ZONE C-6, WESTLAKE VILLAGES:

Zone C-6 is generally bounded by Eight Mile Road, A.G. Spanos Park West subdivision, Bear Creek and Disappointment Slough, and Rio Blanco Road. Zone C-6 was formed to provide funds for maintenance of public parks, a portion of the bicycle/pedestrian path on the Bear Creek levee, and public street lighting constructed within the Westlake Villages project.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 5.20 percent; therefore, the FY 2022-23 escalator applied to the maximum allowable assessment is 5.20 percent. The actual FY 2021-22 assessment was $92.00 per dueF.

The anticipated Zone C-6 reserve balance as of June 30, 2022, is $388,492.12. The recommended reserve balance is $181,558.39. It is recommended there be an appropriation of $8,077.80 from the reserve to draw down the reserve. The appropriation from the reserve is designed to bring the reserve to the target level in a few years at which time the assessment will revert to a level that will fully fund budgeted expenditures and maintain the reserve. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone C-6 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2022-23 assessment is $98.52/dueF. The proposed maximum FY 2022-23 assessment is $215.09/dueF, which is an increase of 5.20 percent over the FY 2021-22 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures without an appropriation from the reserve, the assessment would be $106.51 per dueF.

ZONE C-7 AND SUB-ZONE A, NORTH STOCKTON PROJECTS III:

North Stockton Projects III is generally bounded by Eight Mile Road, Lower Sacramento Road, and the Union Pacific Railroad. Zone C-7 was formed to provide for maintenance of Dorotha Pitts Park. Sub-Zone A was formed to provide for maintenance of streetscaping, walls, and streetlights in the Northbrook subdivision.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 5.20 percent; therefore, the FY 2022-23 escalator applied to the maximum allowable assessment is 5.20 percent. The actual FY 2021-22 Zone C-7 assessment was $183.20/dueF. The actual FY 2021-22 Sub-Zone A assessment was $161.74 per dueF.

The anticipated Zone C-7/7A reserve balance as of June 30, 2022, is $505,531.12. The recommended reserve balance is $1,010,680.89. It is recommended that FY 2022-23 assessment increase by 7.12 percent, which follows the national CPI data, due to the financial impact of rapid inflation. This will be re-evaluated when preparing the FY 2023-24 budget. There is a request for $41,698.62 from the Sub-Zone A reserve for continuing appropriations to modulate the annual increase. The assessment for the zone can be increased slowly in the coming years to fully fund the zone and sub-zone without drawing on the reserves. The amount remaining in the reserve after these requested appropriations is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone C-7 and Sub-Zone A accounts at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual Zone C-7 FY 2022-23 assessment is $196.26/dueF. The proposed actual Sub-Zone A FY 2022-23 assessment is $161.74/dueF. The proposed maximum Zone C-7 FY 2022-23 assessment is $240.11/dueF, which is an increase of 5.20 percent over the FY 2021-22 maximum assessment. The proposed maximum Sub-Zone A FY 2022-23 assessment is $265.15/dueF, which is an increase 5.20 percent over the FY 2021-22 maximum assessment. If the assessments were set at a level that would fully fund the estimated FY 2022-23 expenditures without an appropriation from the reserve, the assessments for Zones C-7 and C-7 Sub-Zone A would be $196.26 per dueF and $285.47 per dueF, respectively.

ZONE D-1, BRIDGEPORT TRAILS:

Zone D-1 is located south of Charter Way, north of West Eighth Street, and east and west of Fresno Avenue. Improvements maintained include back-up walls and landscaping between the walls and back of sidewalk.

There is a request for an appropriation of $24,628.00 from the reserve for continuing appropriations to balance the budget. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone D-1 account at the close of the fiscal year.

The anticipated Zone D-1 reserve balance as of June 30, 2022, is $267,251.86. The recommended reserve balance is $289,109.51. When the assessment for Zone D-1 was originally approved, it did not include a provision for an annual escalator. The assessment cannot be increased without the affected property owners voting to approve the increase. Therefore, no change is proposed in the $85.00/dueF assessment for FY 2022-23. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures without an appropriation from the reserve, the assessment would be $162.44 per dueF.

ZONE D-3, BRIDGEPORT TRAILS UNIT 4 AND 5:

Zone D-3 is located south of Charter Way, north of West Eighth Street, and east and west of Fresno Avenue. This zone was formed to maintain back-up walls and landscaping between the walls and back of sidewalk, and landscaped buffer parcels.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 5.20 percent; therefore, the FY 2022-23 escalator applied to the maximum allowable assessment is 5.20 percent. The actual FY 2020-21 assessment was $215.00 per dueF.

The anticipated Zone D-3 reserve balance as of June 30, 2022, is $212,355.96. The recommended reserve balance is $124,114.00. It is recommended that the assessments for Zone D-3 be increased due to rapid inflation. It is recommended there be an appropriation of $8,325.00 from the reserve to provide to fully fund estimated costs and to moderate the increase. Any unexpended budgeted funds are returned to

the Zone D-3 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2023-23 assessment is $230.04/dueF. The proposed maximum FY 2022-23 assessment is $282.33/dueF, which is an increase of 5.20 percent over the FY 2021-22 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures without an appropriation from the reserve, the assessment would be $275.29 per dueF.

ZONE D-4, CALAVERAS ESTATES:

Zone D-4 includes the new development lying generally north of Barrymore Street on the east and west sides of Alvarado Avenue. This zone was formed to maintain the wall between the subdivision and the railroad tracks, public street lighting, an access way to the Calaveras River at the northerly end of Alvarado Avenue, landscaping in the vicinity of Alvarado Avenue and Beeler Street, and develop a replacement reserve for the eventual replacement of the wall.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 5.20 percent; therefore, the FY 2022-23 escalator applied to the maximum allowable assessment is 5.20 percent. The actual FY 2021-22 assessment was $114.80 per dueF.

The anticipated Zone D-4 reserve balance as of June 30, 2022, is $212,303.64. The recommended reserve balance is $81,297.17. While the reserve exceeds the recommended reserve balance, the proposed FY 2022-23 assessment does not fully fund the estimated expenditures. There is a request for an appropriation of $31,996.28 from the reserve. This appropriation from the reserve is designed to bring the reserve balance to the target level within a couple years, at which point the assessment will revert to a level necessary to fund budgeted expenditures and maintain the reserve. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone D-4 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2022-23 assessment is $122.96/dueF. The proposed maximum FY 2022-23 assessment is $1,344.90/dueF, which is an increase of 5.20 percent over the FY 2021-22 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures without an appropriation from the reserve, the assessment would be $365.36 per dueF.

ZONE D-6, MOSS GARDEN:

Zone D-6 is located southeasterly of State Route 4/Charter Way and Fresno Avenue. Improvements maintained/to be maintained include landscaping between the walls and curb, public street lighting, and its proportionate share of the cost to any park that serves the development or is within the service area of the development.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 5.20 percent; therefore, the FY 2022-23 escalator applied to the maximum allowable assessment is 5.20 percent. The actual FY 2021-22 assessment was $11.78 per dueF.

The anticipated Zone D-6 reserve balance as of June 30, 2022, is $301,708.77. The recommended reserve balance is $32,944.20. It is recommended that there be a $65,841.92 appropriation from the reserve, since the reserve exceeds the recommended reserve balance. Increasing the assessment by the CPI to offset rapid inflation, along with the appropriation from the reserve, is designed to bring the reserve closer to the target level within a few years at which time the assessment will revert to a level that will fully fund budgeted expenditures and maintain the reserve. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone D-6 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2022-23 assessment is $12.60/dueF. The proposed maximum FY 2022-23 assessment is $549.43/dueF, which is an increase of 5.20 percent over the FY 2021-22 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures without an appropriation from the reserve, the assessment would be $188.32 per dueF.

ZONE E-1, LITTLE JOHN CREEK:

Zone E-1 is located north of Industrial Drive between Pock Lane and State Highway 99. Improvements maintained/to be maintained include back-up walls, trees in tree wells, landscaping between the walls and back of sidewalk, the special bridge railing on the Pock Lane Bridge, and fund a proportionate share of the costs for Ernie Shropshire Park. This zone also contributes its proportionate share of costs for maintenance of the Stockton Airport Business Center storm drainage basin.

The assessment approved when the Little John Creek Zone was originally formed was $59.68. In June of 2000, an increase to the assessment was approved to account for increased maintenance costs and to provide for park maintenance. That additional assessment amount was also approved with an annual escalator. The portion of the FY 2021-22 maximum allowable assessment for this zone that is over the original $59.68, $199.96, is subject to the escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 5.20 percent; therefore,

the FY 2022-23 escalator applied to the maximum allowable assessment is 5.20 percent. The actual FY 2021-22 assessment was $197.20 per dueF.

The anticipated Zone E-1 reserve balance as of June 30, 2022, is $654,740.40. The recommended reserve balance is $324,519.76. It is recommended that FY 2022-23 assessment increase by 7.12 percent due to the financial impact of rapid inflation. This will be re-evaluated when preparing the FY 2023-24 budget. It is recommended there be an appropriation of $24,337.20 from the reserve to bring the reserve closer to the target level. Any unexpended budgeted funds are returned to the Zone E-1 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

Zone E-1 will contribute its proportionate share of $5,096.00 to the Stockton Airport Business Center Storm Drain Basin Maintenance District for maintenance costs of the Stockton Airport Business Center storm drain basin.

The proposed actual FY 2022-23 assessment is $211.22/dueF. The proposed maximum FY 2022-23 assessment is $277.00/dueF, which is a 5.20 percent increase in the park maintenance portion of the assessment over the FY 2021-22 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures and reserve allocation, the assessment would be $242.03 per dueF.

ZONE E-3, SEABREEZE:

Zone E-3 is generally located south of Industrial Drive and west of State Highway Route 99, and at the northwesterly corner of Pock Lane and Industrial Drive. Improvements maintained/to be maintained include back-up walls, landscaping between the walls and back of sidewalk, a landscaped area under the PG&E power lines west of Pock Lane, and fund a proportionate share of the costs for Ernie Shropshire Park. This zone also contributes its share for the costs of maintenance of the Stockton Airport Business Center storm drainage basin.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 5.20 percent; therefore, the FY 2022-23 escalator applied to the maximum allowable assessment is 5.20 percent. The actual FY 2021-22 assessment was $375 per dueF.

The anticipated Zone E-3 reserve balance as of June 30, 2022, is $426,941.66. The recommended reserve balance is $413,678.66. It is recommended that FY 2022-23 assessment increase by 7.12 percent, which follows the national CPI data, due to the financial impact of rapid inflation. This will be re-evaluated when preparing the FY 2023-24 budget. There is a request for an appropriation of $51,426.84 from the reserve for continuing appropriations to fully fund estimated costs. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present

obligations and still provide for future contingencies. The appropriation will be reduced, and the assessment gradually increased over the next several years until the assessment fully funds maintenance expenses and provide for contributing to the reserve to fund replacement of long service life improvements. Any unexpended budgeted funds are returned to the Zone E-3 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

Zone E-3 will also contribute $2,116 to the Stockton Airport Business Center Storm Drain Basin Maintenance District for its proportionate share of maintenance costs of the Stockton Airport Business Center storm drain basin.

The proposed actual FY 2022-23 assessment is $401.68/dueF. The proposed maximum FY 2022-23 assessment is $921.79/dueF, which is an increase of 5.20 percent over the FY 2021-22 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures without an appropriation from the reserve, the assessment would be $566.51 per dueF.

ZONE E-4, OAKMORE MEADOWS:

Zone E-4 is generally bounded by Alpine Avenue, the Union Pacific Railroad tracks, the Calaveras River, and Sanguinetti Lane. Improvements maintained/to be maintained include back-up walls, landscaping between the walls and back of sidewalk, and a future park.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 5.20 percent; therefore, the FY 2022-23 escalator applied to the maximum allowable assessment is 5.20 percent. The actual FY 2021-22 assessment was $11.60 per dueF.

The anticipated Zone E-4 reserve balance as of June 30, 2022, is $409,375.81. The recommended reserve balance is $417,156.95. It is recommended that there be a $105,798.60 appropriation from the reserve, since the reserve exceeds the recommended reserve balance. The appropriation from the reserve, is designed to bring the reserve below the target level after this fiscal year at which time the assessment will revert to a level that will fully fund budgeted expenditures and maintain the reserve. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone E-4 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2022-23 assessment is $12.40/dueF. The proposed maximum FY 2022-23 assessment is $327.28/dueF, which is an increase of 5.20 percent over the FY 2021-22 maximum assessment. If the assessment was set at a level that would fully

fund the estimated FY 2022-23 expenditures without an appropriation from the reserve, the assessment would be $154.22 per dueF.

ZONE E-5, RANCHO DEL SOL:

Zone E-5 is located on the east side of Airport Way and lies north and south of Duck Creek. Improvements maintained/to be maintained include back-up walls, landscaping between the walls and back of sidewalk, and landscaping and path along the northerly side of Duck Creek.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 5.20 percent; therefore, the FY 2022-23 escalator applied to the maximum allowable assessment is 5.20 percent. The actual FY 2022-23 assessment was $120 per dueF.

The anticipated Zone E-5 reserve balance as of June 30, 2022, is $506,695.99. The recommended reserve balance is $195,584.00. It is recommended there be an appropriation of $57,011.76 from the reserve. The appropriation in is designed to bring the reserve balance to the target level over the next few years at which time the assessment will revert to a level necessary to fund budgeted expenditures and maintain the reserve. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone E-5 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2022-23 assessment is $128.52/dueF. The proposed maximum FY 2022-23 assessment is $567.91/dueF, which is an increase of 5.20 percent over the FY 2021-22 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2022-23 expenditures without an appropriation from the reserve, the assessment would be $286.01 per dueF.

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION OVERRULING ANY AND ALL PROTESTS, ADOPTING THE ANNUAL ENGINEER'S REPORT FOR FISCAL YEAR 2022-23, APPROVING THE BUDGET FOR EACH ZONE, CERTIFYING COMPLIANCE WITH THE REQUIREMENTS OF PROPOSITION 218 AND THE STATE OF CALIFORNIA STREETS AND HIGHWAYS CODE, AND CONFIRMING AND LEVYING ASSESSMENTS FOR THE STOCKTON CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 96-2

On April 19, 2022, the City Council of the City of Stockton adopted Resolution No. 2022-04-19-1208 to preliminarily approve the Annual Engineer's Report for the Fiscal Year (FY) 2022-23 (the "Annual Engineer's Report"), to provide preliminary approval of the proposed budget, and to set a public hearing for the Stockton Consolidated Landscape Maintenance Assessment District No. 96-2 (the "Consolidated Landscape District") and the various zones therein, pursuant to the Landscaping and Lighting Act of 1972; and

Notice of the public hearing that was held on June 14, 2022, was duly and regularly published in *The Record*, in the time, form, and manner required by law as evidenced by the declaration on file with the City Clerk; and

At the public hearing, the City Council afforded to every interested person an opportunity to make a protest for each Zone to the Annual Engineer's Report, to the maximum annual assessment, the actual FY 2022-23 assessment, to the proposed budget, or to the proposed method and proportion of assessment, either in writing or orally, and this City Council has considered each protest, if any, and all matters and things pertaining to the Annual Engineer's Report were fully heard and considered by this Council; now, therefore,

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

1. Protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in each zone have not been made by the owners of the area of assessable lands subject to more than 50 percent of the total proposed levy of assessments within each zone of the Consolidated Landscape District, and any and all protests or objections are overruled.

2. The Annual Engineer's Report for the Consolidated Landscape District on file with the City Clerk for FY 2022-23, which includes the budget for each zone, is approved and adopted as the method of assessment for each zone to be used to pay the

costs and expenses for administration, maintenance, and operation of public parks and landscape improvements in public rights-of-way and public open spaces.

3. The Council certifies that the special assessment(s), fee(s), or charge(s) as contained in the Annual Engineer's Report and to be placed on the FY 2022-23 Secured Property Tax bill by the City of Stockton are certified to meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. The assessments of the annual amount of costs and expenses for the maintenance and operation of the improvements, upon the assessable lands in the Consolidated Landscape District, as contained in the Annual Engineer's Report, are hereby approved, and confirmed and shall be levied and collected for FY 2022-23. The assessments comply with all laws pertaining to the levy of the annual assessment (State of California Streets and Highways Code § 22500). The assessments are levied without regard to property valuation. The purpose of the assessments is for the maintenance and operation of public parks and landscape improvements in public rights-of-way and public open spaces.

5. The City Manager or designee, on behalf of the City Clerk, is hereby directed to file the assessments or a copy thereof certified by the City Clerk or other City official with the San Joaquin County Auditor and cause the assessments to be entered on the FY 2022-23 tax roll for the parcels in the Consolidated Landscape District and each Zone within the Consolidated Landscape District as set forth in the Annual Engineer's Report on file with the City Clerk.

6. The City Manager or designee is hereby authorized and directed to execute all documents, including, but not limited to, agreements and amendments.

7. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 14, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

STOCKTON CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

FY 2022-23 Annual Engineer's Report
Public Hearing

Public Works Department
June 14, 2022
Item No. 16.2

Stockton Consolidated Landscape Maintenance Assessment District 96-2

- 27 Active Zones Est. to Maintain Improvements
  - 4+ Million sq. ft. of Streetscaping
  - 5,500+ Trees
  - 68+ Acres of Open Space
  - 42+ Miles of Back-up Walls: Repair and Graffiti Abatement
  - 10.5+ Miles of Bike/Pedestrian Paths
  - 12 Parks: 114+ Acres
  - Streetlights
- 2022-23 Proposed Budget: $5.463 Million
  - Maintenance, Repairs, Utilities, Administration

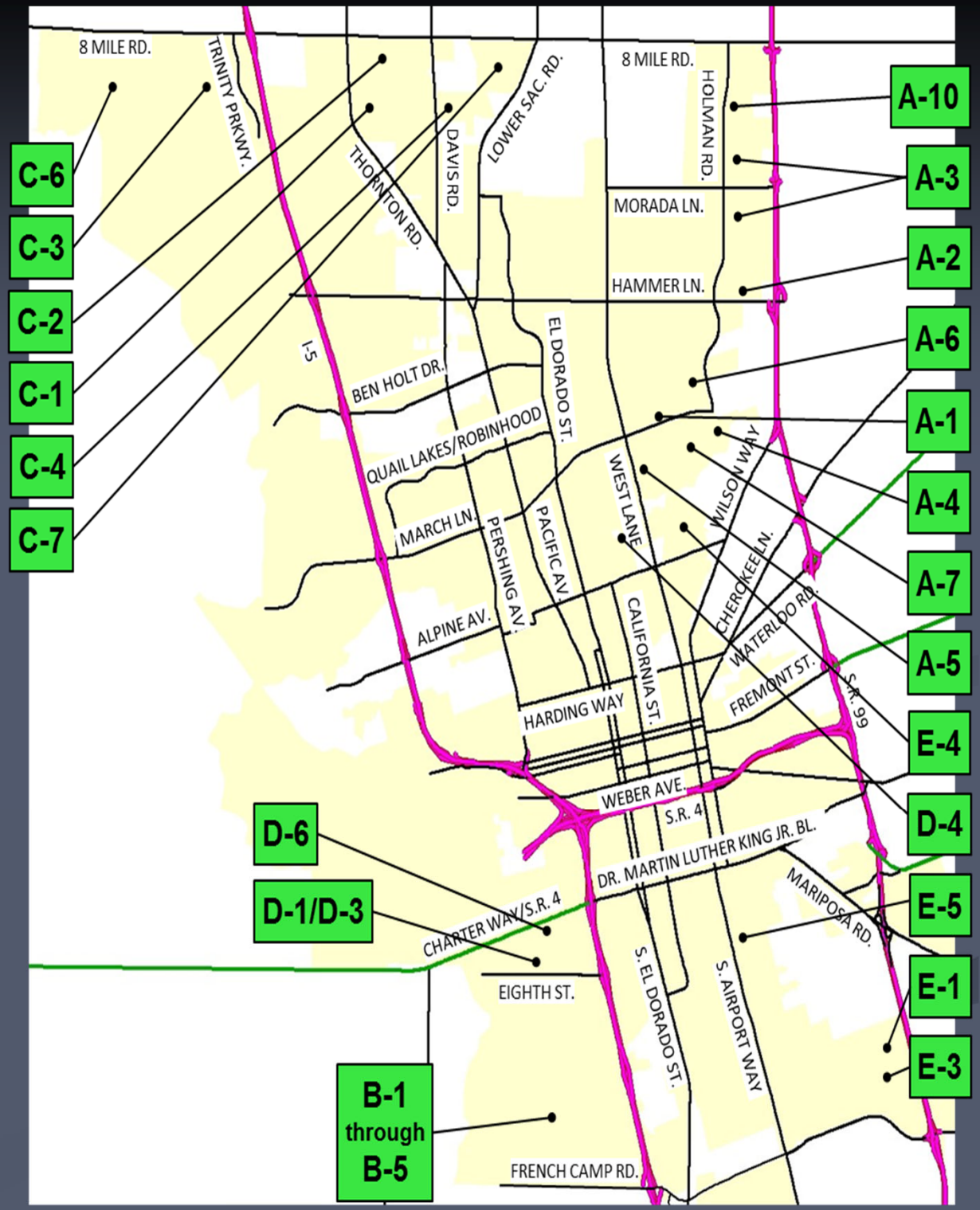
Stockton Consolidated Landscape Maintenance Assessment District 96-2

- Each Year Council Adopts the Following:
  - Engineer's Report
  - Maximum Allowable Assessment
  - Annual Budget/Actual Assessment
- Maintenance and Operation of Landscape and Public Park Improvements
- Provides Funding for:
  - Operation, maintenance, and preparation of an annual Engineer's Report and tax rolls; legal review; collection of assessments on San Joaquin County property taxes and City administration

Maximum Allowable
vs
Actual Assessments

- Original Engineer's Report for 20 Zones approved by landowner ballot – allows for annual Cost of Living Adjustment
- Approves annual maximum allowable but collects only what is needed for anticipated operational costs
- Allows for unanticipated emergencies – to collect only if necessary

STOCKTON CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT 96-2



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Annual Assessment

- Assessment fixed in 7 zones; Can be Increased in 20
- Assessment Varies due to:
  - Size of Zone/Number of Assessable Parcels
  - Amount and Type of Improvements to be Maintained
  - Zone Sizes: 17 parcels (A-5) to over 5,000 (B-2)
- 2022-23 Maximum Assessment Adjustment: 5.2%
  - Based on San-Francisco-Oakland-Hayward Consumer Price Index
- FY 2022-23 Actual Assessment Adjustment: Varies 6.90% to 7.12%

FY 2022-23 Zone Budgets

Zone No.	Zone Name	Proposed Budget (Actual Assessment)	Proposed Per Dwelling Unit Equivalent Factor	Maximum Allowable Assessment
A-1	Weber/Sperry	$62,117.18	$46.90	$62,117.18
A-2	Morada West	$7,348.96	$79.88	$7,348.96
A-3	La Morada	$925,486.68	$271.00	$1,014,688.57
A-4	Blossom Ranch	$67,014.00	$183.60	$105,985.05
A-5	Weber Woods	$10,015.72	$589.16	$27,387.00
A-6	Blossom/Sperry/Camera	$228,172.00	$314.72	$502,062.50
A-7	Hunter Ridge	$75,364.50	$106.90	$608,519.36
A-10	Cannery Park	$108,237.00	$165.50	$295,568.76

FY 2022-23 Zone Budgets

Zone No.	Zone Name	Proposed Budget (Actual Assessment)	Proposed Per Dwelling Unit Equivalent Factor	Maximum Allowable Assessment
B-1	Long Park	$92,484.00	$84.00	$92,484.00
B-2	Weston Ranch	$647,636.40	$117.82	$647,636.40
B-3	Weston Park	$114,427.86	$24.00	$114,427.86
B-4	Smith Park	$105,645.96	$103.88	$109,073.25
B-5	Weston Ranch Fence	$45,731.10	$80.94	$114,836.25
C-1	Spanos Park	$69,278.44	$119.24	$69,278.44
C-2	North Stockton Projects	$413,302.50	$260.92	$429,364.46
C-3	Spanos Park West	$294,952.22	$152.10	$314,883.58
C-4	Fairway Greens	$16,544.06	$83.98	$60,884.82
C-6	Westlake Villages	$99,603.72	$98.52	$225,629.41
C-7	North Stockton Projects III	$207,000.40	$358.00	$275,921.02

FY 2022-23 Zone Budgets

Zone No.	Zone Name	Proposed Budget (Actual Assessment)	Proposed Per Dwelling Unit Equivalent Factor	Maximum Allowable Assessment
D-1	Bridgeport Trials	$27,030.00	$85.00	$27,030.00
D-3	Bridgeport Trails 4 & 5	$42,327.36	$230.04	$51,948.72
D-4	Calaveras Estates 2	$16,230.72	$122.96	$177,526.80
D-6	Moss Garden	$4,721.08	$12.60	$207,684.54
E-1	Little John Creek	$166,863.80	$211.22	$218,830.00
E-3	Seabreeze	$125,324.16	$401.68	$287,598.48
E-4	Oakmore Meadows	$9,250.40	$12.40	$244,150.88
E-5	Rancho Del Sol	$46,524.24	$128.52	$205,583.42

Recommended Actions

- Overrule all public hearing protests
- Approve and adopt:
  - Stockton Consolidated Landscape Maintenance Assessment District 96-2 Annual Engineer's Report
  - Maximum Allowable Assessment
  - Annual Budget/Actual Assessment for each Zone of the District
- Confirm and levy assessment for each Zone

File #: 22-0486, **Version:** 1

HOLD PUBLIC HEARING FOR APPROVAL OF THE ANNUAL ENGINEER'S REPORT, FISCAL YEAR 2022-23 ANNUAL BUDGET, AND CONFIRM AND LEVY ASSESSMENTS FOR THE STOCKTON CONSOLIDATED STORM DRAINAGE MAINTENANCE ASSESSMENT DISTRICT 2005-1

RECOMMENDATION

The City Council, at its meeting on April 19, 2022, preliminarily approved and confirmed the Engineer's estimate of costs and expenses of the Consolidated Storm Drainage Maintenance Assessment District 2005-1 and the annual assessments related thereto and set a required public hearing for June 14, 2022.

It is recommended that the City Council now conduct a public hearing to consider public comment and testimony regarding the approval and adoption of the annual budgets and assessment rolls for the District.

After the public hearing, if a majority protest based on assessment amount does not exist, it is recommended that the City Council adopt a resolution to:

1. Overrule all public hearing protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in the District in each zone.

2. Approve and adopt the Stockton Consolidated Storm Drainage Maintenance Assessment District No. 2005-1 (District) Annual Engineer's Report for the Fiscal Year (FY) 2022-23, which contains the budget for each zone.

3. Confirm and levy the assessments for each zone as set forth in the Report.

4. File the assessments of a copy thereof, certified by the City Clerk or other City official, with the San Joaquin County Auditor and cause the assessments to be entered on the 2022-23 tax roll as set forth in the Annual Engineer's Report on file with the City Clerk.

5. Approve the Annual Report providing for various Amendments to the several Zone Assessment Diagrams showing segregated parcels created since the last Annual Report and directing the City Clerk to deliver said assessment to the Superintendent of Streets of the City, along with all Amendments to the Assessment Diagrams attached, with a certificate of such confirmation and of the date thereto, and that said Superintendent of Streets shall record all said Amendments to the Assessment Diagrams and assessment in a suitable book to be kept for that purpose.

6. Authorize the City Clerk to file in the office of the County Recorder a copy of the Amendments to the Assessment Diagrams, after the recording of the assessment and the Amendments to the Assessment Diagrams in the office of the Superintendent of Streets.

It is further recommended that the City Manager be authorized to take all appropriate and necessary actions to carry out the purpose and intent of this resolution.

Summary

The Municipal Improvement Act of 1913 and Stockton Improvement Procedure Code, Part V, Stockton Code, under which this District was formed, requires the annual Council approval of the Engineer's Report, Budget, Assessment Rolls, and annual approval to levy the corresponding annual assessments. The assessment district rates for FY 2022-23 will increase the zone assessment amounts by 5.2 percent when allowed by the original Engineers' Report.

If approved, the City Council's action will adopt the Storm Drainage Maintenance Assessment District's FY 2022-23 Annual Engineer's Report, Budgets, and Assessment Rolls for the various zones within the Consolidated Storm Drainage Maintenance District 2005-1. The proposed FY 2022-23 assessments increase the zone assessment amounts by 5.2 percent when allowed by the original Engineers' Report. All budgets in each zone are below the maximum allowable amount. Annual approval of the budget and Engineers' Report is required by the Municipal Improvement Act of 1913 and the Stockton Improvement Code, Part V. The City makes no financial contributions to the District. All fees, costs, and expenses incurred are paid from the proceeds of the annual assessments to be levied and collected on the San Joaquin County tax roll. A copy of the FY 2022-23 Annual Engineers' Report is on file in the Office of the City Clerk and can also be found on the City of Stockton website at the following link:
<http://www.stocktonca.gov/government/departments/municipalUtilities/utilStormInd.html>.

DISCUSSION

Background

On July 26, 2005, the City Council adopted Resolution Number 05-0329 to establish an assessment district designated as the "Stockton Consolidated Storm Drainage Maintenance Assessment District No. 2005-1" and the creation and annexation of Zone 1 to be known as "Riverbend Zone 1." Formation of the District was based on the provisions of the Municipal Improvement Act of 1913 (Act) and the Stockton Improvement Procedure Code, Part V (Stockton Code). Since then, 14 additional Zones have been formed and annexed to the District (Attachment A - District Zones Location Map).

The Act and Stockton Code contain provisions for the City to form an assessment district and annex zones to the district's boundary for the maintenance and operation of improvements that impart a special benefit to an area. The purpose of this District is to provide funding for the operation, maintenance, and replacement of stormwater quality treatment devices that are required by the City's Stormwater National Pollution Discharge Elimination System Permit (NPDES).

For this fiscal year, Siegfried Engineering, Inc. of Stockton, California, was authorized to prepare the FY 2022-23 Annual Engineer's Report. A copy of the Annual Engineer's Report was submitted to the City Clerk and is on file for review by the Mayor and City Council Members. On April 19, 2022, the

City Council adopted and preliminarily approved the FY 2022-23 Annual Engineer's Report, which includes the proposed budgets for the maintenance and operation of the improvements for each zone within the District, and the Assessment Rolls. The City Council's action also set the public hearing for June 14, 2022.

Through this process, the District sets the annual assessments for each zone to be placed on the San Joaquin County tax roll for collection with the County real property taxes. These annual assessments also provide for other associated administrative costs including preparing an Annual Engineer's Report and Assessment Roll.

Property owners are responsible for funding only those improvements in their zone. Each assessed parcel is assigned a dwelling unit equivalent factor (DUE) or a per assessable acre factor. The DUE factor for developed parcels is established in the original Engineer's Report forming each zone, which has previously been approved by Council. A single-family residential lot is equivalent to one dwelling unit equivalent factor.

Present Situation

None of the proposed FY 2022-23 assessments exceed the allowed maximum annual assessment set in the original Engineer's Report, which were approved by landowner ballots following the requirements of Proposition 218 and accepted by Council as part of the formation and annexation proceedings. Proposition 218, enacted in 1996, requires proposed assessments be approved, by ballot procedure, by the property owners affected by the assessments.

The Engineer's Report forming each zone included the provision for an annual escalator on the assessments in an amount equal to the greater of either 3.0 percent or the annual increase as shown in the Local Consumer Price Index for the San Francisco-Oakland-San Jose All Items, All Urban Users, as published by the Bureau of Labor Statistics which was 5.20 percent for calendar year 2021. For FY 2022-23, a 5.20 percent increase has been applied to the FY 2022-23 maximum allowable assessments.

Proposition 218 provides the latitude to approve the maximum allowable assessment but collect a lesser amount based on projected expenditures. Approving the maximum allowable assessment but only assessing the amount needed for the projected expenses, allows the latitude to collect the maximum assessment in the event of unanticipated expenses and/or emergencies, and complies with the requirements of Proposition 218.

The proposed budget for each zone within the District includes engineering fees for the preparation of the Annual Engineer's Report and tax rolls; attorney's fees; estimated cost of maintenance work; City of Stockton administrative costs; County costs to collect the assessments on the tax roll; replacement reserve costs, and a contingency amount. The maintenance scope of work includes vector control; weed abatement; rodent control; slope dressing; mowing; ripping; grading of the basin bottom (as needed); trash and debris pick-up and removal; cleaning of the structures, and sediment removal, filter changes, device cleaning, and other maintenance associated with the special benefit. The table below is a summary of the budget and per DUE factor to be assessed for each zone of the District for both FY 2021-22 and FY 2022-23, as well as the Proposed Operational Budgets and the Maximum Allowable Assessment amounts for FY 2022-23.

Zone No.	Zone Name	FY 2021-22 Rate Per DUE Factor	FY 2022-23 Rate Per DUE Factor	FY 2021-22 Assessment	FY 2022-23 Assessment	FY 2022-23 Proposed Operational Budget	FY 2022-23 Maximum Allowable Assessment
1	Riverbend Estates	$37.64	$40.22	$24,529.00	$26,210.34	$26,210.34	$47,220.73
2A	Cannery Park	$18.64	$7.20	$6,660.14	$7,093.58	$7,093.58	$19,310.51
2B	Cannery Park	$18.74	$20.02	$14,072.10	$15,033.28	$15,033.28	$23,000.68
3	Simbad Estates	$400.76	$427.76	$11,221.28	$11,977.28	$11,977.28	$26,580.68
4	Dama Estates	$678.94	$725.00	$11,541.98	$12,325.00	$12,325.00	$34,693.60
5A	Silver Springs & Gold Springs	$113.30	$121.24	$30,538.88	$32,679.02	$32,679.02	$74,336.44
5B	Silver Springs & Gold Springs	$109.24	$116.42	$3,823.40	$4,074.70	$4,074.70	$5,914.30
6	Old Oak Estates	$198.40	$211.82	$12,300.80	$13,132.84	$13,132.84	$22,944.96
7	Oakmore Meadows, Unit 3	$380.80	$407.08	$19,895.64	$21,268.70	$21,268.70	$24,762.47
8	Little John Creek North & Little John Creek South	$358.38	$383.20	$22,577.94	$24,141.60	$24,141.60	$28,099.26
9	Malisa Manor	$761.82	$813.38	$12,189.12	$13,014.08	$13,014.08	$29,075.36
10	Meadow-lands Unit 2	$309.08	$329.88	$11,126.88	$11,875.68	$11,875.68	$36,634.32
11	Westlake Villages	$3.64	$4.10	$10,999.92	$11,770.92	$11,770.92	$805,337.20
12	Moss Gardens	$27.48	$29.30	$11,054.90	$11,787.06	$11,787.06	$78,462.64
13	ProLogis Park at Duck Creek	$250.82*	$268.25*	$24,535.98	$26,240.04	$26,240.04	$78,832.68

14	Calaveras IV	$390.82	$418.64	$15,632.80	$17,164.24	$17,164.24	$18,822.69
15	BD Homes	$808.68	$866.24	$10,512.84	$11,059.62	$11,059.62	$11,059.62

*ProLogis Park at Duck Creek (Zone 13) is the only zone within the District with assessments calculated on an assessable acre basis. The assessments for ProLogis Park are spread in proportion to the adjusted area for each parcel in Zone 13. The current assessable acreage is 97.82. The maximum assessment is $78,832.68, resulting in a per acre maximum assessment of $820.60. The actual assessment is $26,240.04 resulting in a per acre actual assessment of $268.25.

The per DUE factor varies for each zone and is dependent upon the improvements to be maintained and the number of DUE factors.

The anticipated FY 2022-23 fund balances for each zone in the Consolidated District are:

Zone No.	Zone Name	FY 2022-23 Anticipated Fund Balance
1	Riverbend Estates	$222,462.10
2A	Cannery Park	$56,022.62
2B	Cannery Park	$214,090.50
3	Simbad Estates	$106,645.90
4	Dama Estates	$123,736.74
5A	Silver Springs & Gold Springs	$520,586.28
5B	Silver Springs & Gold Springs	$20,126.40
6	Old Oak Estates	$100,202.90
7	Oakmore Meadows	$179,442.92
8	Little John Creek North & South	$204,273.35
9	Malisa Manor	$128,054.42
10	Meadowlands	$107,961.37
11	Westlake Villages	$46,919.62
12	Moss Gardens	$143,291.46
13	ProLogis Park at Duck Creek	$213,997.84
14	Calaveras IV	$26,101.97
15	BD Homes	$1,241.19

This public hearing allows any interested person an opportunity to make a protest for each zone in the Annual Report, to the maximum annual assessment, to the actual FY 2022-23 assessment, to the proposed budget or to the proposed method and proportion of assessment either in writing or orally. A majority protest exists if more than fifty percent (50%) of the owners of the area of assessable lands within the district in each zone file a written or verbal protest. The required notice of this public hearing was published in The Record once, at least 10 days before the hearing date (published on June 3, 2022.)

By approving the proposed resolution, the City Council will approve and adopt the Annual Engineer's Report for the Fiscal Year 2022-23, which includes the Budget for each zone of the District and the Assessment Roll. This action will also confirm the levy and collection of the assessments set forth in the Annual Engineer's Report for the District.

FINANCIAL SUMMARY

The proposed Consolidated Storm Drainage Maintenance Districts budget for FY 2022-23 is detailed in Attachment B.

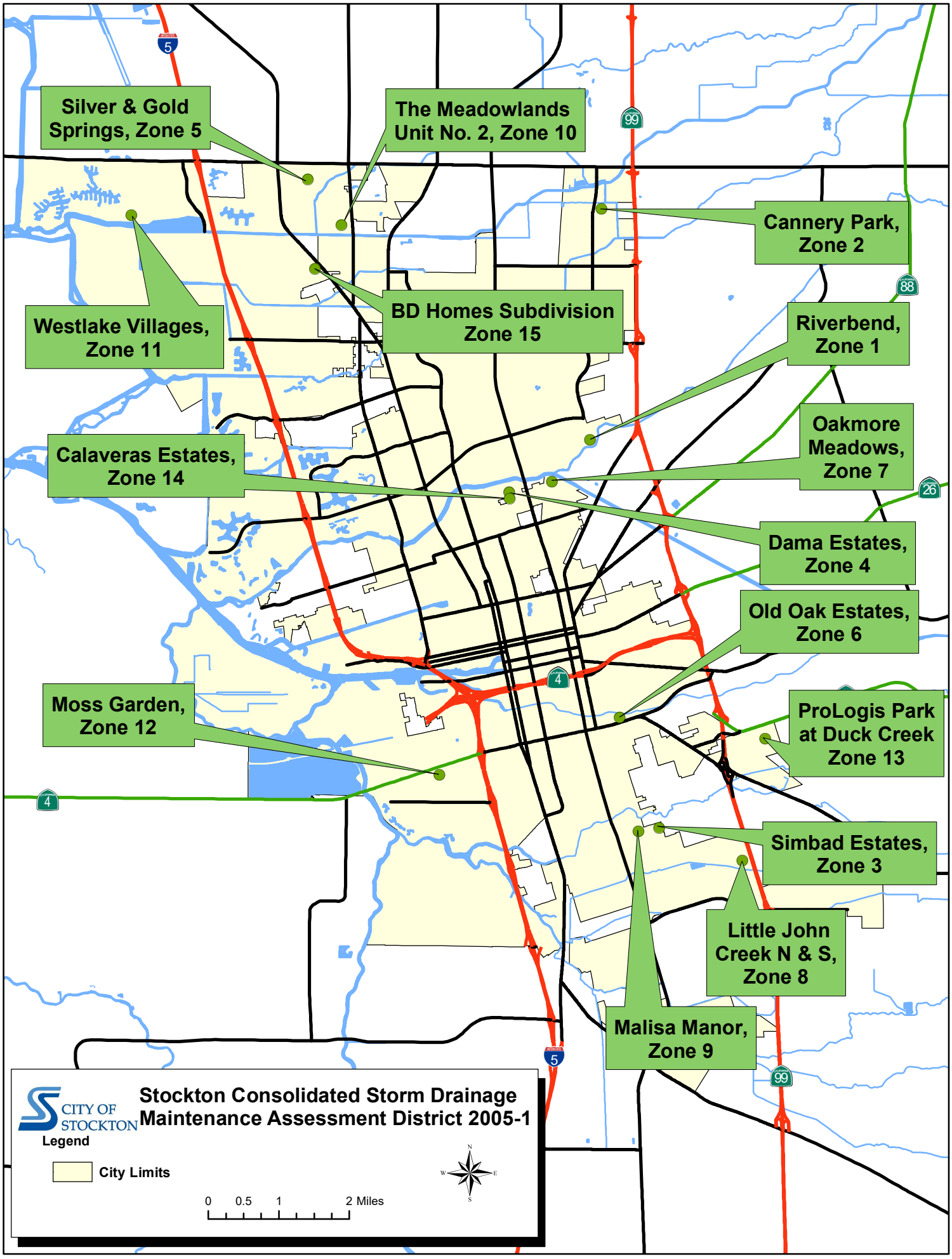
The City makes no financial contributions to the District. All fees, costs, and expenses incurred are paid from the proceeds of the annual assessments to be levied and collected on the San Joaquin County tax roll. The use of the funds collected within the various zones of this District is restricted by Proposition 218 and will be used to pay only the expenses related to the maintenance and operation of the specific stormwater quality treatment device(s) detailed in the Engineers' Report for each zone.

The funds collected from the property owners of a zone can only be used for work on the device(s) in that specific zone as it imparts special benefit restricted to the properties of that area. District funds are segregated and cannot be used to operate, maintain, or support the activities of the stormwater, or any other utility at large.

Administrative and operational costs for the maintenance of the stormwater treatment basin in the Cannery Park Zone 2B are proportionately split with the City's Stormwater Utility as the basin is also used for flood control purposes. Cannery Park Zone 2B is the only zone within the District that maintains a device with dual function.

There is no impact to the General Fund or any other unrestricted fund as a result of taking the recommended actions.

Attachment A - District Zones Location Map
Attachment B - Summary of Zone Budgets


Silver & Gold Springs, Zone 5
The Meadowlands Unit No. 2, Zone 10
Cannery Park, Zone 2
Westlake Villages, Zone 11
BD Homes Subdivision Zone 15
Riverbend, Zone 1
Oakmore Meadows, Zone 7
Calaveras Estates, Zone 14
Dama Estates, Zone 4
Old Oak Estates, Zone 6
Moss Garden, Zone 12
ProLogis Park at Duck Creek Zone 13
Simbad Estates, Zone 3
Little John Creek N & S, Zone 8
Malisa Manor, Zone 9
CITY OF STOCKTON
Stockton Consolidated Storm Drainage Maintenance Assessment District 2005-1
Legend
City Limits
0 0.5 1 2 Miles

	Dept./Div.		270-036	270-037	270-038	270-039	270-040	270-041	270-042	270-043	270-044	270-045	270-046	270-047	270-048	270-049	270-050	270-051	270-053
	Object Code	Ref.	RIVERBEND ESTATES, ZONE 1	CANNERY PARK, ZONE 2A	CANNERY PARK, ZONE 2B	SIMBAD ESTATES, ZONE 3	DAMA ESTATES, ZONE 4	SILVER & GOLD SPRINGS, ZONE 5A	OLD OAK ESTATES, ZONE 6	OAKMORE MEADOWS, ZONE 7	LITTLE JOHN CREEK N&S, ZONE 8	MALISA MANOR, ZONE 9	SILVER & GOLD SPRINGS, ZONE 5B	MEADOW-LAND, ZONE 10	WESTLAKE VILLAGES, ZONE 11	MOSS GARDENS, ZONE 12	PROLOGIS PARK, ZONE 13	CALAVERAS ESTATES IV, ZONE 14	BD HOME, ZONE 15
Estimated Beginning Fund Balance-FY2022-23 (FY 21-22 Yr End)		a.	222,462.10	56,022.62	214,090.50	106,645.90	123,736.74	520,586.28	100,202.90	179,442.92	204,273.35	128,054.42	20,126.40	107,961.37	46,919.62	143,291.46	213,997.84	26,101.97	1,241.19
Operational Costs:																			
Water	640004		492.74	-	-	-	-	-	-	-	-	-	-	-	-	-	883.74	-	-
Inspection, Maintenance & Graffiti Control	630013	b.	13,278.58	2,043.92	9,723.38	2,383.70	2,969.34	22,936.40	3,402.98	11,103.66	13,785.20	3,377.62	1,815.04	2,216.18			14,511.54	8,019.66	2,503.76
Total Operational Costs:			13,771.32	2,043.92	9,723.38	2,383.70	2,969.34	22,936.40	3,402.98	11,103.66	13,785.20	3,377.62	1,815.04	2,216.18	-	-	15,395.28	8,019.66	2,503.76
Administrative Costs:																			
Publication	630008	c.	72.84	17.12	17.12	72.84	72.84	36.42	72.84	72.84	72.84	72.84	36.42	72.84	72.84	72.84	36.42	72.84	71.52
Attorney's Fees	630021	d.	803.40	401.70	321.36	803.40	803.40	401.70	803.40	803.40	803.40	803.40	401.70	803.40	803.40	803.40	803.40	803.40	789.00
County Administration Fee	630020	e.	257.08	142.46	61.04	89.98	54.62	340.64	136.04	160.68	77.12	51.40	37.48	115.68	121.04	122.10	12.84	128.54	126.24
Annual Engineer's Report	630003	f.	3,256.44	1,155.82	1,501.82	2,207.74	1,980.64	1,740.70	2,207.74	2,207.74	2,207.74	2,207.74	1,049.76	2,207.74	2,685.48	2,685.48	2,207.74	2,622.28	1,683.20
Professional Services	630006		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City Administration	670002	g.	5,356.00	2,678.00	2,678.00	5,356.00	5,356.00	5,318.50	5,356.00	5,356.00	5,356.00	5,356.00	433.82	5,356.00	5,356.00	5,356.00	5,356.00	5,356.00	5,356.00
Total Administrative Costs:			9,745.76	4,395.10	4,579.34	8,529.96	8,267.50	7,837.96	8,576.02	8,600.66	8,517.10	8,491.38	1,959.18	8,555.66	9,038.76	9,039.82	8,416.40	8,983.06	8,025.96
Contingency	670008		2,693.26	654.56	730.56	1,063.62	1,088.16	1,904.66	1,153.84	1,564.38	1,839.30	1,145.08	300.48	1,103.84	2,732.16	2,747.24	2,428.36	161.52	529.90
Contingency-Reserve	670008																		
Capital Replacement	670008	h.																	
Total Operational/Admin/Contingency/Replacement			**26,210.34**	**7,093.58**	**15,033.28**	**11,977.28**	**12,325.00**	**32,679.02**	**13,132.84**	**21,268.70**	**24,141.60**	**13,014.08**	**4,074.70**	**11,875.68**	**11,770.92**	**11,787.06**	**26,240.04**	**17,164.24**	**11,059.62**
Revenues:																			
Current Year Assessments	442030		26,210.34	7,093.58	15,033.28	11,977.28	12,325.00	32,679.02	13,132.84	21,268.70	24,141.60	13,014.08	4,074.70	11,875.68	11,770.92	11,787.06	26,240.04	17,164.24	11,059.62
Transfer from Fund Balance			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues/Transfers			**26,210.34**	**7,093.58**	**15,033.28**	**11,977.28**	**12,325.00**	**32,679.02**	**13,132.84**	**21,268.70**	**24,141.60**	**13,014.08**	**4,074.70**	**11,875.68**	**11,770.92**	**11,787.06**	**26,240.04**	**17,164.24**	**11,059.62**
Projected Fiscal Year 2022-2023 Operating Fund Balance			**222,462.10**	**56,022.62**	**214,090.50**	**106,645.90**	**123,736.74**	**520,586.28**	**100,202.90**	**179,442.92**	**204,273.35**	**128,054.42**	**20,126.40**	**107,961.37**	**46,919.62**	**143,291.46**	**213,997.84**	**26,101.97**	**1,241.19**
Maximum Allowable Assessment			$47,220.73	$19,310.51	$23,000.68	$26,580.68	$34,693.60	$74,336.44	$22,944.96	$24,762.47	$28,099.26	$29,075.36	$5,914.30	$36,634.32	$805,337.20	$78,462.64	$78,832.68	$18,822.69	$11,059.62
Recommended CRP Balance			633,900.00	592,480.00	-	80,000.00	30,000.00	750,000.00	80,000.00	350,000.00	600,000.00	35,000.00	-	80,000.00	300,000.00	320,000.00	533,000.00		

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION ADOPTING THE ANNUAL ENGINEER'S REPORT FOR FISCAL YEAR 2022-23, THE BUDGET FOR EACH ZONE, AND CONFIRMING ASSESSMENTS FOR THE STOCKTON CONSOLIDATED STORM DRAINAGE MAINTENANCE ASSESSMENT DISTRICT NO. 2005-1

On April 19, 2022, this Council adopted its Resolution of Intention to Approve the Annual Engineer's Report (Annual Report) for the 2022-23 Fiscal Year, to Provide Preliminary Approval of the Proposed Budgets for each Zone, and to Set a Public Hearing Thereon (Resolution No. 2022-04-19-1205) for the Stockton Consolidated Storm Drainage Maintenance Assessment District No. 2005-1 as required by law; and

Notice of the Public Hearing held on June 14, 2022, was duly and regularly published in **The Record**, in the time, form, and manner required by law, as evidenced by the declaration on file with the City Clerk; and

At the Public Hearing, this Council afforded to every interested person an opportunity to make a protest for each Zone to the Annual Report, to the maximum annual assessment, to the actual 2022-23 assessment, to the proposed budget, or to the proposed method and proportion of assessment, either in writing or orally, and this Council has considered each protest and all matters and things pertaining to the Annual Report were fully heard and considered by this Council; now, therefore,

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

1. Protests or objections (including all written protests not withdrawn in writing before the conclusion of the Public Hearing) to the proposed levy of assessments in each Zone have not been made by the owners of more than fifty percent (50%) of the area of assessable lands within the District in each Zone and all such protests or objections are hereby overruled.

2. The Annual Report on file with the City Clerk for the Fiscal Year 2022-23 Stockton Consolidated Storm Drainage Maintenance Assessment District No. 2005-1, which includes the budget for each Zone, is hereby approved and adopted as the method of assessment for each Zone to be used to pay the costs and expenses of the maintenance and operation.

3. The assessment of the annual amount of costs and expenses of the maintenance and operation of the improvements, upon the several subdivisions of land in the District as contained in the Annual Report, be, and the same is hereby approved and confirmed and shall be levied and collected for the Fiscal Year 2022-23.

A. The assessment complies with all laws pertaining to the levy of the annual assessment (§ 4 of Article XIIID of the California State Constitution, § 53753.5 of the Government Code of the State of California, Streets and Highways Code § 10000, *et seq*., and the Stockton Improvement Procedure Code).

The City of Stockton hereby certifies that the special assessment(s), fee(s) or charges(s) listed below to be placed on the 2022-23 Secured Property Tax bill by the City of Stockton meets the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

B. The assessment is levied without regard to property valuation.

C. The purpose of the assessment is the maintenance and operation of storm drainage facilities.

4. The City Manager is authorized to direct the Chief Financial Officer or his/her designee to enter the assessments on the 2022-23 tax roll for the parcels in each Zone within the District as set forth in the Annual Report on file with the City Clerk.

5. The Annual Report provides for various Amendments to the several Zone Assessment Diagrams showing segregated parcels created since the last Annual Report; all said Amendments are hereby approved and the City Clerk of said City shall forthwith deliver to the Superintendent of Streets of said City the said assessment together with all Amendments to the Assessment Diagrams thereto attached and made a part thereof, as confirmed by this Council, with her certificate of such confirmation thereto attached and of the date thereof; and that said Superintendent of Streets shall record all said Amendments to the Assessment Diagrams and assessment in his office in a suitable book to be kept for that purpose, and shall append thereto his certificate of the date of such recording, and such recordation shall be and constitute the assessment roll herein.

6. After the recording of the assessment and the Amendments to the Assessment Diagrams in the office of the Superintendent of Streets, the City Clerk shall file in the office of the County Recorder a copy of the Amendments to the Assessment Diagrams.

7. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED and ADOPTED: June 14, 2022 .

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

Stockton Consolidated Storm Drainage Maintenance Assessment District 2005-1

Public Hearing for Fiscal Year 2022-2023 Assessments

Municipal Utilities Department

June 14, 2022

Agenda Item No. 16.3

CITY OF STOCKTON

MUD

MUNICIPAL UTILITIES DEPARTMENT

1809

Storm Drainage Assessment District 2005-1

- City's Storm Water Discharge Permit (Order No. R5-2016-0040, NPDES Permit No. CAS0085324) requires storm water pollution control devices in new development.

- July 26, 2005: Consolidated Storm Drainage Maintenance District 2005-1 established to fund device maintenance.

CITY OF STOCKTON
MUD
MUNICIPAL UTILITIES DEPARTMENT

Storm Drainage Assessment District 2005-1

- Each year, Council adopts the following:
  - Engineer's Report.
  - Maximum Allowable Assessment.
  - Annual Budget/Actual Assessment.
- Maintenance and operation of stormwater quality (treatment) improvements.
- Assessment provides funding for:
  - Operation, maintenance and preparation of an annual Engineer's report & tax rolls; legal review; collection of assessments on San Joaquin County property taxes and City administration.

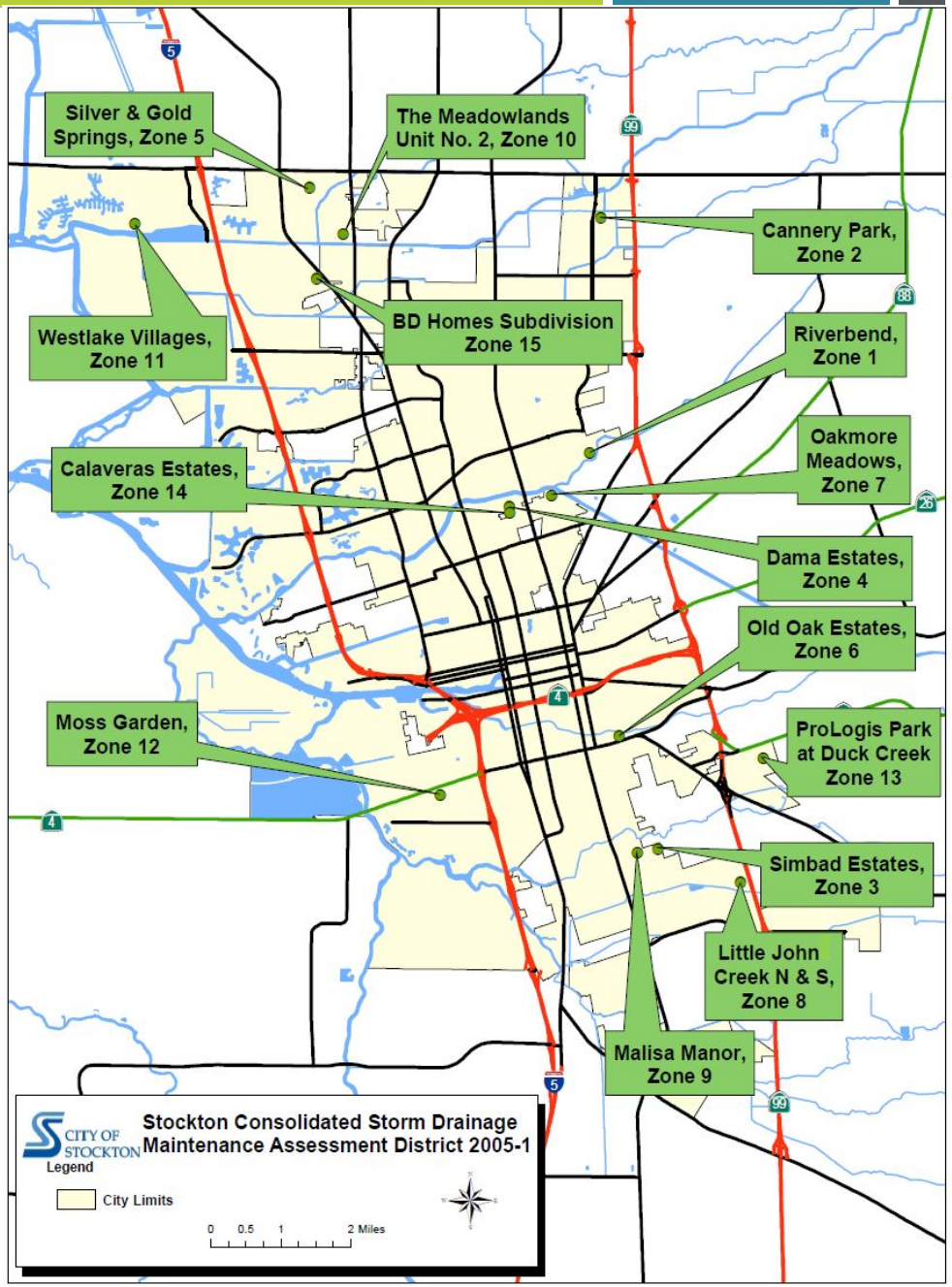
CITY OF STOCKTON
MUD
MUNICIPAL UTILITIES DEPARTMENT

Maximum Allowable vs. Actual Assessments

- Original Engineer's Report approved by landowner ballot – allows for annual Cost of Living Adjustment.
- Approves annual maximum allowable but collect only what is needed for anticipated operational costs.
- Allows for unanticipated emergencies – to collect only if necessary.

CITY OF STOCKTON
MUD
MUNICIPAL UTILITIES DEPARTMENT

Stockton Consolidated Storm Drainage District 2005-1



Annual Assessment

- Varies by zone as a result of:
  - Zone size.
  - Dwelling Unit Equivalent Factor.
  - Number of parcels within zone.
  - Amount and type of improvements to be maintained.

- FY 2022-2023 Maximum Allowable Adjustment: +5.2%
  - Based on the greater of 3% or the annual San-Francisco-Oakland-San Jose Consumer Price Index.
  - FY 2022-2023 Actual assessments are to increase 7.12% but stay within the maximum allowable.

CITY OF STOCKTON
MUD
MUNICIPAL UTILITIES DEPARTMENT

Fiscal Year 2022-2023 Zone Budgets

Zone No	Zone Name	Proposed Budget (Actual Assessment)	Proposed Per Dwelling Unit Equivalent Factor	Proposed Maximum Allowable Assessment
1	Riverbend	$26,210.34	$40.22	$47,220.73
2A	Cannery Park	$7,093.58	$7.20	$19,310.51
2B	Cannery Park	$15,033.28	$20.02	$23,000.68
3	Simbad Estates	$11,977.28	$427.76	$26,580.68
4	Dama Estates	$11,541.98	$725.00	$34,693.60

CITY OF STOCKTON
MUD
MUNICIPAL UTILITIES DEPARTMENT

Fiscal Year 2022-2023 Zone Budgets

Zone No	Zone Name	Proposed Budget (Actual Assessment)	Proposed Per Dwelling Unit Equivalent Factor	Proposed Maximum Allowable Assessment
5A	Silver Springs & Gold Springs	$30,538.88	$121.24	$74,336.44
5B	Silver Springs & Gold Springs	$3,823.40	$116.42	$5,914.30
6	Old Oak Estates	$12,300.80	$211.82	$22,944.96
7	Oakmore Meadows, Unit 3	$19,895.64	$407.08	$24,762.47
8	Little John Creek North & South	$24,141.60	$383.20	$28,099.26

CITY OF STOCKTON
MUD
MUNICIPAL UTILITIES DEPARTMENT

Fiscal Year 2022-2023 Zone Budgets

Zone No	Zone Name	Proposed Budget (Actual Assessment)	Proposed Per Dwelling Unit Equivalent Factor	Proposed Maximum Allowable Assessment
9	Malisa Manor	$13,014.08	$813.38	$29,075.36
10	Meadowlands, Unit #2	$11,875.68	$329.88	$36,634.32
11	Westlake Villages	$11,770.92	$4.10	$805,337.20
12	Moss Gardens	$11,787.06	$29.30	$78,462.64
13	ProLogis Park at Duck Creek	$26,240.04	$268.25	$78,832.68
14	Calaveras IV	$17,164.24	$418.64	$18,822.69
15	BD Homes	$11,261.12	866.24	$11,059.62

CITY OF STOCKTON
MUD
MUNICIPAL UTILITIES DEPARTMENT

Recommended Actions

- Overrule all public hearing protests.
- Approve and adopt:
  - Stockton Consolidated Storm Drainage Maintenance Assessment District 2005-1 Annual Engineer's Report.
  - Maximum Allowable Assessment.
  - Annual Budget/Actual Assessment for each Zone of the District.
- Confirm and levy assessment for each Zone.

CITY OF STOCKTON
MUD
MUNICIPAL UTILITIES DEPARTMENT

File #: 22-0489, **Version:** 1

HOLD PUBLIC HEARING FOR APPROVAL OF THE ENGINEER'S REPORT, FISCAL YEAR 2022-23 ANNUAL BUDGETS AND ASSESSMENTS FOR INDUSTRIAL STORM DRAINAGE BASIN MAINTENANCE DISTRICTS

RECOMMENDATION

It is recommended that the City Council conduct the public hearing called for at its meeting on April 19, 2022, to consider public comment and testimony regarding the approval and adoption of the annual budgets and assessment rolls for the six districts listed below (each, a "District").

At the conclusion of the public hearing, if less than fifty percent (50%) of the owners of the assessable lands within a district file a protest of the proposed levy of annual maintenance assessments, it is recommended that the City Council adopt resolutions to:

1. Overrule all public hearing protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in each District, provided, as to each District, no majority protest exists.

2. Approve and adopt the preliminary Fiscal Year (FY) 2022-23 annual budget for each District.

3. Confirm and levy FY 2022-23 assessments for each of the following six industrial storm drainage basin maintenance assessment districts (Districts).

    1) Western Pacific Industrial Park Storm Drainage Basin Maintenance District, Project Number 81-1 (Western Pacific)

    2) Charter Way Industrial Site Storm Drainage Basin Maintenance District, Project Number 86-4 (Charter Way)

    3) Arch Road Industrial Park Storm Drainage Basin Maintenance District, Project Number 84-2 (Arch Road)

    4) Airport Gateway Center Storm Drainage Basin Maintenance District (Airport Gateway)

    5) Stockton Airport Business Center Storm Drainage Basin Maintenance District, Project Number 84-1 (Stockton Airport)

    6) North Newcastle Storm Pump Station and Basin Maintenance District, Project Number 20-1 (North Newcastle)

4. Approve and adopt the Report showing the 2022-23 assessments and the adjusted drainage

acres to be used in assessing the costs and expenses in connection therewith as the method of assessment to be used to pay the costs and expenses of the maintenance and operation.

5. Approve, confirm, and levy the assessments, as set forth in the Report, of the annual amount of costs and expenses to maintain and operate the improvements upon the several subdivisions of land in each District, in proportion to the estimated benefits to be received by said subdivisions, respectively, from the operation of said improvements and of the expenses incidental thereto, as set forth in each respective Report.

It is further recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of these resolutions.

Summary

The Municipal Improvement Act of 1913 and Stockton Improvement Procedure Code, Part V, under which these Districts were formed, requires annual Council approval of the Engineer's Report, Budget, Assessment Rolls, and approval to levy the corresponding annual assessments for each separate District. The assessment district rates for FY 2022-23, where allowed by an annual escalator, will increase over the FY 2021-22 rates. Where not allowed by an annual escalator, rates will remain the same as the FY 2021-22 rates. The City makes no financial contributions to any of the Districts. All fees, costs, and expenses incurred will be payable solely from the proceeds of the annual assessments to be levied and collected on the San Joaquin County property tax roll, or from each District's reserve funds. A copy of the FY 2022-23 Annual Engineers' Report is on file in the Office of the City Clerk and can also be found on the City of Stockton website at the following link: <http://www.stocktonca.gov/government/departments/municipalUtilities/utilStormInd.html>"

If approved by the City Council, this action will adopt the annual budgets and assessments for the six industrial storm drainage basin maintenance districts listed above for FY 2022-23.

DISCUSSION

Background

The City Council, pursuant to Resolution Numbers 85-0416, 86-1059, 88-0492, 88-0552, 99-0400 and 2020-10-20-1112, authorized the formation of the six industrial storm drainage basin maintenance districts (Attachment A). The formation of these districts was based on the provisions of the Municipal Improvement Act of 1913 (Act) and the Stockton Improvement Procedure Code (Stockton Code). The Act and the Stockton Code contain provisions for the City to form assessment districts for the maintenance and operation of improvements that impart a special benefit to an area.

The purpose of these Districts is to provide funding for the operations and maintenance of the storm drainage basins and the associated improvements. The maintenance includes vector control; weed abatement, rodent control, slope dressing; mowing, disking; grading the basin bottom as needed, trash and debris pick-up and removal; cleaning of the basin structures; and sedimentation relocation. Property owners within a District are responsible for funding only those improvements within the District from which they receive benefit.

Western Pacific, Charter Way, and Arch Road districts were established prior to the passage of Proposition 218. No annual cost of living adjustments were included in the formula for calculating the annual assessments for these districts. The assessments for the property parcels are at the maximum allowable assessment rates and have been since the formation of these Districts. Any changes to the assessment/formula for the calculation of the annual assessments would need to be approved, by ballot, by the property owners that will be affected by the assessments.

A portion of the Stockton Airport Business Center District was established prior to Proposition 218 and as such, the original parcels are at the maximum allowable assessment rate with no allowable cost of living adjustments. In FY 2004-05, thirty-five (35) parcels were annexed into the Stockton Airport Business Center District, following the Proposition 218 prescribed property owner ballot procedure. As a result, the annexed parcels are subject to the requirements of Proposition 218, while the original parcels are not. The Engineer's Report for the annexation of the newer parcels allowed for cost-of-living adjustments to be factored into the calculations of the annual assessments for those parcels. Staff has factored in the allowed cost of living adjustment on those parcels for the calculation of the maximum allowable assessment for the District.

On April 19, 2022, the City Council preliminarily approved and confirmed the budgets and proposed assessments for each of the Districts and set a public hearing for June 14, 2022. Through this process, annual assessments are included on the San Joaquin County property tax roll for collection.

Present Situation

Attachment B provides a summary of the proposed FY 2022-23 budget and assessments for each district. None of the FY 2022-23 assessments exceed the established Maximum Annual Allowable Assessments contained in the original Engineer’s Reports that were approved by landowner ballots or written consent of the landowners and approved by the Council as part of the district formation proceedings. The proposed budgets for the districts include engineering fees, attorney’s fees, estimated pond (basin) maintenance work, City of Stockton administration costs and a contingency.

Operational costs of the three basin districts referenced as Western Pacific Industrial Park, Charter Way Industrial Site, and Arch Road Industrial Park are projected to exceed their maximum allowable assessments in FY 2022-23 by $10,708, $13,809, and $10,494, respectively, based on the contracted costs for preparation of the Annual Engineers’ Report and maintenance of the Districts. Sufficient fund balance exists in reserve to cover the gap in costs not covered by the new assessment; therefore, staff recommends approving the full operating budget and the transfer of funds needed from reserve balance. The FY 2021-22 assessments, FY 2022-23 Proposed Assessments, Fund balance transfers, Operational budgets, Final Projected FY 2022-23 fund balances, and FY 2022-23 Maximum Allowable Assessments are as follows:

District	FY 2021-22 Actual Assessment	FY 2022-23 Proposed Assessment	FY 2022-23 Proposed Amount to Transfer from Fund Balance to Expenditure Account	FY 2022-23 Operational Expenditure Budget	FY 2022-23 Projected Fund Balance	FY 2022-23 Maximum Allowable Assessment
Western Pacific Industrial Park	$17,320	$17,319.54	$10,708.00	$28,027.54	$83,125.94	$17,319.54
Charter Way Industrial Site	$13,000	$12,999.98	$13,809.00	$26,808.98	$38,339.12	$12,999.98
Arch Road Industrial Park	$17,373	$17,372.44	$10,494.00	$27,866.44	$119,851.24	$17,372.44

The Engineers' Report for the Airport Gateway Center District and the portions of the Stockton Airport Business Center District that were annexed in FY 2004-05 contain provisions for an annual cost of living adjustment. Each year, the maximum annual assessments are increased in an amount equal to the greater of either 3.0 percent or the annual increase as shown in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose All Items, All Urban Users, as published by the Bureau of Labor Statistics for a similar period of time, which was 5.20 percent for the period from February 2021 to February 2022. For FY 2022-23, the 5.20 percent adjustment has been applied to the calculation of the total maximum allowable assessment for Airport Gateway Center and only the annexed portions of the Stockton Airport Business Center Districts. Proposition 218 provides cities the latitude to approve the maximum allowable assessment if warranted based on estimated expenditures, or if estimated expenditures do not justify the maximum to collect a lesser amount.

Staff recommends that Council approve the maximum allowable assessment that will set the base for upcoming fiscal year calculations. Staff recommends approving the full operational budget and the transfer of funds needed from reserve balance to cover the gap in expenses in the Stockton Airport Business Center. Sufficient fund balance exists in reserve to cover the gap in costs not covered by the new assessment. The FY 2021-22 assessments, FY 2022-23 Proposed Assessments, Fund balance transfers, Operational budgets, Final Projected FY 2021-22 fund balances, and FY 2022-23 Maximum Allowable Assessments are as follows:

District	FY 2021-22 Actual Assessment	FY 2022-23 Proposed Assessment	FY 2022-23 Proposed Amount to Transfer from Fund Balance to Expenditure Account	FY 2022-23 Operational Expenditure Budget	FY 2022-23 Projected Fund Balance	FY 2022-23 Maximum Allowable Assessment
Airport Gateway	$28,257	$30,269.26	$0.00	$30,269.26	$361,214.10	$113,171.97
Stockton Airport Business Center	$13,192	$14,129.40	$9,026.68	$30,368.08	$304,433.12	$43,045.19
North Newcastle	$62,796	$67,268.98	$0.00	$67,267.98	$1,240.79	$82,228.58

Administrative and operational costs for the maintenance of the Stockton Airport Business Center basin are offset with transfers from the Little Johns Creek Landscape Maintenance District No. 94-1 and Seabreeze Landscape Maintenance District No. 96-2 ($5,096 and $2,116 respectively), as the basin landscaping is provided for in those districts.

Fund balances are for infrastructure replacement accounts to fund construction of new facilities at the end of their operational life.

The tax rolls submitted for collection show the approved maximum assessment and the actual amount that will be submitted for collection on the San Joaquin County property taxes.

This public hearing allows any interested person an opportunity to make a protest for each district to the maximum annual assessment, to the proposed budget, or to the proposed method and proportion of assessment, either in writing or orally. A majority protest exists if more than fifty percent (50%) of the owners of the area of assessable lands within a district file a written or verbal protest. The required notice of this public hearing was published in The Record on June 3, 2022.

FINANCIAL SUMMARY

The proposed Industrial Storm Drainage Basin Maintenance Districts budget for FY 2022-23 and fund balance projections are detailed in Attachment B.

The City makes no financial contributions to any of the Districts. All fees, costs, and expenses incurred will be payable solely from the proceeds of the annual assessments to be levied and collected on the San Joaquin County property tax roll, or from each District’s reserve funds.

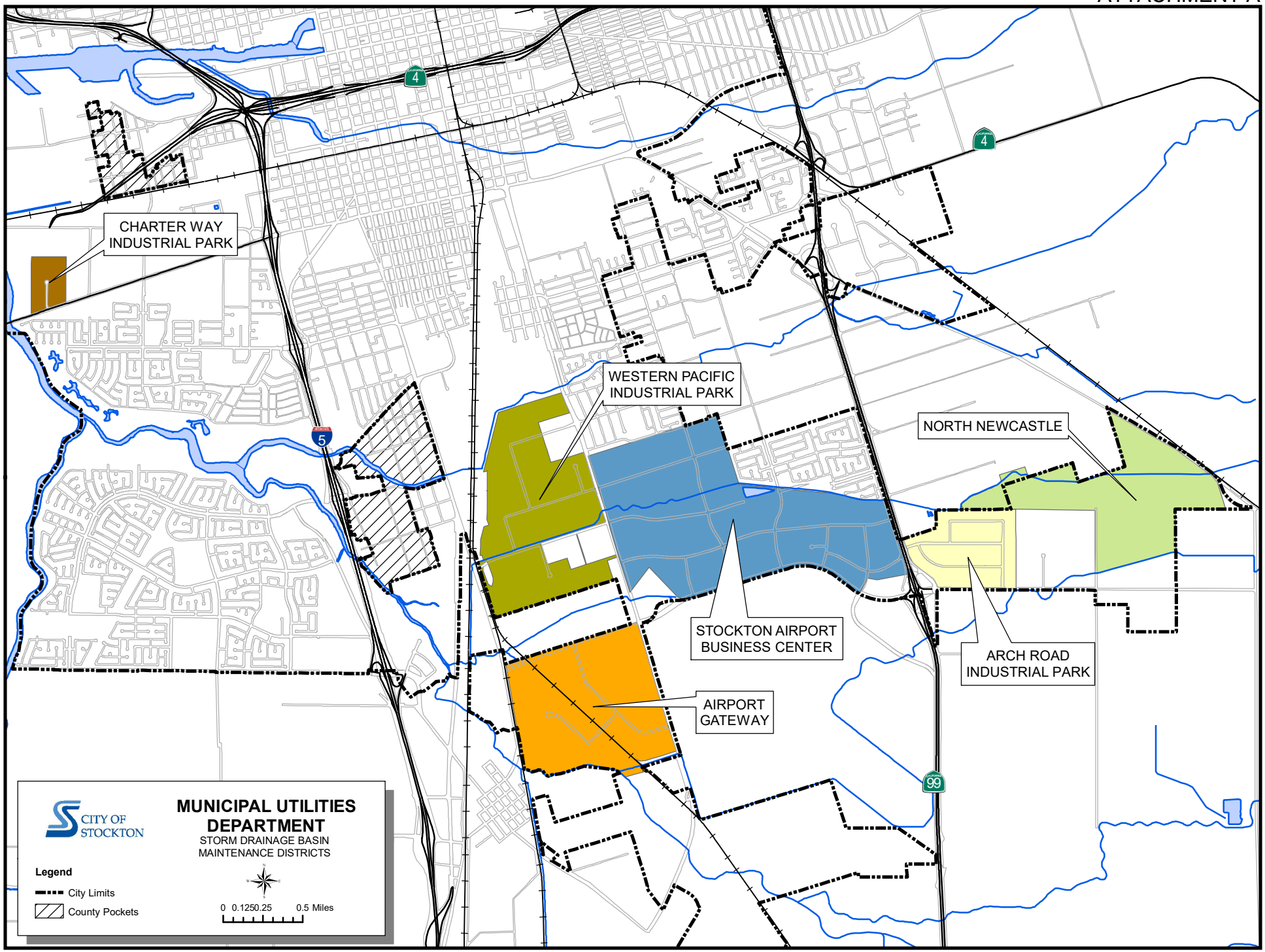
The use of the funds collected within the various districts is restricted by Proposition 218, to pay only the expenses related to the maintenance and operation of the specific storm drainage basin for which they are collected. The funds collected from the property owners of a district can only be used for the work on the basins in that district, as it imparts special benefit restricted to the properties of that

district. District funds are segregated and cannot be used to operate, maintain, or support the activities of the stormwater, or any other, utility at large.

Administrative and operational costs for the maintenance of the Stockton Airport Business Center Basin are offset with transfers from the Little John Creek Landscape Maintenance District No. 94-1 and Seabreeze Landscape Maintenance District No. 96-2 ($5,096 and $2,116, respectively) as the basin landscaping is provided for in those districts.

There is no impact to the General Fund or any other unrestricted fund as a result of taking the recommended actions.

Attachment A - Storm Drainage Basin Districts Location Map
Attachment B - Storm Drainage Basin District Budgets and Fund Balance Projections


CHARTER WAY
INDUSTRIAL PARK
WESTERN PACIFIC
INDUSTRIAL PARK
NORTH NEWCASTLE
STOCKTON AIRPORT
BUSINESS CENTER
ARCH ROAD
INDUSTRIAL PARK
AIRPORT
GATEWAY
4
5
99
CITY OF
STOCKTON
MUNICIPAL UTILITIES
DEPARTMENT
STORM DRAINAGE BASIN
MAINTENANCE DISTRICTS
Legend
City Limits
County Pockets
0 0.1250.25 0.5 Miles

	Dept./Div.		270-003	270-004	270-005	270-006	270-007	270-054
	Object Code	Ref.	**Western Pacific**	**Charter Way**	**Airport Gateway**	**Arch Road**	**Stockton Airport Business Center**	**North Newcastle**
Beginning Fund Balance-FY2021-2022 (FY 20-21 Yr End)		a.	93,833.94	52,148.12	361,214.10	130,345.24	313,459.80	1,240.79
Operational Costs:								
Inspection, Maintenance & Graffiti Control	630013	b.	14,850.00	14,850.00	16,119.30	14,850.00	14,850.00	49,469.08
Fence Repairs			3,500.00	3,500.00		3,500.00	3,500.00	
Administrative Costs:								
Publicity and Advertising	630008	c.	85.00	85.00	91.04	85.00	91.04	72.84
Attorney's Fees	630021	d.	1,432.00	1,433.00	1,655.00	1,433.00	1,621.78	803.40
Processing Fees (County)	630020	e.	105.00	9.00	102.82	165.00	142.46	128.54
Annual Engineer's Report	630003	f.	2,326.00	1,313.00	3,758.84	2,119.00	2,314.86	3,277.86
Professional Services	630006							3,213.60
City Administration	670002	g.	3,500.00	3,500.00	4,284.80	3,500.00	5,356.00	5,356.00
Total Administrative Costs			7,448.00	6,340.00	9,892.50	7,302.00	9,526.14	12,852.24
Contingency	670008		*2,229.54*	*2,118.98*	4,257.46	*2,214.44*	2,491.94	4,946.66
Replacement Reserve	670008	h.	-	-		-	-	
Total Operation/Admin/Contigency/Replacement			28,027.54	26,808.98	30,269.26	27,866.44	30,368.08	67,267.98
Revenues:								
Current Year Assessments	442030		17,319.54	12,999.98	30,269.26	17,372.44	14,129.40	67,267.98
Transfers:								
Transfer From Fund Balance		i.	10,708.00	13,809.00	-	10,494.00	9,026.68	-
Transfer In from Little John Creek Landscape Maintenance District No. 94-1	500001	j.	-	-	-	-	5,096.00	
Transfer In from Seabreeze Landscape Maintenance District No. 96-2	500001	k.	-	-	-	-	2,116.00	
Total Revenues/Transfers			28,027.54	26,808.98	30,269.26	27,866.44	30,368.08	67,267.98
Projected Fiscal Year 2022-23 Fund Balance			83,125.94	38,339.12	361,214.10	119,851.24	304,433.12	1,240.79
Maximum Allowable Assessment - 5.20%			17,319.54	12,999.98	113,171.97	17,372.44	43,045.19	82,228.58

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION ADOPTING ANNUAL BUDGET AND CONFIRMING ASSESSMENTS FOR THE AIRPORT GATEWAY CENTER STORM DRAINAGE BASIN MAINTENANCE DISTRICT

On April 19, 2022, this Council adopted Resolution No. 2022-04-19-1206-04 preliminary approving the proposed budget for the Fiscal Year (FY) 2022-23 costs and expenses of the maintenance and operation of the improvements in the above District and of the incidental expenses in connection therewith, as more particularly described in the Resolution, and appointed Tuesday, June 14, 2022, at 5:30 P.M., in the regular meeting place of said Council, Council Chambers, Stockton, California, as the time and place for the hearing of protests to the proposed budget for the District, and directed the City Clerk to give a notice of such public hearing as required by law; and

Notice of the public hearing was duly and regularly published in **The Record**, in the time, form and manner required by law, as evidenced by the declaration on file with the City Clerk, whereupon the public hearing was duly and regularly held at the time and place stated in the notice; and

No persons interested, objecting to the FY 2022-23 Engineer's letter Report (the "Report"), the assessments, the proposed budget, or to the proposed method and proportion of assessment as shown in said Report, filed written protests with the City Clerk at or before the time set for the hearing, and all persons interested desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the Report were fully heard and considered by this Council; now, therefore,

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

1. The owners of one-half of the area of the property to be assessed for the maintenance and operational costs did not at or prior to the time fixed for the hearing, file written protests against the proposed budget, or to the Report, or to the estimated benefit to the parcels within the District and of the proportional factors to be used to assess the annual costs and expenses of the maintenance and operation of the improvements.

2. Any and all protests made either to the Report, the proposed budget, or to the proposed levy of assessments, and all persons desiring to be heard in relation to any of the matters, whether as protestants or otherwise, have been fully heard and considered, and any and all such protests or objections are hereby overruled.

3. The assessments are in compliance with all laws pertaining to the levy of the annual assessment (§ 4 of Article XIIID of the California State Constitution, § 53753.5 of the Government Code of the State of California, Streets and Highways Code § 10000 *et seq.,* and the Stockton Improvement Procedure Code). The assessments are levied without regard to property valuation. The purpose of the assessments is the maintenance and operation of storm drainage facilities.

The City of Stockton hereby certifies that the special assessment(s), fee(s), or charges(s) listed below to be placed on the 2022-23 Secured Property Tax bill by the City of Stockton meets the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. The Report showing the 2022-23 assessments and the adjusted drainage acres to be used in assessing the costs and expenses in connection therewith be, and it is hereby adopted and approved as is the method of assessment to be used to pay the costs and expenses of the maintenance and operation.

5. The assessments set forth in the Report of the annual amount of costs and expenses of the maintenance and operation of the improvements, upon the several subdivisions of land in the District in proportion to the estimated benefits to be received by said subdivisions, respectively, from the operation of said improvements and of the expenses incidental thereto, be, and the same is hereby approved and confirmed and the assessments as set forth in the Report are hereby levied.

6. The City Manager is hereby authorized to direct the Chief Financial Officer or his/her designee to enter the assessments on the 2022-23 tax roll for the parcels within the District as shown in the Report on file with the City Clerk.

7. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED and ADOPTED June 14, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION ADOPTING ANNUAL BUDGET AND CONFIRMING ASSESSMENTS FOR THE ARCH ROAD INDUSTRIAL PARK STORM DRAINAGE BASIN MAINTENANCE DISTRICT

On April 19, 2022, this Council adopted Resolution No. 2022-04-19-1206-03 preliminary approving the proposed budget for the Fiscal Year (FY) 2022-23 costs and expenses of the maintenance and operation of the improvements in the above District and of the incidental expenses in connection therewith, as more particularly described in the Resolution, and appointed Tuesday, June 14, 2022, at 5:30 P.M., in the regular meeting place of said Council, Council Chambers, Stockton, California, as the time and place for the hearing of protests to the proposed budget for the District, and directed the City Clerk to give a notice of such public hearing as required by law; and

Notice of the public hearing was duly and regularly published in **The Record**, in the time, form and manner required by law, as evidenced by the declaration on file with the City Clerk, whereupon the public hearing was duly and regularly held at the time and place stated in the notice; and

No persons interested, objecting to the FY 2022-23 Engineer's letter Report (the "Report"), the assessments, the proposed budget, or to the proposed method and proportion of assessment as shown in said Report, filed written protests with the City Clerk at or before the time set for the hearing, and all persons interested desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the Report were fully heard and considered by this Council; now, therefore,

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

1. The owners of one-half of the area of the property to be assessed for the maintenance and operational costs did not at or prior to the time fixed for the hearing, file written protests against the proposed budget, or to the Report, or to the estimated benefit to the parcels within the District and of the proportional factors to be used to assess the annual costs and expenses of the maintenance and operation of the improvements.

2. Any and all protests made either to the Report, the proposed budget, or to the proposed levy of assessments, and all persons desiring to be heard in relation to any of the matters, whether as protestants or otherwise, have been fully heard and considered, and any and all such protests or objections are hereby overruled.

3. The assessments are in compliance with all laws pertaining to the levy of the annual assessment (§ 4 of Article XIIID of the California State Constitution, § 53753.5 of the Government Code of the State of California, Streets and Highways Code § 10000 *et seq.,* and the Stockton Improvement Procedure Code). The assessments are levied without regard to property valuation. The purpose of the assessments is the maintenance and operation of storm drainage facilities.

The City of Stockton hereby certifies that the special assessment(s), fee(s), or charges(s) listed below to be placed on the 2022-23 Secured Property Tax bill by the City of Stockton meets the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. The Report showing the 2022-23 assessments and the adjusted drainage acres to be used in assessing the costs and expenses in connection therewith be, and it is hereby adopted and approved as is the method of assessment to be used to pay the costs and expenses of the maintenance and operation.

5. The assessments set forth in the Report of the annual amount of costs and expenses of the maintenance and operation of the improvements, upon the several subdivisions of land in the District in proportion to the estimated benefits to be received by said subdivisions, respectively, from the operation of said improvements and of the expenses incidental thereto, be, and the same is hereby approved and confirmed and the assessments as set forth in the Report are hereby levied.

6. The City Manager is hereby authorized to direct the Chief Financial Officer or his/her designee to enter the assessments on the 2022-23 tax roll for the parcels within the District as shown in the Report on file with the City Clerk.

7. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED and ADOPTED June 14, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION ADOPTING ANNUAL BUDGET AND CONFIRMING ASSESSMENTS FOR THE CHARTER WAY INDUSTRIAL SITE STORM DRAINAGE BASIN MAINTENANCE DISTRICT

On April 19, 2022, this Council adopted Resolution No. 2022-04-19-1206-02 preliminary approving the proposed budget for the Fiscal Year (FY) 2022-23 costs and expenses of the maintenance and operation of the improvements in the above District and of the incidental expenses in connection therewith, as more particularly described in the Resolution, and appointed Tuesday, June 14, 2022, at 5:30 P.M., in the regular meeting place of said Council, Council Chambers, Stockton, California, as the time and place for the hearing of protests to the proposed budget for the District, and directed the City Clerk to give a notice of such public hearing as required by law; and

Notice of the public hearing was duly and regularly published in **The Record**, in the time, form and manner required by law, as evidenced by the declaration on file with the City Clerk, whereupon the public hearing was duly and regularly held at the time and place stated in the notice; and

No persons interested, objecting to the FY 2022-23 Engineer's letter Report (the "Report"), the assessments, the proposed budget, or to the proposed method and proportion of assessment as shown in said Report, filed written protests with the City Clerk at or before the time set for the hearing, and all persons interested desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the Report were fully heard and considered by this Council; now, therefore,

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

1. The owners of one-half of the area of the property to be assessed for the maintenance and operational costs did not at or prior to the time fixed for the hearing, file written protests against the proposed budget, or to the Report, or to the estimated benefit to the parcels within the District and of the proportional factors to be used to assess the annual costs and expenses of the maintenance and operation of the improvements.

2. Any and all protests made either to the Report, the proposed budget, or to the proposed levy of assessments, and all persons desiring to be heard in relation to any of the matters, whether as protestants or otherwise, have been fully heard and considered, and any and all such protests or objections are hereby overruled.

3. The assessments are in compliance with all laws pertaining to the levy of the annual assessment (§ 4 of Article XIIID of the California State Constitution, § 53753.5 of the Government Code of the State of California, Streets and Highways Code § 10000 *et seq.,* and the Stockton Improvement Procedure Code). The assessments are levied without regard to property valuation. The purpose of the assessments is the maintenance and operation of storm drainage facilities.

The City of Stockton hereby certifies that the special assessment(s), fee(s), or charges(s) listed below to be placed on the 2022-23 Secured Property Tax bill by the City of Stockton meets the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. The Report showing the 2022-23 assessments and the adjusted drainage acres to be used in assessing the costs and expenses in connection therewith be, and it is hereby adopted and approved as is the method of assessment to be used to pay the costs and expenses of the maintenance and operation.

5. The assessments set forth in the Report of the annual amount of costs and expenses of the maintenance and operation of the improvements, upon the several subdivisions of land in the District in proportion to the estimated benefits to be received by said subdivisions, respectively, from the operation of said improvements and of the expenses incidental thereto, be, and the same is hereby approved and confirmed and the assessments as set forth in the Report are hereby levied.

6. The City Manager is hereby authorized to direct the Chief Financial Officer or his/her designee to enter the assessments on the 2022-23 tax roll for the parcels within the District as shown in the Report on file with the City Clerk.

7. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED and ADOPTED June 14, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION ADOPTING ANNUAL BUDGET AND CONFIRMING ASSESSMENTS FOR THE NORTH NEWCASTLE STORM DRAINAGE BASIN MAINTENANCE DISTRICT

On April 19, 2022, this Council adopted Resolution No. 2022-04-19-1206-06 preliminary approving the proposed budget for the Fiscal Year (FY) 2022-23 costs and expenses of the maintenance and operation of the improvements in the above District and of the incidental expenses in connection therewith, as more particularly described in the Resolution, and appointed Tuesday, June 14, 2022, at 5:30 P.M., in the regular meeting place of said Council, Council Chambers, Stockton, California, as the time and place for the hearing of protests to the proposed budget for the District, and directed the City Clerk to give a notice of such public hearing as required by law; and

Notice of the public hearing was duly and regularly published in **The Record**, in the time, form and manner required by law, as evidenced by the declaration on file with the City Clerk, whereupon the public hearing was duly and regularly held at the time and place stated in the notice; and

No persons interested, objecting to the FY 2022-23 Engineer's letter Report (the "Report"), the assessments, the proposed budget, or to the proposed method and proportion of assessment as shown in said Report, filed written protests with the City Clerk at or before the time set for the hearing, and all persons interested desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the Report were fully heard and considered by this Council; now, therefore,

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

1. The owners of one-half of the area of the property to be assessed for the maintenance and operational costs did not at or prior to the time fixed for the hearing, file written protests against the proposed budget, or to the Report, or to the estimated benefit to the parcels within the District and of the proportional factors to be used to assess the annual costs and expenses of the maintenance and operation of the improvements.

2. Any and all protests made either to the Report, the proposed budget, or to the proposed levy of assessments, and all persons desiring to be heard in relation to any of the matters, whether as protestants or otherwise, have been fully heard and considered, and any and all such protests or objections are hereby overruled.

3. The assessments are in compliance with all laws pertaining to the levy of the annual assessment (§ 4 of Article XIIID of the California State Constitution, § 53753.5 of the Government Code of the State of California, Streets and Highways Code § 10000 *et seq*., and the Stockton Improvement Procedure Code). The assessments are levied without regard to property valuation. The purpose of the assessments is the maintenance and operation of storm drainage facilities.

The City of Stockton hereby certifies that the special assessment(s), fee(s), or charges(s) listed below to be placed on the 2022-23 Secured Property Tax bill by the City of Stockton meets the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. The Report showing the 2022-23 assessments and the adjusted drainage acres to be used in assessing the costs and expenses in connection therewith be, and it is hereby adopted and approved as is the method of assessment to be used to pay the costs and expenses of the maintenance and operation.

5. The assessments set forth in the Report of the annual amount of costs and expenses of the maintenance and operation of the improvements, upon the several subdivisions of land in the District in proportion to the estimated benefits to be received by said subdivisions, respectively, from the operation of said improvements and of the expenses incidental thereto, be, and the same is hereby approved and confirmed and the assessments as set forth in the Report are hereby levied.

6. The City Manager is hereby authorized to direct the Chief Financial Officer or his/her designee to enter the assessments on the 2022-23 tax roll for the parcels within the District as shown in the Report on file with the City Clerk.

7. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 14, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION ADOPTING ANNUAL BUDGET AND CONFIRMING ASSESSMENTS FOR THE STOCKTON AIRPORT BUSINESS PARK STORM DRAINAGE BASIN MAINTENANCE DISTRICT

On April 19, 2022, this Council adopted Resolution No. 2022-04-19-1206-05 preliminary approving the proposed budget for the Fiscal Year (FY) 2021-22 costs and expenses of the maintenance and operation of the improvements in the above District and of the incidental expenses in connection therewith, as more particularly described in the Resolution, and appointed Tuesday, June 14, 2022, at 5:30 P.M., in the regular meeting place of said Council, Council Chambers, Stockton, California, as the time and place for the hearing of protests to the proposed budget for the District, and directed the City Clerk to give a notice of such public hearing as required by law; and

Notice of the public hearing was duly and regularly published in **The Record**, in the time, form and manner required by law, as evidenced by the declaration on file with the City Clerk, whereupon the public hearing was duly and regularly held at the time and place stated in the notice; and

No persons interested, objecting to the FY 2022-23 Engineer's letter Report (the "Report"), the assessments, the proposed budget, or to the proposed method and proportion of assessment as shown in said Report, filed written protests with the City Clerk at or before the time set for the hearing, and all persons interested desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the Report were fully heard and considered by this Council; now, therefore,

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

1. The owners of one-half of the area of the property to be assessed for the maintenance and operational costs did not at or prior to the time fixed for the hearing, file written protests against the proposed budget, or to the Report, or to the estimated benefit to the parcels within the District and of the proportional factors to be used to assess the annual costs and expenses of the maintenance and operation of the improvements.

2. Any and all protests made either to the Report, the proposed budget, or to the proposed levy of assessments, and all persons desiring to be heard in relation to any of the matters, whether as protestants or otherwise, have been fully heard and considered, and any and all such protests or objections are hereby overruled.

3. The assessments are in compliance with all laws pertaining to the levy of the annual assessment (§ 4 of Article XIIID of the California State Constitution, § 53753.5 of the Government Code of the State of California, Streets and Highways Code § 10000 *et seq*., and the Stockton Improvement Procedure Code). The assessments are levied without regard to property valuation. The purpose of the assessments is the maintenance and operation of storm drainage facilities.

The City of Stockton hereby certifies that the special assessment(s), fee(s), or charges(s) listed below to be placed on the 2022-23 Secured Property Tax bill by the City of Stockton meets the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. The Report showing the 2022-23 assessments and the adjusted drainage acres to be used in assessing the costs and expenses in connection therewith be, and it is hereby adopted and approved as is the method of assessment to be used to pay the costs and expenses of the maintenance and operation.

5. The assessments set forth in the Report of the annual amount of costs and expenses of the maintenance and operation of the improvements, upon the several subdivisions of land in the District in proportion to the estimated benefits to be received by said subdivisions, respectively, from the operation of said improvements and of the expenses incidental thereto, be, and the same is hereby approved and confirmed and the assessments as set forth in the Report are hereby levied.

6. The City Manager is hereby authorized to direct the Chief Financial Officer or his/her designee to enter the assessments on the 2022-23 tax roll for the parcels within the District as shown in the Report on file with the City Clerk.

7. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 14, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION ADOPTING ANNUAL BUDGET AND CONFIRMING ASSESSMENTS FOR THE WESTERN PACIFIC INDUSTRIAL PARK STORM DRAINAGE BASIN MAINTENANCE DISTRICT

On April 19, 2021, this Council adopted Resolution No. 2022-04-19-1206-01 preliminary approving the proposed budget for the Fiscal Year (FY) 2022-23 costs and expenses of the maintenance and operation of the improvements in the above District and of the incidental expenses in connection therewith, as more particularly described in the Resolution, and appointed Tuesday, June 14, 2022, at 5:30 P.M., in the regular meeting place of said Council, Council Chambers, Stockton, California, as the time and place for the hearing of protests to the proposed budget for the District, and directed the City Clerk to give a notice of such public hearing as required by law; and

Notice of the public hearing was duly and regularly published in **The Record**, in the time, form and manner required by law, as evidenced by the declaration on file with the City Clerk, whereupon the public hearing was duly and regularly held at the time and place stated in the notice; and

No persons interested, objecting to the FY 2022-23 Engineer's letter Report (the "Report"), the assessments, the proposed budget, or to the proposed method and proportion of assessment as shown in said Report, filed written protests with the City Clerk at or before the time set for the hearing, and all persons interested desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the Report were fully heard and considered by this Council; now, therefore,

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

1. The owners of one-half of the area of the property to be assessed for the maintenance and operational costs did not at or prior to the time fixed for the hearing, file written protests against the proposed budget, or to the Report, or to the estimated benefit to the parcels within the District and of the proportional factors to be used to assess the annual costs and expenses of the maintenance and operation of the improvements.

2. Any and all protests made either to the Report, the proposed budget, or to the proposed levy of assessments, and all persons desiring to be heard in relation to any of the matters, whether as protestants or otherwise, have been fully heard and considered, and any and all such protests or objections are hereby overruled.

3. The assessments are in compliance with all laws pertaining to the levy of the annual assessment (§4 of Article XIIID of the California State Constitution, § 53753.5 of the Government Code of the State of California, Streets and Highways Code § 10000 *et seq.,* and the Stockton Improvement Procedure Code). The assessments are levied without regard to property valuation. The purpose of the assessments is the maintenance and operation of storm drainage facilities.

The City of Stockton hereby certifies that the special assessment(s), fee(s), or charges(s) listed below to be placed on the 2022-23 Secured Property Tax bill by the City of Stockton meets the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. The Report showing the 2022-23 assessments and the adjusted drainage acres to be used in assessing the costs and expenses in connection therewith be, and it is hereby adopted and approved as is the method of assessment to be used to pay the costs and expenses of the maintenance and operation.

5. The assessments set forth in the Report of the annual amount of costs and expenses of the maintenance and operation of the improvements, upon the several subdivisions of land in the District in proportion to the estimated benefits to be received by said subdivisions, respectively, from the operation of said improvements and of the expenses incidental thereto, be, and the same is hereby approved and confirmed and the assessments as set forth in the Report are hereby levied.

6. The City Manager is hereby authorized to direct the Chief Financial Officer or his/her designee to enter the assessments on the 2022-23 tax roll for the parcels within the District as shown in the Report on file with the City Clerk.

7. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED and ADOPTED June 14, 2022.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

Stockton Storm Drainage Basin Maintenance Districts

Public Hearing for Fiscal Year 2022-2023 Assessments

Municipal Utilities Department

June 14, 2022

Agenda Item No. 16.4

CITY OF STOCKTON

MUD

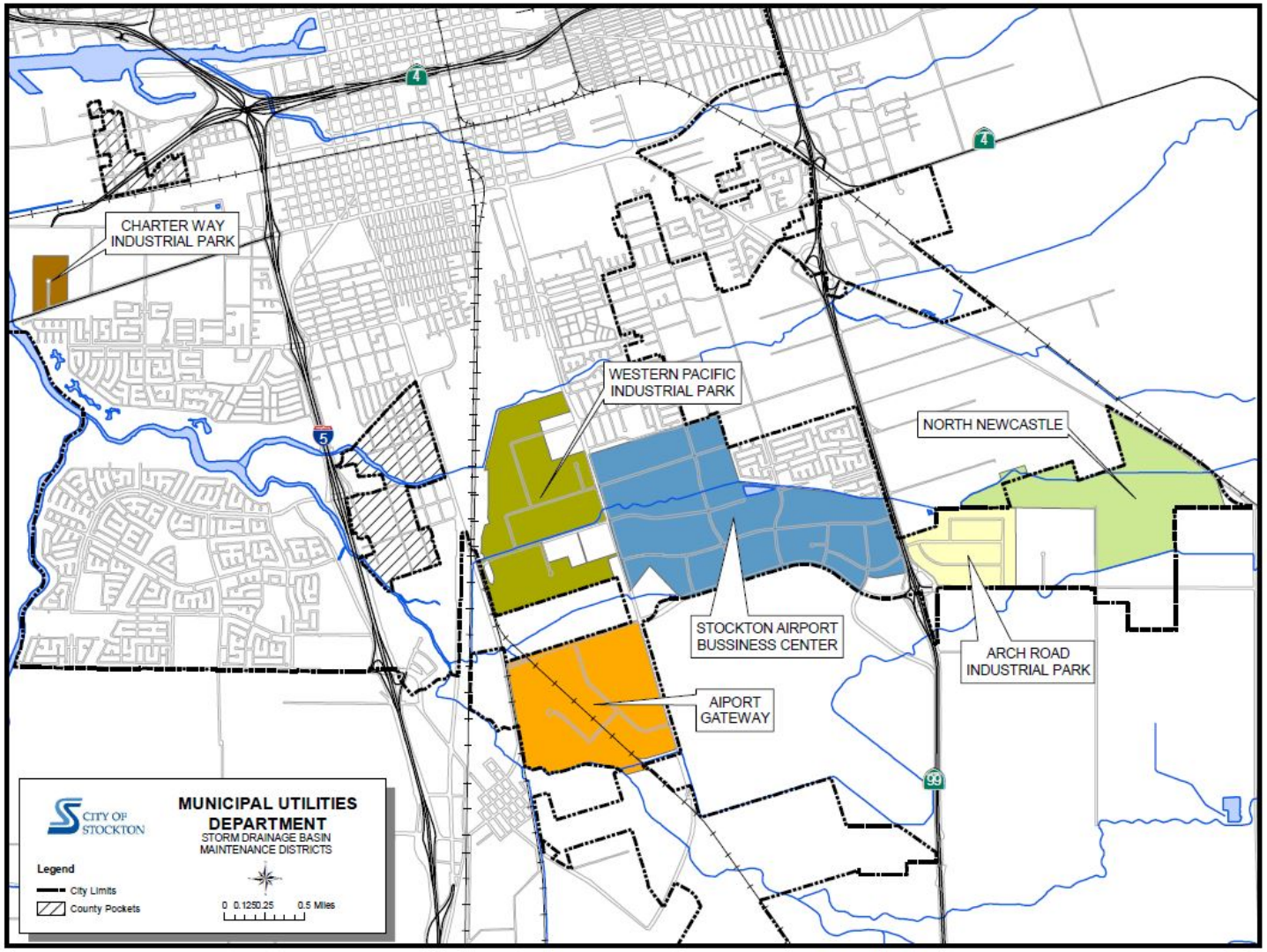
MUNICIPAL UTILITIES DEPARTMENT

Storm Drainage Basin Maintenance Districts

- Established to maintain the following six Districts:
  - Western Pacific Industrial Park
  - Charter Way Industrial Site
  - Arch Road Industrial
  - Airport Gateway Center
  - Stockton Airport Business Center
  - North Newcastle

CITY OF STOCKTON
MUD
MUNICIPAL UTILITIES DEPARTMENT

Storm Drainage Basin Maintenance Districts



CITY OF STOCKTON
MUD
MUNICIPAL UTILITIES DEPARTMENT

Storm Drainage Basin Maintenance Districts

- Each Year Council Adopts the Following:
  - Engineer's Reports.
  - Maximum Allowable Assessment.
  - Annual Budget/Actual Assessment.
- Maintenance and operation of stormwater quality (treatment) improvements.
- Assessment provides funding for:
  - Operation, maintenance and preparation of annual Engineer's reports & tax rolls; legal review; collection of assessments on San Joaquin County property taxes and City administration.

CITY OF STOCKTON
MUD
MUNICIPAL UTILITIES DEPARTMENT

Maximum Allowable vs. Actual Assessments

- Original Engineer's Reports approved by landowner ballot – allows for annual Cost of Living Adjustment.
- Approves annual maximum allowable but collect only what is needed for anticipated operational costs.
- Allows for unanticipated emergencies – to collect only if necessary.

CITY OF STOCKTON
MUD
MUNICIPAL UTILITIES DEPARTMENT

Annual Assessment

- Varies by District as a result of:
  - District size.
  - Number of parcels within District.
  - Basin to be maintained.
- Fiscal Year 2022-23 Maximum Allowable Adjustment: +3.0
  - Based on the greater of 3% or the annual San Francisco-Oakland-San Jose Consumer Price Index.
  - FY 2022-2023 Actual assessments are to increase the zone assessment amounts by 5.20% for Airport Gateway Center and only the annexed portions of the Stockton Airport Business Center Districts.

CITY OF STOCKTON
MUD
MUNICIPAL UTILITIES DEPARTMENT

Fiscal Year 2022-2023 Proposed Total Assessments

District	Proposed Assessment	Proposed Budget	Maximum Allowable Assessment
Western Pacific Industrial	$17,319.54	$28,027.54 *	$17,319.54
Charter Way Industrial Site	$12,999.98	$13,809.00 *	$12,999.98
Arch Road Industrial Park	$17,372.44	$27,866.44 *	$17.372.44
Airport Gateway Center	$30,269.56	$30,269.26*	$115,237.47
Stockton Airport Business Center	$14,129.00	$30,368.08*	$43,486.97
North Newcastle	$67,268.00	$67,267.98	$83,729.33

**Proposed Budgets that exceed the Proposed Assessment amounts will use Fund Balance Reserves from their respective Districts.*

CITY OF STOCKTON
MUD
MUNICIPAL UTILITIES DEPARTMENT

Recommended Actions

- Overrule all public hearing protests.
- Approve & adopt Fiscal Year 2022-23 budgets for each Maintenance District.
- Confirm & levy assessment for each District.

CITY OF STOCKTON
MUD
MUNICIPAL UTILITIES DEPARTMENT

File #: 22-0594, **Version:** 1

COUNCIL COMMITTEE/BOARD AND COMMISSION MINUTES

RECOMMENDATION

Information item only. No action required.

MINUTES
COUNCIL AUDIT COMMITTEE
MEETING OF DECEMBER 13, 2021

Council Chamber, City Hall

1. CALL TO ORDER/ROLL CALL - 4:05 PM

Roll Call
Present:
Paul Canepa
Daniel Wright
Sol Jobrack

2. PUBLIC COMMENT

None

3. ITEM(S) FOR DISCUSSION

3.1 21-0773 APPROVAL OF MINUTES

Legislation Text

Attachment A - 2021-10-18 Minutes

Approve **Motion 2021-12-13-0301** approving minutes from the Council Audit Committee meeting of October 18, 2021.

Moved by: Sol Jobrack, seconded by Daniel Wright.

Vote: Motion carried 2-0

Yes: Daniel Wright, and Sol Jobrack.
Abstain: Paul Canepa.

3.2 21-0940 APPROVE BY MOTION THE INTERNAL AUDIT STATUS REPORT

Legislation Text

Attachment A - COS Internal Audit Status Report 12-13-21

Approve **Motion 2021-12-13-0302** approving the Internal Audit Status Report, dated December 13, 2021.

Moved by: Sol Jobrack, seconded by Paul Canepa.

Vote: Motion carried 3-0

Yes: Paul Canepa, Daniel Wright, and Sol Jobrack.

3.3 21-0941 APPROVE BY MOTION THE AUDIT TRACKING REPORT

Legislation Text

Attachment A - COS Audit Tracking Report 12-07-21

Approve **Motion 2021-12-13-0303** approving the Audit Tracking Report, dated December 7, 2021.

Moved by: Sol Jobrack, seconded by Paul Canepa.

Vote: Motion carried 3-0

Yes: Paul Canepa, Daniel Wright, and Sol Jobrack.

3.4 21-0942 APPROVE BY MOTION THE VENDOR MANAGEMENT REVIEW REPORT

Legislation Text

Attachment A - Vendor Management Review Report 12-07-2021

Approve **Motion 2021-12-13-0301** approving the Vendor Management Review Report, dated December 7, 2021 and directing staff to bring this item back for review in one year.

Moved by: Sol Jobrack, seconded by Paul Canepa.

Vote: Motion carried 3-0

Yes: Paul Canepa, Daniel Wright, and Sol Jobrack.

4. FUTURE ITEMS/COMMITTEE MEMBER COMMENTS

Mark Steranka, Moss Adams - the next Audit Committee meeting will be January 10, 2021 at 4:00 PM

5. ADJOURNMENT - 4:59 PM

for ELIZA R. GARZA, CMC
STOCKTON CITY CLERK

MINUTES
COUNCIL COMMUNITY IMPROVEMENT AND CRIME PREVENTION COMMITTEE
MEETING OF AUGUST 11, 2021

Council Chamber - City Hall 425 N. El Dorado Street, Stockton CA

1. CALL TO ORDER/ROLL CALL - 4:00 PM

Roll Call
Present:
Kimberly Warmsley
Susan Lenz
Absent:
Christina Fugazi .

Note: Vice Chair Fugazi arrived to the meeting at 4:08 PM

2. PUBLIC COMMENT

The following persons provided electronic public comment: Kailee Mahoney

Electronic Public Comment

Mark Stebbins - code enforcement operations

Kathleen Gapusan - code enforcement

Ralph White - code enforcement; hotel shutdowns; masks

Sam Fant - code enforcement, Police Department, fines, liens on property

3. ITEM(S) FOR DISCUSSION

3.1 21-0563 OVERVIEW STOCKTON POLICE DEPARTMENT - NEIGHBORHOOD SERVICES SECTION

This item was informational only. No action was taken.

Legislation Text

Note: Member Lenz left the meeting at 5:43 PM

Note: The meeting recessed at 5:44 PM and reconvened at 5:50 PM

4. FUTURE ITEMS/COMMITTEE MEMBER COMMENTS

Chair Warmsley - CBDG fund allocations; economic support; parking; use of COVID dollars; data on statistics for fines

Vice Chair Fugazi - building and inspections; placement of department; research waiving fines

5. ADJOURNMENT - 5:55 PM

for ELIZA R. GARZA, CMC
STOCKTON CITY CLERK

MINUTES
COUNCIL LEGISLATION/ENVIRONMENTAL COMMITTEE
MEETING OF NOVEMBER 17, 2021

Council Chamber, City Hall

1. CALL TO ORDER/ROLL CALL - 3:32 PM

Roll Call
Present:
Christina Fugazi
Daniel Wright
Paul Canepa

Note: Vice Chair Wright arrived at 3:39 PM

2. PUBLIC COMMENT

Jasmine Leek - bicycles, electric program

Zach Drivon - Stockton municipal code change (document filed)

Document filed by Zach Drivon - Draft Proposal

3. ITEM(S) FOR DISCUSSION

3.1 21-0737 APPROVAL OF COMMITTEE MINUTES

Legislation Text

Attachment A - 2021-09-15 Minutes

Approve **Motion 2021-11-17-0301** approving the minutes from the Council Legislation/Environmental Committee meeting for September 15, 2021.

Moved by: Paul Canepa, seconded by Christina Fugazi .

Vote: Motion carried 2-0

Yes: Christina Fugazi , and Paul Canepa.
Absent: Daniel Wright.

3.2 21-0781 DISCUSSION ON BICYCLES

Informational item only. No action taken

Legislation Text

Attachment A - Public Comment dated 5.19.2021

Attachment B - SMC Chapter 10.12, Bicycles

Attachment C - FY21-22 Adopted Fee Schedule F-73

Attachment D - Sacramento Shared Rideables Ordinance

3.3 21-0853 DISCUSSION - POTENTIAL GHOST GUN ORDINANCE

Discussion only item. No action taken

Legislation Text

Attachment A - SD Ghost Gun Ordinance

Attachment B - SF Ghost Gun Ordinance

4. FUTURE ITEMS/COMMITTEE MEMBER COMMENTS

Chair Fugazi- reusable bottles; vaping; drones; food truck vendor ordinance; cannabis ordinance

Vice Chair Wright - homeless encampments

5. ADJOURNMENT - 4:28 PM

Allison Lombardo

for ELIZA R. GARZA, CMC
STOCKTON CITY CLERK

MINUTES
COUNCIL LEGISLATION/ENVIRONMENTAL COMMITTEE
MEETING OF DECEMBER 15, 2021

Council Chamber, City Hall

1. CALL TO ORDER/ROLL CALL - 3:32 PM

Roll Call
Present:
Christina Fugazi
Daniel Wright
Paul Canepa

Note: Vice Chair Wright arrived at 3:38 PM

2. PUBLIC COMMENT

Nicki Smith - Cleveland School Remembers; thanked Councilmembers Wright and Warmsley

The following person provided electronic public comment: Mary Elizabeth

Electronic Public Comment

3. ITEM(S) FOR DISCUSSION

3.1 21-0946 GHOST GUN AMENDMENT DISCUSSION

Discussion item only. No action was taken.

Legislation Text

Draft Ghost Gun Ordinance

4. FUTURE ITEMS/COMMITTEE MEMBER COMMENTS

Member Canepa - alarming numbers, 141 guns

Chair Fugazi - smoke shops selling illegal items; too many smoke shops, cannabis selling; plastic, clean energy

5. ADJOURNMENT - 4:01 PM

ELIZA R. GARZA, CMC
STOCKTON CITY CLERK

MINUTES
COUNCIL LEGISLATION/ENVIRONMENTAL COMMITTEE
MEETING OF JANUARY 19, 2022

Council Chamber, City Hall 425 N. El Dorado St. Stockton, CA

1. CALL TO ORDER/ROLL CALL - 3:31 PM

Roll Call
Present:
Christina Fugazi
Daniel Wright
Paul Canepa

2. PUBLIC COMMENT

None

3. ITEM(S) FOR DISCUSSION

3.1 22-0055 DISCUSS AN ORDINANCE ON FLYING UNMANNED AIRCRAFT SYSTEMS (DRONES)

Legislation Text

Proposed Ordinance - Port Drones

Powerpoint

Approve **Motion 2022-01-19-0301** forwarding the proposed ordinance amending the Stockton Municipal Code relating to flying Unmanned Aircraft Systems (Drones) in the PT (PORT) Zoning District to the City Council for approval.

Moved by: Daniel Wright, seconded by Paul Canepa.

Vote: Motion carried 3-0

Yes: Christina Fugazi , Daniel Wright, and Paul Canepa.

4. FUTURE ITEMS/COMMITTEE MEMBER COMMENTS

Chair Fugazi - Public Health Advocates, initiative or ordinance placement of food in stores; racial justice equity resolution; food truck vendors; public housing apprenticeship; illegal camping along waterways; single use plastics; the next meeting will be February 16, 2022 at 3:00 PM

Vice Chair Wright - updated list monthly, prevailing wage issues; homeless, right to housing ordinance

Member Canepa - food truck park ordinance; illegal dumping; homeless

5. ADJOURNMENT - 4:00 PM

for ELIZA R. GARZA, CMC
STOCKTON CITY CLERK