



# City of Stockton

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

## Meeting Agenda - Final

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

*Anthony Silva, Mayor/Chair*  
*Paul Canepa, Vice Mayor/Vice Chair (District 3)*  
*Elbert H. Holman Jr. (District 1)*  
*Katherine M. Miller (District 2)*  
*Moses Zapien (District 4)*  
*Dyane Burgos Medina (District 5)*  
*Michael D. Tubbs (District 6)*

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Tuesday, July 29, 2014

4:00 PM

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

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**Closed Session 4:00 | Regular Session 5:30**

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

**2. ADDITIONS TO CLOSED SESSION AGENDA**

**3. ANNOUNCEMENT OF CLOSED SESSION**

**3.1 14-0820 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Number of Cases: Four

Name of Case: Wells Fargo Bank v. City of Stockton (San Joaquin  
County Superior Court Case No. 39-2012-00277662)

Name of Case: Wells Fargo Bank, National Association, as Indenture  
Trustee v. City of Stockton (San Joaquin County Superior Court Case  
No. 39-2012-00280741)

Name of Case: In re City of Stockton, California - Debtor (United States  
Bankruptcy Court, Eastern District of California Case No. 2012-32118)

Name of Case: Richard Price, et al. v. City of Stockton, Redevelopment  
Agency, et al. (United States District Court, Eastern District Case No.  
CIV.S-02-0065 LKK JFM)

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

**Department:** City Attorney

**3.2 14-0823 CONFERENCE WITH LABOR NEGOTIATOR**

Agency Designated Representative: City Manager Kurt Wilson

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 14-0902 PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

City Attorney

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

Department: City Attorney

**4. PUBLIC COMMENT\***

**4.1 14-0907 TRAINING FOR NEW VOTING SOLUTION**

City Clerk staff to provide training on new voting solution from the iPad  
(10 min).

Department: City Clerk

**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. PROCLAMATIONS, COMMENDATIONS, OR INVITATIONS**

**11. CITIZENS' COMMENTS, ANNOUNCEMENTS, OR INVITATIONS\***

## 12. CONSENT AGENDA

### 12.1 14-0674 CONTRACT WITH DELTA HEALTH SYSTEMS (DHS) TO PROVIDE THIRD PARTY ADMINISTRATION (TPA) AND ELIGIBILITY SYSTEM SERVICES FOR THE CITY'S EMPLOYEE MEDICAL PLANS

#### RECOMMENDATION

It is recommended that the City Council authorize by motion the City Manager to execute a contract (Attachment A) and all supporting documents with Delta Health Systems (DHS) as the City of Stockton's Third Party Administrator (TPA) to provide claims/administrative and eligibility system services for the City's self-funded Employee Medical Plans for an initial three (3) years, with an option to renew for an additional two one-year periods, effective January 1, 2015.

Department: Human Resources

Attachments: [Attachment A - Delta Health Systems Agreement](#)

[Attachment B - TPA Fee Proposal Comparison](#)

### 12.2 14-0688 ORDINANCE REPEALING CHAPTER 9.44 OF THE STOCKTON MUNICIPAL CODE

#### RECOMMENDATION

Adopt an Ordinance repealing Chapter 9.44 of the Stockton Municipal Code based on recent appellate court decisions holding that the extensive State legislation regulating and restricting numerous areas of the lives of registered sex offenders "occupies the field" and preempts any local legislation addressing the same.

Department: Police

Attachments: [Proposed Ordinance Repealing SMC Chapter 9-44](#)

### 12.3 14-0747 ADOPT A RESOLUTION TO AUTHORIZE THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) TO FORMALLY REQUEST FEDERAL APPROVAL FOR THE CITY'S INCLUSION IN THE STATE AND FEDERAL MASTER SOCIAL SECURITY AGREEMENT TO PROVIDE SECTION 218 MEDICARE-ONLY COVERAGE TO ELIGIBLE NON-SAFETY MISCELLANEOUS POSITIONS

#### RECOMMENDATION

It is recommended that the City Council adopt a Resolution to authorize the State Administrator for the Social Security Administration, the

California Public Employees Retirement System (CalPERS), to formally request federal approval to include the City of Stockton in the State and Federal Master Social Security Agreement effective August 1, 2014, to provide Section 218 Medicare-Only coverage to eligible non-safety Miscellaneous positions. Participation in this Agreement is exclusive to full-time employees employed as of August 1, 2014, who have been continuously employed by the City of Stockton since on or before April 1, 1986.

Department: Human Resources

Attachments: [Attachment A - Section 218 Division Application and Agreement - Misc](#)  
[Proposed Resolution for 218 Agreement - Miscellaneous](#)

12.4 14-0749

**ADOPT A RESOLUTION TO AUTHORIZE THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) TO FORMALLY REQUEST FEDERAL APPROVAL FOR THE CITY'S INCLUSION IN THE STATE AND FEDERAL MASTER SOCIAL SECURITY AGREEMENT TO PROVIDE SECTION 218 MEDICARE-ONLY COVERAGE TO ELIGIBLE POLICE SAFETY POSITIONS**

RECOMMENDATION

It is recommended that the City Council adopt a Resolution to authorize the State Administrator for the Social Security Administration, the California Public Employees Retirement System (CalPERS), to formally request federal approval to include the City of Stockton in the State and Federal Master Social Security Agreement effective August 1, 2014, to provide Section 218 Medicare-Only coverage to eligible Police Safety positions. Participation in this Agreement is exclusive to full-time employees employed as of August 1, 2014, who have been continuously employed by the City of Stockton since on or before April 1, 1986.

Department: Human Resources

Attachments: [Attachment A - Section 218 Referendum Application and Agreement - Safety](#)  
[Proposed Resolution for 218 Agreement - Safety](#)

12.5 14-0757

**APPROVE CONTRACT CHANGE ORDER NO. 3 WITH KNIFE RIVER CONSTRUCTION FOR THE ARCH ROAD SANITARY SEWER TRUNK LINE, PROJECT NO. M09106**

RECOMMENDATION

It is recommended that the City Council approve a motion authorizing the City Manager to execute Contract Change Order (CCO) No. 3, in the amount of \$314,892.70, with Knife River Construction of Stockton, California, for additional contract work for the Arch Road Sanitary Sewer



Trunk Line, Project No. M09106.

It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

Department: Public Works

Attachments: [Attachment A - Change Order 3 - Arch Road Sanitary Sewer Trunk Line](#)

12.6 14-0758

**APPROVE CONTRACT CHANGE ORDER NO. 2 WITH HDR ENGINEERING, INC. FOR THE FRENCH CAMP ROAD/I-5 INTERCHANGE RECONSTRUCTION (PROJECT NO. 99-01/FEDERAL PROJECT STPIMDL-5008(116))**

RECOMMENDATION

It is recommended that the City Council approve a motion authorizing the City Manager to execute Contract Change Order (CCO) No. 2, in the amount of \$98,000, with HDR Engineering, Inc. (HDR) of Folsom, California, for additional design support services during construction for the French Camp Road/I-5 Interchange Reconstruction (Project No. 99-01/Federal Project STPIMDL-5008(116)).

It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

Department: Public Works

Attachments: [Attachment A - Vicinity Map - French Camp I-5 Interchange](#)

[Attachment B - Change Order 2 French Camp I-5 Interchange](#)

12.7 14-0759

**AWARD A CONSTRUCTION CONTRACT TO MARTIN GENERAL ENGINEERING, INC. AND APPROVE THE FILING OF NOTICE OF EXEMPTION (CE014-14) FOR THE HAZELTON AVENUE AND UPRR CROSSING SAFETY IMPROVEMENTS (PROJECT NO. 11-03/FEDERAL PROJECT NO. STPLR-7500(185))**

RECOMMENDATION

It is recommended that the City Council approve a motion that adopts the plans and specifications, and authorizes the City Manager to execute a Construction Contract in the amount of \$212,925 to Martin General Engineering, Inc., of Rancho Cordova, CA, for the Hazelton Avenue and UPRR Crossing Safety Improvements (Project No. 11-03/Federal Project No. STPLR-7500(185)).

It is also recommended that the City Council adopt a resolution

authorizing the filing of Notice of Exemption No. CE014-14 under the California Environmental Quality Act (CEQA). It is further recommended that the City Manager be authorized to take appropriate actions to carry out the purpose and intent of this motion and resolution.

**Department:** Public Works

**Attachments:** [Attachment A - Vicinity Map - Hazelton Avenue and UPRR Crossing](#)  
[Attachment B - Contract - Hazelton Ave UPRR Xing Safety Improvements](#)  
[Proposed Resolution - Hazelton Avenue and UPRR](#)  
[Exhibit 1 - Hazelton Avenue and UPRR Crossing](#)

**12.8      14-0765      ANNUAL PROGRESS REPORT ON THE IMPLEMENTATION OF THE  
GENERAL PLAN**

**RECOMMENDATION**

It is recommended that the City Council adopt a motion accepting the Planning Commission's recommendation and authorizing staff to submit an Annual Progress Report on the Implementation of the General Plan to the Governor's Office of Planning and research and the California Department of Housing and Community Development in accordance with Government Code section 65400.

**Department:** Community Development

**Attachments:** [Attachment A - Annual Progress Report](#)

**12.9      14-0776      STOCKTON UNIFIED SCHOOL DISTRICT CONTRACT FOR AFTER  
SCHOOL PROGRAMS**

**RECOMMENDATION**

It is recommended that the City Council adopt a motion authorizing the City Manager to execute the Stockton Unified School District (SUSD) Contract Regarding After School Safety and Enrichment Program (ASES) (Attachment A). The School District is a grant recipient and wishes to contract with the City of Stockton to staff and administer after-school programs at six (6) sites within SUSD for the 2014-15 fiscal year, for an amount not to exceed \$411,000. It is further recommended that the motion authorize the City Manager to make any and all appropriations and transactions appropriate to carry out funding for the program.

**Department:** Community Services

**Attachments:** [Attachment A - 2014-15 SUSD After School Program Contract](#)

**12.10      14-0780      RESOLUTION OVERRULING PROTESTS, CONFIRMING  
ASSESSMENTS OF DELINQUENT CODE ENFORCEMENT  
CHARGES AND DIRECTING THE ASSESSMENTS BE PLACED ON**

## THE COUNTY TAX ROLL

### RECOMMENDATION

It is recommended that the City Council adopt a resolution overruling protests, confirming the assessments of the delinquent charges listed in the "Delinquent Accounts 2014 Assessment List" (Exhibit 1) stemming from code enforcement actions and directing the assessments be placed on the San Joaquin County tax roll.

**Department:** Police

**Attachments:** [Attachment A - Blanket Administrative Order](#)

[Proposed Resolution - Assessment of Delinquent Code Enforcement Charges](#)

[Exhibit 1 - Delinquent Accounts 2014 Assessment List](#)

#### 12.11 14-0800 AGREEMENT WITH SHOTSPOTTER, INC.

### RECOMMENDATION

It is recommended that the City Council approve by motion an agreement with ShotSpotter, Inc. for ShotSpotter Flex Gunfire Location, Alert and Analysis Service in the amount of \$100,000 for a one-year period.

**Department:** Police

**Attachments:** [Attachment A - ShotSpotter Flex Agreement-Stockton](#)

#### 12.12 14-0801 APPROVE PURCHASE OF LED STREET LIGHT LUMINAIRES

### RECOMMENDATION

It is recommended that the City Council approve a motion and findings authorizing the purchase of 3,000 Light Emitting Diode (LED) street light luminaires, in the amount of \$673,751, through the City of Portland, Oregon's purchase contract with Leotek Electronics USA (Leotek).

It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

**Department:** Public Works

**Attachments:** [Attachment A - Contract - Purchase of LED Street Light Luminaires](#)

[Attachment B - Agreement Purchase of LED Street Light Luminaires](#)

#### 12.13 14-0829 REJECT SUBMITTED CONSTRUCTION BID AND AUTHORIZE RE-BID OF THE 2014 ON-CALL LARGE DIAMETER SEWER REPAIR SERVICES

RECOMMENDATION

It is recommended that the City Council approve a motion to reject the submitted construction bid and authorize the re-bid of the 2014 On-Call Large Diameter Sewer Repair Services Project (Project No. M14031).

This motion will also authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

Department: Municipal Utilities

12.14 14-0885

**JUNE 3, 2014 PRIMARY MUNICIPAL ELECTION RESULTS**

RECOMMENDATION

It is recommended that the City Council adopt a resolution declaring the results of the June 3, 2014 Primary Municipal Election.

Department: City Clerk

Attachments: [Attachment A - June 3, 2014 Primary Municipal Election Results](#)

[Proposed Resolution - Certifying Election Results](#)

[Exhibit 1 - Election Results Registrar Certification](#)

[Exhibit 2 - Election Results by Precinct](#)

12.15 14-0896

**MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
AMENDMENT NO. 2 TO THE TRUST AGREEMENT GOVERNING  
THE STOCKTON REGIONAL RETIREE MEDICAL TRUST  
AGREEMENT**

RECOMMENDATION

It is recommended that the City Council authorize by motion the City Manager to execute Amendment No. 2 of the Trust Agreement governing the Stockton Regional Retiree Medical Trust Agreement. It is further recommended that this motion authorize the City Manager to take whatever actions are appropriate to carry out the purpose and intent of this amendment.

Department: Human Resources

Attachments: [Attachment A - Trust Agreement Stockton Regional Retiree Medical](#)

[Attachment B - Amendment 2 to the Trust Agreement](#)

[Attachment C - Retiree Medical Trust Zadroga-Haase letter](#)

[Attachment D - Retiree Medical Trust Spears letter](#)

**13. ADMINISTRATIVE MATTERS**

**14. UNFINISHED BUSINESS**

**15. NEW BUSINESS**

- 15.1 14-0774 REFUNDING OF THE CITY OF STOCKTON, LIMITED OBLIGATION IMPROVEMENT BONDS MOSHER ASSESSMENT DISTRICT 2003-02 THROUGH THE ISSUANCE OF AN ESTIMATED \$13,455,000 (NOT TO EXCEED \$14,160,000) STOCKTON PUBLIC FINANCING AUTHORITY, LIMITED OBLIGATION REVENUE BONDS (MOSHER REASSESSMENT DISTRICT NO. 2014-1) SERIES 2014**

**RECOMMENDATION**

Adopt two resolutions of the Stockton City Council and one resolution for the Stockton Public Financing Authority ("SPFA") taking all necessary actions and approving all documents in connection with the refunding program for the Mosher District ("the District") as set forth below authorizing the issuance and sale of the Stockton Public Financing Authority ("Issuer"), Limited Obligation Revenue Bonds (Mosher Reassessment District No. 2014-1) Series 2014 (the "Revenue Bonds") in the estimated amount of \$13,455,000 (not to exceed \$14,160,000), and approve use of the proceeds of the Revenue Bonds to purchase an estimated \$13,455,000 (not to exceed \$14,160,000) amount of Limited Obligation Improvement Bonds, Mosher Reassessment District No. 2014-1 (the "Local Obligation Bonds") issued by the City of Stockton to refund the Limited Obligation Improvement Bonds, Mosher Assessment District 2003-02 (the "Prior Bonds").

**Department:** Administrative Services

**Attachments:**    [Attachment A - Financing Structure](#)  
[Attachment B - Savings Split](#)  
[Attachment C - Sources and Uses of Funds](#)  
[Attachment D - Costs of Issuance](#)  
[Attachment E - Reassessment Report Mosher District Series 2014](#)  
[Proposed Resolution 1 Council - Approving Reassessment Report](#)  
[Exhibit 1 to Resolution 1 - Reassessment Report](#)  
[Proposed Resolution 2 Council - Bond Resolution](#)  
[Exhibit 1 to Resolution 2 - Preliminary Official Statement](#)  
[Exhibit 2 to Resolution 2 - Local ObligationPurchase Contract](#)  
[Exhibit 3 to Resolution 2 - Bond Purchase Contract](#)  
[Exhibit 4 to Resolution 2 - Continuing Disclosure Agreement](#)  
[Exhibit 5 to Resolution 2 - Escrow Agreement](#)  
[Proposed Resolution 3 Public Finance Authority - Limited Obligation Revenue B](#)  
[Exhibit 1 to Resolution 3 - Preliminary Official Statement](#)  
[Exhibit 2 to Resolution 3 - Local ObligationPurchase Contract](#)  
[Exhibit 3 to Resolution 3 - Bond Purchase Contract](#)  
[Exhibit 4 to Resolution 3 - Continuing Disclosure Agreement](#)  
[Exhibit 5 to Resolution 3 - Trust Agreement](#)

## 16.    **HEARINGS\*\*\***

- 16.1    14-0645    **AMENDMENT OF STOCKTON MUNICIPAL CODE TITLE 16,  
SECTIONS 16.20.020, 16.80.020.B.4.a.ii, AND 16.240.020**

### RECOMMENDATION

Staff recommends that the City Council accept the Planning Commission's recommendation to adopt an Ordinance amending Stockton Municipal Code, Title 16, Sections 16.20.020, Table 2-2, "Allowable Land Uses and Permit Requirements;" 16.80.020.B.4.a.ii, "Accessory Uses and Structures;" and 16.240.020, "Definitions of Specialized Terms and Phrases - "Educational Facilities," "Auto and Vehicle Services," and "Funeral Facilities and Services."

**Department:**    Community Development

**Attachments:**    [Attachment A - June 12, 2014 Planning Commission Staff Report](#)  
[Attachment B - Ordinance Redline Version](#)  
[Proposed Ordinance - Development Code Update](#)

## 17.    **COUNCIL COMMENTS**

## 18. ADJOURNMENT

### INFORMATIONAL ITEMS

- 1      14-0741      **ANNUAL BOARD AND COMMISSION REPORT FOR THE PUBLIC  
ART ADVISORY COMMITTEE FOR THE PERIOD COVERING JULY 1,  
2013 THROUGH JUNE 30, 2014**

Report of Chair Tom Bowe for the 12 month period ending June 30,  
2014.

Department:      Community Services

Attachments:      [2014-07-02 Public Art Advisory Committee Annual Report](#)

- 2      14-0750      **ANNUAL BOARD AND COMMISSION REPORT FOR THE WATER  
ADVISORY GROUP FOR THE PERIOD COVERING JULY 1, 2013  
THROUGH JUNE 30, 2014**

Report of Chair Bill Loyko for the 12 month period ending June 30,  
2014.

Department:      Municipal Utilities

Attachments:      [2014-07-02 Water Advisory Group Annual Report](#)

*\*Citizens may comment on any subject within the jurisdiction of the City Council/Successor Agency to the Redevelopment Agency, 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.*

*\*\*\*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.*

*\*\*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.*

*All proceedings before the City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority are conducted in English. The City of Stockton does not furnish interpreters and, if one is needed, it shall be the responsibility of the person needing one. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meetings of the City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority, please contact the Office of the City Clerk at (209) 937-8459 at least 48 hours prior to the meeting to enable the City/Agency to make reasonable arrangements to ensure accessibility.*

*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.*



12.1 14-0674

**CONTRACT WITH DELTA HEALTH SYSTEMS (DHS) TO PROVIDE  
THIRD PARTY ADMINISTRATION (TPA) AND ELIGIBILITY SYSTEM  
SERVICES FOR THE CITY'S EMPLOYEE MEDICAL PLANS**

**RECOMMENDATION**

It is recommended that the City Council authorize by motion the City Manager to execute a contract (Attachment A) and all supporting documents with Delta Health Systems (DHS) as the City of Stockton's Third Party Administrator (TPA) to provide claims/administrative and eligibility system services for the City's self-funded Employee Medical Plans for an initial three (3) years, with an option to renew for an additional two one-year periods, effective January 1, 2015.

**Department:** Human Resources

**Attachments:** Attachment A - Delta Health Systems Agreement

**Attachment B - TPA Fee Proposal Comparison**



# City of Stockton

## Legislation Text

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**File #:** 14-0674, **Version:** 1

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### **CONTRACT WITH DELTA HEALTH SYSTEMS (DHS) TO PROVIDE THIRD PARTY ADMINISTRATION (TPA) AND ELIGIBILITY SYSTEM SERVICES FOR THE CITY'S EMPLOYEE MEDICAL PLANS**

#### RECOMMENDATION

It is recommended that the City Council authorize by motion the City Manager to execute a contract (Attachment A) and all supporting documents with Delta Health Systems (DHS) as the City of Stockton's Third Party Administrator (TPA) to provide claims/administrative and eligibility system services for the City's self-funded Employee Medical Plans for an initial three (3) years, with an option to renew for an additional two one-year periods, effective January 1, 2015.

#### Summary

The current agreement for employee medical plan claims/administrative services with DHS expires on December 31, 2014. On April 1, 2014, the City Council approved the use of a Request for Proposal (RFP) process to obtain a qualified TPA to manage and provide claims and administration services for the City's self-funded Medical Plans. Additionally, the City has a current evergreen agreement with Keenan & Associates ("Keenan") to utilize their eligibility system, "BenefitBridge", which maintains all the City employees, retirees, and eligible dependent information. The RFP for TPA services addressed combining both the claims and eligibility services under one vendor for ease of administration and efficiency savings.

#### DISCUSSION

##### Background

In April 2010, DHS's initial three-year contract was approved by City Council with a base period from July 1, 2010 through June 30, 2013. In February 2013, staff requested a six-month extension to DHS's contract to allow ample time to complete a RFP process for a TPA provider. This extension took DHS's contract to December 31, 2013. In October 2013, staff requested a second extension to DHS's contract for a one-year period while staff conducted a RFP to solicit bids for a fully-funded plan option to replace the self-funded plans. No viable fully-funded bids were received. The City needs to retain the self-funded plans and, therefore, retain TPA services. On April 1, 2014, City Council approved the RFP process for TPA services.

The TPA RFP opened on April 3, 2014, and closed on May 1, 2014. Two bids were received: Delta Health Systems, the TPA claims administrative incumbent, and Keenan & Associates, who currently maintains the City's medical eligibility information.

Present Situation

On May 30, 2014, the RFP committee interviewed the two vendors who submitted bids, DHS and Keenan, and unanimously selected to retain the incumbent DHS as the City's TPA. In addition, DHS will also be administering eligibility services. The Selection Committee members consisted of the Deputy Director of Human Resources, the Supervising Human Resources Analyst-Benefits, and a Recreation Supervisor from the Community Services Department. Also included were two non-voting members from The Segal Company, the City's Benefits Consultant.

DHS is a local vendor headquartered in Stockton, California. They currently employ 150 staff members at their March Lane office and have additional offices in Fresno, California and Salt Lake City, Utah. DHS has been administering health plans since 1968, and the City has been utilizing their TPA services since 2010.

The Selection Committee believes that DHS should be retained for the following reasons:

1. The City has been pleased with the overall services provided by DHS  
DHS has consistently provided effective and accurate claims administration, and resolved any issues or concerns in a timely and professional manner. They have also been responsive to employee needs and very helpful in assisting staff in addressing employee care and treatment issues. Senior staff members have been very responsive and flexible in responding to many plan structure changes during the course of the current contract and have been instrumental in helping to build foundational program elements that contribute to fiscal sustainability. DHS was particularly responsive to the many special reporting requirements related to the mediation and bankruptcy processes.
2. Cost  
Based on the fee structure submitted by each vendor and Segal's cost analysis (Attachment B) using current eligibility numbers, DHS would be approximately \$120,480 (including postage and ID cards) less than Keenan over the initial three-year contract period. DHS's proposal also nets a decrease from the City's current arrangement of \$67,608 for TPA and eligibility system costs over the next three years.
3. Accuracy of claims administration  
The City hired an outside vendor to conduct an audit on DHS's claims administration during their tenure. The audit was not conducted due to any discovered issues; it is normal and prudent business practice to audit claims processing due to the large dollars involved in TPA services. The audit was favorable showing that DHS processed claims accurately and in a timely manner.
4. Services provided to many other public agencies  
DHS was able to provide references indicating extensive experience in servicing other public entities that use its TPA services. Reference checks confirmed that their current public entity clients are happy with their services.
5. Current incumbent  
DHS has proven they can provide accurate and timely TPA services. Maintaining the current vendor also will alleviate the need for a transition, which saves the City time and money.

Additionally, Keenan lacked experience or is unable to provide the following services:

1. Keenan does not have experience working with the City's current pharmacy benefit management vendor, CVS Caremark.
2. Our current self-insured stop loss carrier, Ullico, has a list of approved TPA's used in assessing the clients they will accept for coverage. If an agency's TPA is not a Ullico approved vendor, the ability to access Ullico as an insurance provider could be compromised. Keenan is not a Ullico approved TPA, meaning they would have to apply for acceptance. There is no guarantee that Keenan would be found acceptable, thus compromising the ability to maintain our stop loss coverage with the only insurer that offered a quote on the City's self-funded program.
3. The Affordable Care Act (ACA) requires that prescription co-payments must be included as part of the out-of-pocket calculation for health plans beginning in calendar year 2015. Historically, these out-of-pocket amounts have been calculated separately. They can continue to be set separately from the medical plan out-of-pocket amounts, but must be tracked in the aggregate so as not to exceed the total out-of-pocket maximums allowed under ACA. DHS has stated their system is set up to accommodate this requirement. Keenan indicated that they currently do not have the capability to administer a combined out-of-pocket maximum for medical and pharmacy. The risk would be a delay in the City's ability to meet ACA mandates that become effective January 1, 2015.

The City has contracted with Keenan for the last six years to manage its benefits eligibility through the web-based application BenefitBridge. Prior to BenefitBridge, eligibility and enrollment administration for the City's various benefit plans was reported manually to its TPA. BenefitBridge was used to transmit information electronically to the City's other administrators/vendors for its medical, dental, and vision plans. When the City changed from the prior TPA to DHS, the City maintained its current and historical eligibility and enrollment data with Keenan even though DHS had the capacity to provide this function. As part of the RFP process, the City requested that any interested TPA bidder include eligibility administration in addition to claims administration in an effort to limit transmission errors, shorten processing time, and save money by housing claims and eligibility services under one vendor.

Although we have been very pleased with Keenan's customer services and BenefitBridge system, should Council approve the motion, the City will be terminating its evergreen agreement with Keenan and have eligibility services transferred to the successive TPA bidder, DHS effective January 1, 2015. As required under Keenan's agreement, a minimum 60-day notice to terminate services will be provided in order to ensure an appropriate transition to the DHS eligibility system by the January 1, 2015 contract start date.

## FINANCIAL SUMMARY

DHS will charge a flat administrative fee of \$21.00 per covered employee/retiree (including dependents)/per month for the first year, \$22.00 for year two and \$23.00 for year three for the self-insured plans and \$6.00 per covered employee/per month for the Kaiser plan for all three years.

Itemized fees also include a \$1.50/per member per month for COBRA and other miscellaneous administrative functions. Based on current enrollment of 1,165 (452 self-funded plan members and 713 Kaiser members), the anticipated cost for three years would be \$574,902. The three year total for the prior period of service, including eligibility system services, was \$642,000. Sufficient funds are available in various accounts within the Health Benefit Internal Service Fund (552), to pay for the first year of this contract. These costs were anticipated and included in the FY 2014-15 budget.

Attachment A - Delta Health Systems Agreement

Attachment B - Third Party Agreement Fee Proposal Comparison



**DELIVER**  
as *promised*

**City of Stockton**

# **ADMINISTRATIVE AGREEMENT**

Effective Date: January 1, 2015

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## ADMINISTRATIVE AGREEMENT

This Administrative Agreement (herein after referred to as “Agreement”), dated as of January 1, 2015, shall be between:

- **City of Stockton** (herein after referred to as the “Client”), having its principal office at:
  - 22 E. Weber Ave, Suite 150  
Stockton, CA 95202

**and**

- **Delta Health Systems** (herein after referred to as “DHS”), a California corporation having its principal office at:
  - 3244 Brookside Road, Suite 200  
Stockton, CA 95219-2381

Together, DHS and the Client may be referred to as “the Parties.”

The **Client** has three roles, as defined by Employee Retirement Income Security Act of 1974 (ERISA), under this Agreement:

1. **Plan Sponsor:** Establishes a private, self-funded employee welfare benefit plan (herein after referred to as the “Plan”) for the purpose of providing certain benefits to eligible Participants.
2. **Plan Administrator:** The person/entity designated by the terms of the Plan Document/Summary Plan Description, and if no administrator is named, then the Client.
3. **Fiduciary:** The Client has the exclusive ability to exercise discretion and control over the Plan. DHS is not a Plan fiduciary.

DHS has entered into a contract, to serve as the Third-Party Administrator (herein after referred to as “TPA”); the TPA’s role is to provide administrative services for the Plan at the direction of the Client, subject to the following terms and conditions. It is understood that DHS may retain subcontractors to assist in the execution of this agreement, including services and obligations set forth herein.

**IMPORTANT:** This Agreement is the complete agreement between DHS and the Client and replaces prior oral or written communications between them. DHS and the client can modify this Agreement by written documentation executed by both Parties.

## DEFINITIONS

For purposes of this Agreement, the following words and phrases have the meanings set forth below, unless the context clearly indicates otherwise and wherever appropriate, the singular shall include the plural and the plural shall include the singular.

- a) Case Management means a collaborative process to assess, plan, implement, coordinate, monitor, and evaluate the options and services required to meet a member's health needs, typically performed by licensed health care professionals using telephonic and other communication means.
- b) Claim means a request by a Claimant (or Provider via assignment of benefits) for payment or reimbursement for Covered Services from the Plan.
- c) Claimant means any person or entity submitting expenses for payment or reimbursement from the Plan.
- d) Covered Services means the care, treatments, services, or supplies described in the Plan Document as eligible for payment or reimbursement from the Plan.
- e) Run-Out Claims means Claims that are incurred but unreported and/or unpaid as of the Effective Date of termination of this Agreement.
- f) Run-In Claims means Claims that are incurred prior to the Effective Date of this Agreement.
- g) COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- h) ERISA means the Employee Retirement Income Security Act of 1974, as amended.
- i) Provider means physicians, dentists, hospitals, or other medical practitioners or medical care facilities that are duly licensed and authorized to receive payment or reimbursement for Covered Services provided under the terms of the Plan.
- j) Plan means the self-funded employee welfare benefit plan, which is the subject of this Agreement and which DHS has established pursuant to the applicable Plan Document.
- k) Plan Document means the instrument or instruments that set forth and govern the duties of the Client and eligibility and benefit provisions of the Plan which provide for the payment or reimbursement of Covered Services, as may be amended from time to time.
- l) Participant is any person eligible for enrollment, and his covered dependents, who is properly enrolled and entitled to benefits from the Plan. Persons eligible for enrollment are those who meet the Plan's eligibility requirements.
- m) Summary Plan Description means the document required to be provided to Plan Participants under Sec. 102 of ERISA that describes the terms and conditions under which the Plan operates. In the event of any conflict or inconsistency between the Summary Plan Description and the Plan Document, the terms of the Plan Document will control, when permitted by law.
- n) Utilization Management means the review and evaluation of medical necessity and appropriateness of the use of health care services, procedures or facilities utilized by a Covered Person under the terms of the Plan.



# DUTIES AND RESPONSIBILITIES

## DHS DUTIES AND RESPONSIBILITIES

DHS shall assume responsibility for the specific administrative duties, as outlined in this Agreement and as noted in Exhibit 1, Scope of Work, which was detailed in the Request for Proposal (Section 2.1). DHS will perform additional administrative duties resulting from changes in benefit plans or procedures as the Client may legally, properly, and reasonably assign for a fee agreed upon in writing with advance notice.

**Important:** DHS is not responsible for the work performed by any prior TPA, nor does DHS agree to reevaluate, reprocess or readjust Claims or work previously done by a prior third-party administrator unless otherwise agreed upon between DHS and the Client.

During the term of the Agreement, DHS agrees to perform the services as outlined in this section.

### Claims Processing

DHS shall:

- Administer the enrollment of eligible individuals and termination of Plan Participants as directed by the Client, subject to the provisions of this Agreement.
- Maintain Plan records based on eligibility information submitted by the Client as to the dates on which a Plan Participant's coverage commences and terminates.
- Maintain Plan records of Plan coverage applicable to each Plan Participant based on information submitted by the Plan Sponsor.
- Maintain Plan records regarding payments of Claims, denials of Claims, and Claims pending.
- Adjudicate Claims incurred by Plan Participants according to the terms of the Plan Document and this Agreement. These Claims will be adjudicated in accordance with industry practices and DHS will use an industry-recognized method of determining usual, customary, and reasonable charges, if and as applicable.
- Process with due diligence and according to the terms and conditions of the Plan Document all claims, evidence of good health statements and pre-existing conditions requirements and all other claims consistent with this Agreement as outlined herein.

Claims processing includes:

- verifying eligibility;
- checking for pre-existing conditions, if applicable in the Plan Document/Summary Plan Description (as defined under *Employee Benefits Communication* in this section);
- coordinating benefits with other group plans, auto insurance coverage, workers' compensation, and other applicable benefit plans as well as asserting rights to subrogation and claims reimbursement;
- applying contractual, reasonable, and customary allowances to billed charges when applicable and allowable, and in accordance with the fiduciary's instructions;
- applying deductibles and coinsurance; and
- upon receipt of funds from the Client, sending explanations of benefits and non-assigned Claim drafts (if any) to the employee and/or dependent, in addition to assigned Claim drafts to service Providers.

Claims processing also may involve review by independent physicians, dental consultants, and consulting attorneys.

**Important:** It is specifically agreed that DHS will **not** have the authority to make a determination with respect to Claims decisions requiring the use of discretion.

#### ***Run-Out Claims***

In the event the Client does not elect to enter into a run-out agreement with DHS with respect to Claims received after the termination of this Agreement, regardless of the date incurred:

- DHS shall have no responsibility with respect to Run-Out Claims.
- In such event, DHS shall deny Run-Out Claims received with a remark code which indicates that DHS is no longer the Claims Administrator. When reasonably possible, DHS will agree to forward claims or correspondence to the new Claims Administrator when such claims or correspondence are received in the DHS mailroom. All claims and correspondence received electronically will be denied..
- DHS phone lines will remain in use for thirty (30) days following the termination date.
- DHS website access will remain in use for a maximum of sixty (60) days following the termination date.
- In the event the Client requires DHS to retrieve facsimiles of all original Claims submitted to the Plan, the Client agrees to pay DHS an additional fee set forth in the *Fees* section for labor necessary to retrieve such documents.
- If Claims are paid through a DHS managed bank account, the account will remain open for two (2) months after the termination of this Agreement. At the end of two (2) months, DHS will close the account and forward balances in the account with a list of outstanding checks to the Client.

**Run-In Claims**

DHS will review, evaluate, and process Claims, in accordance with the Plan Document/Summary Plan Description, which were incurred prior to the Effective Date of this Agreement and are received by DHS prior to the termination of this Agreement ("Run-In Claims"), except for decisions requiring the use of discretion, which are addressed in the *Client Duties and Responsibilities* section.

**Excess Loss Claims**

DHS will file reimbursement requests for Claims exceeding the stop loss or excess loss insurance attachment point to the insurance carrier and review such reimbursement. DHS will also provide such other notices regarding Claims as may be required by the carrier.

**Cost Containment**

DHS can provide different cost containment services for a fee. If the Client contracts with an independent party to provide cost containment services, the independent party's fees are in addition to DHS's administrative fees set forth in the *Fees* section.

**Delta Network Advantage**

DHS can assist the Client in negotiating facility charges for Claims falling outside the primary PPO Network. DHS will attempt to negotiate payment terms for all non-network facility Claims billed over \$5,000 and surgery center Claims billed over \$2,500, both inpatient and outpatient services. All negotiations are conducted via signed and dated contracts between facility and/or Providers and DHS.

DHS's fees for this negotiation service are based on a percentage of savings off the billed charges and outlined in the *Fees* section. This service is optional; if no election occurs, non-network facility Claims are allowed as billed by the Provider and paid in accordance with the Client's non-network benefit structure.

**Denials and Appeals**

As required by the Plan Document/Summary Plan Description and applicable law, DHS will notify Participants in the Plan or their assignees of Claim denials and the right to appeal the denial. DHS will make benefit decisions only where the use of discretion is not required. Upon request of the client, DHS may use an external reviewer in making benefit decisions that do require the use of discretion.

**Employee Benefits Communication**

*See the Fees section regarding the charges for the following booklets, documents and consultation.*

- **Plan Document/Summary Plan Description (SPD):** DHS can amend or rewrite documents required by law to communicate the benefits available to Participants in the Plan.
- **Summary of Benefits and Coverage (SBC):** As required by PPACA
- **Plan Amendments:** An amendment is required for ALL plan changes; an amendment provides clear, irrefutable evidence of exactly which requested/required changes were made to a SPD.

DHS shall obtain approval from the Client prior to providing employee benefit communication materials to Participants or others. DHS will be indemnified and held harmless against all Claims, damages, liabilities, reasonable attorneys' fees and expenses in connection with any Claim, action, suit, proceeding, settlement or compromise thereof, relating to such employee benefit communication materials.

In the event the Client elects to prepare, or have a third party prepare, its Plan Document/Summary Plan Description or amendments, the Client acknowledges and agrees that DHS shall have no responsibility or liability in connection with such documents.

### **Forms 1099**

DHS will issue Forms 1099 for Providers of services, as required, by law.

### **Government Required Filings**

DHS will provide data to the Client for filing documents with governmental agencies as required under Federal regulations (i.e., Patient Protection and Affordable Care Act).

### **HIPAA Administration**

DHS will assist the Client with the Client's HIPAA administration, including:

- preparing certificates of creditable coverage,
- sending such certificates of creditable coverage to individuals when the individuals:
  - cease to be covered under the Plan,
  - become covered under COBRA,
  - cease COBRA coverage, or
  - request certificates of creditable coverage within 24 months of termination of coverage, and
- providing information on categories of benefits upon request and upon payment of the costs of such disclosure by the party requesting the information.

### **Managerial Services**

DHS will perform such additional managerial services with respect to the administration of the Plan as may be agreed to by the Parties from time to time during the term of this Agreement. DHS reserves the right to charge for services not outlined in this section or otherwise not considered standard administrative duties and responsibilities.

### **Medicare Secondary Payer Reporting**

As required by the Medicare Secondary Payer Mandatory Reporting provision in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, as amended, DHS will submit Group Health Plan (GHP) entitlement information about employees and dependents to the Coordination of Benefits Contractor (COBC) on a monthly/quarterly basis based on the requirements set forth in the Medicare Secondary Payer Mandatory Reporting provision.

### **Monthly Reporting**

DHS will provide the Client with a monthly check register and a monthly accounting of the self-funded Claims activity. If Claims are paid through a DHS managed bank account, DHS will provide accountings of the following on a monthly basis:

- the fund beginning balance,
- paid Claims,
- voided Claims,
- refunds received and credited toward paid Claims,
- deposits made, and
- fund ending balance.

**Premiums and Fees**

DHS will:

- provide a monthly invoice to the Client for stop loss, excess loss or similar insurance premiums, administrative fees, and any other agreed-upon premiums or fees, and
- remit applicable premiums and fees monthly to insurance carriers and other service Providers.

**Standard Employee Benefit Materials**

DHS will provide standard supplies necessary with respect to the Plan, including:

- Welcome Packets for active Participants on the medical plan and new hires\*,
- Claim forms,
- benefit determination letters (including denial letters),
- Explanation of Benefits (EOBs),
- Third Party (TPL) Questionnaires,
- Workers' Compensation Questionnaires, and
- Coordination of Benefit Questionnaires.

\*Welcome packets do not include dental and vision packets for active participants or new hires unless DHS is the dental or vision plan administrator or provides eligibility and disbursements for dental and vision carriers.

For additional information see *Employee Benefits Communication* later in this section, as well as *Optional: Employee Benefits Communication* under the *Fees* section.

**State Surcharge Filings**

DHS will file reports with the State of New York (regarding the reporting responsibilities and notification procedures for TPAs under the New York State Health Care Reform Act), the State of Massachusetts (regarding the distribution of Forms 1099-HC under the Massachusetts' 2006 Health Care Reform Act) and the State of Michigan (SB348, Michigan Health Insurance Claims Assessment Act).

**Vendor Administrative Services**

DHS will provide eligibility electronically and through FTP encryption to the PPO Network and PBM effective as of the date of the Administrative Agreement between DHS and the Client. Additional file feeds for other lines of coverage are dependent on decisions agreed by both DHS and the Client.

**Disclosure**

DHS may receive administrative fees, commissions, marketing fees and/or other contingent compensation from associated vendors or partners that are used to cover costs for data feed and eligibility exchanges including claims data, reporting, special requests, and administrative services for the Plan.

**Exclusions**

DHS, under the terms of this Agreement, is solely the TPA of the plan; DHS does **NOT**:

- Have a fiduciary responsibility for exercising decisions made by the Client or as in compliance with provisions outlined in the Plan Document/Summary Plan Description.
- Have discretionary authority or discretionary control regarding:
  - management of the funds,
  - payment or non-payment of Claims, or
  - any other determination with respect to the Plan and the Participants' rights in the Plan.

To the extent discretion must be used in making any decision regarding a Claim or an appeal of a denial, DHS shall refer the Claim, together with its recommendation and any medical information needed to make a determination with respect to the Claim, to the Client, who shall have the sole authority to make discretionary decisions with respect to the Plan.

- Provide legal or consultative advice in terms of what benefits should be provided under the Plan and/or how benefits need to change for compliance with federal and state legislation.
- Provide a legal review by a licensed attorney acting on behalf of the Client for any/all documents prepared by DHS; including but not limited to Plan Documents/Summary Plan Descriptions.
- Hold any responsibility or liability for the adequacy of funds in the Plan in order to pay for benefits.

DHS encourages the Client to seek legal counsel for any/all documents required under federal and state legislation to ensure compliance with all applicable laws.

### **COBRA Qualifying Events**

DHS shall also, with proper notification by Client, perform the following:

- provide all initial notices required by COBRA, and
- notify Retirees and COBRA Participants of all Open Enrollments, and
- notify Retirees and COBRA Participants of all benefit changes.

### **Compliance with Applicable law**

DHS shall comply with any applicable State or Federal statutes or regulations regarding its operations.

### **Performance Guarantees**

DHS agrees to meet guarantees as detailed in the Request for Proposal (RFP) and DHS's submitted RFP response, tab 12, or pay penalties for any failure to meet minimum standards (Exhibit 2).

## **CLIENT DUTIES AND RESPONSIBILITIES**

During the term of this Agreement, the Client agrees to the following obligations and requirements; additional information is provided in the *Fees* section.

The Client acknowledges that it is the Plan Sponsor, Plan Administrator, and Fiduciary of the Plan. DHS may disclose this provision in any communication, whether oral or written, including, without limitation, periodic statements to the Client or the Plan Participants.

The Client acknowledges that it has the exclusive responsibility for the design and funding of the Plan, including all amendment(s) to the Plan. The Client must provide notice to DHS of all plan changes within 60 days of such changes becoming effectual.

### **Compliance with Laws**

The Client is responsible for compliance with applicable federal and state laws; including but not limited to all materials and notices provided to employees, and any applicable taxes or fees levied upon the Plan or the Client in conjunction with offering any Plan for which the services of DHS have been retained to administer payment.



### Documentation Timeframe

The Client will have final authority and responsibility with respect to the Plan Document/ Summary Plan Description, including the initial documentation and any amendments thereof. DHS must receive executed (signed) documents before any changes are made. The Client must provide this documentation **30 days before the effective date** of the change to allow DHS sufficient time to implement such changes or amendments.

### Eligibility and Enrollment

The Client will supply DHS with all information required with respect to employees and dependents eligible to participate in the Plan and who are enrolled in the Plan. The Client shall provide DHS with weekly notification changes regarding the eligibility status of all Plan Participants. The Client will fund such eligibility premiums no later than the 15<sup>th</sup> of each month or a 1.5% late fee will apply toward the DHS administrative fee. The Client assumes the responsibility for the erroneous disbursement of benefits by DHS in the event of error or neglect on the Client's part of providing eligibility and coverage information to DHS, including but not limited to, failure to give timely notification of ineligibility of a former Plan Participant. Eligibility information may be communicated via electronic eligibility file, transmitted to DHS by the Client.

### Establishment and Amendment of the Plan

The Client will have exclusive authority to establish, amend, and terminate the Plan, including the determination of benefits offered under, and eligibility to participate in, the Plan. ALL plan changes require an amendment. The Client can request that DHS prepare amendments (for a fee) or the Client can prepare an amendment on its own behalf and send an executed (signed) amendment to DHS. *Note: DHS's consent to make any plan changes (i.e., amendment) is not required; however, notification of a plan amendment is required, as described above.*

### Excess Loss Insurance

The Client will:

- determine if excess loss insurance coverage is needed;
- obtain such insurance coverage as is needed;
- determine the terms and conditions of such coverage, and
- provide the funds needed to pay the premiums for the excess loss insurance.

The Client shall advise DHS promptly upon acquisition of any new or different insurance contract or adjustment in the premium rate or other changes in the Client's organization which might affect the status of the Plan.

### Final Authority

The Client will have final authority with respect to all Claims determinations and operations of the Plan.



**Funding**

The Client will have the responsibility to provide funds for payment of benefit Claims under the Plan. DHS has no responsibility or liability for the adequacy of funds in the Plan. DHS will administer payment for Claims only to the extent that appropriate funds are made available to DHS by the Client.

The Client will provide funds in a timely manner to cover its responsibilities under this Agreement. Any funds provided by the Client shall, to the fullest extent permitted by law, remain the exclusive property of the Client.

**Important:** In the event the Client fails to provide funds for payment of Claims within thirty (30) days of receipt of notice of liability from DHS, DHS may notify Plan Participants of the Client's failure to fund processed Claims. The Client shall not require DHS, under any circumstances, to administer payment(s) for Claims, excess loss premiums, or any other costs arising out of the subject matter of this Agreement, unless the Client has previously deposited sufficient funds to cover such payment(s).

***Delay in Funding***

In the event that a delay in funding by the Client affects the availability of network discounts, the Client agrees that DHS shall have no liability with respect to the unavailability of those discounts. The Client shall indemnify and hold DHS harmless against all Claims, damages, liabilities, reasonable attorneys' fees and expenses in connection with any Claim, action, suit, proceeding, settlement, or compromise relating to such lost or rescinded discounts.

**Payment of Fees, Taxes, Printing Costs, and Plan Expenses**

Except as otherwise provided in this Agreement, the Client is solely responsible for all costs and expenses incurred in providing benefits under the Plan or levied by any local, State, or Federal authority in connection with the Plan, including, but not limited to, all costs for professional services contracted for in connection with the administration of the Plan. See the *Fees* section for additional information.

**Requested/Additional Information**

The Client will provide DHS with such additional information incidental to the Plan as may be requested by DHS.

# FEES

## THIRD PARTY ADMINISTRATOR FEES

In consideration of services provided under this Agreement, the Client agrees to pay DHS the fees outlined in this section. Services not specifically set forth in this section may be subject to an additional fee.

### Change in Administrative Fees

DHS may at any time increase the fees set forth in the *Fees* section of this Agreement provided **sixty (60) calendar days prior** written notice is given to the Client. Notice to the Client regarding DHS's adjustment of fees are deemed effective if the notice is delivered in writing to the Client's broker or consultant via hand delivery, ground mail, or electronic format.

DHS reserves the right to make reasonable adjustments to this Agreement, based on additional work necessitated by the following changes:

- when a division, a subsidiary or an affiliated company of the Client is added or deleted from this Agreement or if the number of Participants decreases by 15% from the average of the last three months enrollment; or
- if the Client amends its Plan to modify benefits including adding or eliminating a plan and/or making changes (either retroactively or prospectively) that require system enhancements and the need to reprocess Claims; or
- if the Client's cost of operation is increased by virtue of a change in charges to the Client by federal or state regulatory requirement, including but not limited to: notices, plan changes, system build requirements, and mailing requirements.

### Payment of Administrative Fees

During the term of this Agreement, the Client agrees to pay monthly and yearly fees beginning on the Effective Date of this Agreement in accordance with the *Fee Schedule*. The administrative services provided by DHS are set forth under *DHS Duties and Responsibilities* section.

## FEE SCHEDULE

The following abbreviations used in the fee schedule are defined as:

- **PEPM:** Per Employee Per Month
- **PEPY:** Per Employee Per Year
- **PPPM:** Per Participant Per Month
- **PPPY:** Per Participant Per Year

### Ongoing Monthly Fees

These fees will be billed on a monthly basis, along with any other services selected under the terms of this Agreement.

DHS Responsibility	Function	Fee
✓	<p><b>Claims Administration: Medical, Dental, Vision</b>            This rate <i>includes</i> the following services from DHS:</p> <ul style="list-style-type: none"> <li>▪ HIPAA certificates of creditable coverage,</li> <li>▪ Website access to Claims, eligibility, and benefits,</li> <li>▪ Online monthly reports and ad hoc reporting,</li> <li>▪ Eligibility and premium collection,</li> <li>▪ Reporting for medical coverage,</li> <li>▪ Maintenance (i.e. lost card, overage dependent) and new hire ID Cards (1 single/2 family with or without dependent names), and</li> <li>▪ Generic welcome packets for new hires (Includes welcome letter, DHS website, Mayo Clinic, Claims Processing, Reading an EOB, Telephone Access and Q &amp; A. insert cards)</li> </ul> <p><i>Note: Separate administrative fees may be implemented based on future discussion of plan coverage options that do not include medical coverage. Fees for standalone coverage options such as dental/vision, dental only or vision only may be imposed. This also applies to COBRA administration for Fully Insured membership. Items requiring pre-certification or UR/CM beyond the standard scope of service may be subjected to additional charges.</i></p>	<p>2015 - \$21.00 PEPM</p> <p>2016 - \$22.00 PEPM</p> <p>2017 - \$23.00 PEPM</p> <p><u>Optional Years</u>            2018 - Max 3% increase            2019 - Max 3% increase</p>
✓	<p><b>Eligibility Processing: Kaiser</b>  <b>This rate includes the following services from DHS:</b></p> <ul style="list-style-type: none"> <li>▪ Eligibility, premium collection, reporting, and monthly electronic premium reconciliation file</li> </ul>	<p>2015, 2016, 2017, plus optional years, 2018 &amp; 2019</p> <p>\$6.00 PEPM</p>

## Self Pay Notices and Fees for Retirees and COBRA Participants

If elected, these fees are billed on a monthly basis, in accordance with terms of this Agreement.

DHS Responsibility	Function	Fee
✓	<b>Self Pay Administration</b> (COBRA, Retirees, Leave of Absence)	2015, 2016, 2017 plus optional years 2018 & 2019  \$1.50 PEPM

**Services Included**

- Notifying retirees and Participants of their rights under COBRA and the American Recovery and Reinvestment Act of 2009, as amended (herein after referred to as “ARRA”) upon notification of a qualifying event by the Client or a Participant for all terminated plan Participants.
- The notification will include information about monthly billing, collection, and disbursement of premiums and eligibility for Participants electing coverage under COBRA. The following COBRA letters are included in the fees outlined above:
  - Initial COBRA Notification,
  - Qualifying Event Election,
  - Early Termination of Coverage,
  - Termination/Conversion, and
  - Unavailability of Continuation Coverage.

**Important:** The Client is responsible for notifying retirees and COBRA Participants of all open enrollments and benefit changes, as required by law, unless specifically delegated to DHS. If specifically delegated to DHS by the Client, a separate fee may apply for open enrollment materials, such as, but not limited to brochures, letters and enrollment forms.

**Ancillary Fees**

The following ancillary fees may be incurred by the Plan, in addition to DHS's administrative fees.

Function	Fee
<b>Auditors</b>	5 hours for responding to external auditors' requests are included at no charge and then \$110 per hour thereafter when the Client requests an audit of claims and such audit is performed on site. Additional fees will be charged for contingency audits.
<b>Consultant Fees</b> Fees of medical and dental consultants and any consulting attorneys requested at the direction of the client	Passed on to the Plan at cost
<b>Customized Mailings and Materials</b> Custom materials for transition, employee meetings, and ongoing administration of the plan	Printing and mailing costs will be passed on to the Plan plus a 10% handling fee.
<b>Delta Analytics Reporting Services</b> <ul style="list-style-type: none"> <li>Standard online report.</li> <li>Custom specialized reports that are outside the parameters of DHS's pre-defined reports.</li> </ul>	No charge  Additional fees may apply
<b>Employee Benefit Fairs and/or Customer Service Site Visits</b> <ul style="list-style-type: none"> <li>A DHS representative will be available for a maximum of four (4) days per year for benefit fairs and service site visits. Travel expenses are the responsibility of DHS</li> <li>Additional days</li> </ul>	No charge  \$750/day
<b>Late Fees</b>	DHS will impose a 1.5% late fee on any invoice and/or billing statement if payment is not received within 15-days from the date of the invoice and/or billing statement.
<b>Reprocessing Fee</b> In the event a retroactive amendment results in the need to reprocess Claims	\$14 per Claim.
<b>Termination of Agreement (No Run Out)</b>	\$50 per hour for labor necessary to retrieve copies of all original Claims or other documents as requested submitted to the Plan.
<b>Translation</b> <ul style="list-style-type: none"> <li>Translation services needed for Claims processing and materials needed for the administration of the plan.</li> <li>Translation services needed for SPD</li> </ul>	\$35 / page  \$0.09 per source word rounded to the nearest dollar +10% handling fee.

**Fee Notices**

- Other Expenses* – For any other expenses incurred by DHS in connection with administration of the Plan, DHS agrees to bill such expenses, limited to the actual amount of cost to DHS plus a 10% handling fee. The Client shall have access to records of said costs, provided that such expenses are approved by the Client in advance.
- Vendor Fees* – Vendor pass-through fees are subject to annual vendor adjustment.

## Optional: Administrative Service Fees

DHS Responsibility	Function	Fee
✓	<b>Legislative Coverage Notice</b> DHS will mail necessary legislative update/change notices to all members. DHS will present a proposal to the client before any work begins.	\$350 for data retrieval plus \$0.95 per letter to include printing, shipping and postage.
✓	<b>Out-Of-Network Repricing Services</b> The Client agrees to reimburse DHS or DHS's selected third party vendor(s) for: <ul style="list-style-type: none"> <li>negotiating discounts off billed charges from out-of-network Providers, and/or</li> <li>Claims that fall outside of both layers of PPO networks that will be considered for Delta Network Advantage fee negotiations. <i>Note: Delta Network Advantage will attempt to negotiate terms for all non-network (inpatient or outpatient) facility Claims. All negotiations will be conducted via signed and dated contracts.</i></li> </ul>	Client reimbursement to DHS or DHS's selected third party vendor(s) equal to 25% of the savings.
✓	<b>Subrogation</b> <ul style="list-style-type: none"> <li>For expenses incurred by DHS in connection with recovery of Plan assets through a Plan subrogation provision.</li> </ul>	DHS shall be compensated at the rate of 25% of the amount recovered

## Optional: Employee Benefits Communication Fees

DHS Responsibility	Function	Fee
	<b>Plan Amendments</b> Each change to a Client's Summary Plan Description (SPD) will require a separate amendment (i.e., two changes to the SPD require two separate amendments, four changes require four separate amendments, etc.). An amendment provides clear, irrefutable evidence of exactly which requested/required changes were made to an SPD.	\$250/amendment
	<b>Summary Plan Description</b> Create an ERISA compliant Summary Plan Description (SPD) for employees in a new format that will be "written in a manner calculated to be understood by the average plan Participant," as required by the Code of Federal Regulations.	\$1500/SPD standard template
	<b>Summary Benefits Coverage</b> Create an ERISA compliant Summary Benefits Coverage (SBC) for employees in a format that will be "written in a manner calculated to be understood by the average plan Participant," as required by the Code of Federal Regulations.	\$300/SBC \$500/SBC if expedited
✓	<b>Welcome Packets For New Hires</b> <i>Note: This booklet is now available on the website in English and Spanish.</i> <ul style="list-style-type: none"> <li>DHS will provide one generic 8x11 welcome packet to new hires as part of the administrative set-up fee. The 8x11 welcome packet will be mailed to the employee to include information on DHS services. Necessary Claim forms will be provided individually.</li> <li>Additional booklets provided after transition for employee meetings and open enrollment.</li> </ul>	<ul style="list-style-type: none"> <li>No charge</li> <li>\$4/booklet</li> </ul>



## GENERAL ADMINISTRATIVE INFORMATION

### CLAIMS AUDIT

At the Client's expense, the Client shall have the right to audit any Claims paid by DHS on behalf of the Client on DHS' premises, during regular business hours. DHS reserves the right to charge a fee to the Client for expenditure of time by DHS employees in completing any audits.

DHS shall use its best efforts to adjust claims found to be paid incorrectly. If reasonably possible, DHS shall seek reimbursement for any payments found to be over the eligible payment amount, as determined by the terms of the Plan Document/Summary Plan Description. The Client shall not require DHS to reimburse the Client for amounts found to be paid incorrectly.

Any and all Claims records or other information reviewed by the Client or any third party auditor shall be treated as confidential and shall be used strictly within the parameters of the audit. The Client and any third party auditor shall agree to jointly and severally indemnify and hold DHS harmless from any action, cost, expense or liability, including reasonable attorneys' fees, which may arise out of the disclosure of any confidential information obtained through such audit and shall execute an agreement to this effect prior to conducting such audit. This indemnity shall survive termination of this Agreement.

### ADDITIONAL PAYMENTS TO CLAIMANTS

The Client may, by written notice to DHS signed by an executive officer of the Client, instruct DHS to pay Claims, which are not payable under the Plan based upon the Plan Document/Summary Plan Description, upon the condition that such instruction expressly releases DHS from any liability in connection therewith. The Client hereby acknowledges that such payments will not qualify for credit toward excess or stop loss insurance coverage, if any, and are considered "plan exceptions". The Client assumes all legal requirements for such payments.

### ADMINISTRATIVE AGREEMENT PERIOD AND TERMINATION

The initial term of this Agreement shall begin on January 1, 2015 and continue for a period of three (3) years from that date (the "Initial Term"), running through December 31, 2017. This Agreement shall be automatically renewed under the same terms and conditions as are applicable during the initial term for two (2) subsequent one (1)-year terms beyond the three year initial term of the agreement (each a "Renewal Term"), unless either party gives written notice of its intent to terminate no less than one hundred and eighty (180) days prior to the end of the then-current term. In no event shall the initial term of this Agreement, together with any renewal terms, exceed five (5) years.

Either Party may terminate this Agreement by giving written notice to the other at least one hundred and eighty (180) days prior to the end of the first year or any successive year of the Agreement. Such termination shall be effective on the last day of the initial term or any successive term. If the Client notifies DHS of termination of this Agreement fewer than one hundred and eighty (180) days prior to the intended termination date DHS may, at its option, continue to treat this Agreement as in force until the 180th day following such notice of termination. **If the Client ceases performance of its duties under this Agreement prior to the 180th day following notice of termination, DHS may pursue civil action against the Client.** The Client agrees to pay a penalty of administrative fees using the enrollment from the last month the Agreement was in effect. The provisions of the *Indemnification* section shall survive the termination of this Agreement.

DHS may, at its option, terminate this Agreement upon the occurrence of any one or more of the following events without prior notice to the Client:

- (a) The Client fails to provide funds for the payment of benefit claims within 30 days of such request for funding;
- (b) A temporary or permanent receiver is appointed by any court for all or substantially all of the Client's assets, the Client makes a general assignment for the benefit of its creditors, or a voluntary or involuntary petition under any bankruptcy law is filed with respect to the Client;
- (c) The Client fails to pay administration fees or other fees for DHS's services in accordance with this Agreement and Appendix A within 45 days of being invoiced for such fees;
- (d) The Client engages in any unethical business practice or conducts itself in a manner which in the reasonable judgment of DHS is in violation of any Federal, State, or other government statute, rule, or regulation;
- (e) The Client, through its acts, practices, or operations, exposes DHS to any existing or potential investigation or litigation;

The Client may, at its option, terminate this Agreement without prior notice to DHS upon the appointment of a temporary or permanent receiver by any court for all or substantially all of DHS's assets, DHS makes a general assignment for the benefit of its creditors, or a voluntary or involuntary petition under any bankruptcy law is filed with respect to DHS.

The City may terminate this agreement during the term of this amended contract period if the self-funded plan were to terminate by providing sixty (60) days written notice to DHS.

Upon termination of this Agreement, all Claim files, reports, magnetic tapes, and other Plan documentation will be remitted to the Client. Until that time, these records will be maintained at DHS' principal administrative office or secure storage facilities for at least 6 years(following the termination of a Plan Year. At the end of the 6 year period or termination of this Agreement, if earlier, DHS shall notify the Client that these records will be destroyed unless the Client requests, in writing, that all or some of the records be forwarded to the Client.

## ASSIGNMENT

Neither Party may assign its rights or obligations, except as specifically provided in this Agreement, without the prior written consent of the other Party. This Agreement shall not be construed as granting any rights in favor of any persons other than the Parties and their successors and permitted assigns.

## BROKER/CONSULTANT SERVICES

In the event the Client elects to utilize the services of a broker (the "Broker"), the Client agrees:

- To defend, indemnify and hold DHS harmless against all Claims, damages, liabilities, reasonable attorneys' fees, and expenses resulting from actions of, or services provided by, the Broker.
- That in the event stop loss, excess loss or similar insurance is obtained through the Broker, DHS shall be indemnified and held harmless against all Claims, damages, liabilities, reasonable attorneys' fees and expenses in connection with any Claim, action, suit, proceeding, settlement or compromise thereof, relating to such insurance.

- That DHS will be held harmless for acting at the direction of the Broker/Consultant on behalf of the Client.

**Important:** DHS has no ownership or affiliation with any Broker utilized by the Client.

### CONFIDENTIAL AND PROPRIETARY INFORMATION

DHS shall at all times maintain and protect the confidentiality of Plan information and records. DHS shall provide with the Client's consent, to the extent permitted by applicable law, cooperation, information and service to other Providers of services to the Plan. The Client acknowledges that DHS's proprietary computer software, records, reports, forms, documents, and business methods remain the sole property of DHS and may not be duplicated or disclosed in any manner.

### CONTROLLING LAW

This Agreement shall be governed by the laws of the State of California, without regard to any applicable conflict of laws provisions. Venue for any action arising out of or related to this Agreement shall only be in San Joaquin County, California.

### DHS INSURANCE

For the protection of the Plan and its Participants, DHS shall maintain, at its own expense, errors and omissions coverage, which shall meet the requirements of ERISA and any applicable state laws and regulations. In addition, DHS shall comply with the insurance provisions provided in Exhibit 3, Insurance Requirements.

### FORCE MAJEURE

Neither Party will be liable for any failure or delay in performance of its obligations hereunder by reason of any event or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, strike, labor disturbance, fire explosion, telephone network failure(s), flood or shortage or failure of suppliers. If any delay in performance under this section continues for more than **30 days consecutive days**, the unaffected Party will have the right to terminate this Agreement with **10 days** prior written notice to the affected Party, unless the affected Party is able to remedy its circumstances within the 10-day notice period.

### HIPAA

The Client agrees that the Plan will be in compliance with all requirements involving the use or disclosure of protected health information as provided for in 45 C.F.R. § 164. DHS's duties and responsibilities in connection with the requirements imposed by HIPAA and regulations promulgated thereunder will be set forth in an appendix to this Agreement or a separate agreement between the Parties.

In the event the Plan submits claims or eligibility inquiries or any other HIPAA Covered Transaction as defined in 45 CFR §§ 160 and 162 to DHS through electronic means, the Plan and DHS shall comply with all applicable requirements of HIPAA and the Plan and DHS shall require any of their respective agents or subcontractors to comply with all applicable requirements of HIPAA.

### INDEMNIFICATION

**Indemnification by DHS:** DHS agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by DHS, its officers, agents, sub-contractors, employees, or

anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of DHS, its officers, agents, or employees under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph. The indemnification obligations of this section shall survive the termination of this agreement.

**Indemnification by the Client:** The Client agrees to defend, indemnify, and hold DHS, its officers, directors, employees and agents harmless against all third party Claims and legal proceedings and any resulting damages, liabilities, and expenses, including reasonable attorneys' fees and costs, reasonably incurred by or imposed on DHS arising out of or related to the Plan or this Agreement, to the extent arising from:

- any breach (or, as to defense obligations only, alleged breach) of this Agreement by the Client;
- any gross negligence, fraud, or willful misconduct of the Client, its agents or employees; and

The Client shall immediately notify DHS of any lawsuits or actions or any threat that may become known to the Client that might adversely affect any interest of DHS.

## INTEGRATION

The Parties acknowledge that they have read this Agreement in its entirety and understand and agree to be bound by its terms and conditions. This Agreement constitutes a complete and exclusive statement of the understanding between the Parties with respect to its subject matter. This Agreement supersedes and overrides any and all other prior communications and agreements between the Parties, whether written or oral. Any prior agreements, promises, negotiations or representations related to the subject matter not expressly set forth in this Agreement are of no force and effect. This Agreement is intended to work in concert with a Business Associate Agreement entered into by the Parties to this Agreement.

## NOTICE OF CHANGE (OR INTENT TO CHANGE) TO ADMINISTRATIVE AGREEMENT

All notices shall be in writing and delivered by hand, by U.S. first-class mail or by overnight delivery. Notices to DHS shall be directed to:

Joseph Neff, Vice President, Client Services  
Delta Health Systems  
3244 Brookside Rd., Suite 200  
Stockton, CA 95219-2381  
OR  
P.O. Box 1147  
Stockton, CA 95201

Notices to the Client shall be directed to:

City of Stockton – Human Resources  
22 E. Weber Ave., Suite 150  
Stockton, CA 95202

Either Party may designate another address at any time by appropriate written notice to the other.

## OWNERSHIP OF BOOKS AND RECORDS: ACCESS BY CLIENT

DHS acknowledges that all records and files maintained by it with regard to the Plan are the property of the Client. DHS will not be held liable for errors in keeping any records required under this Agreement, except if such errors are the result of its gross negligence or willful or reckless misconduct. In the event the Client or its employees access the Plan's records or files, whether to update eligibility information, process Claims or perform some other function, the Client acknowledges and agrees that DHS shall have no responsibility or liability in connection with any actions taken by the Client or its employees.

### **Data Storage**

As of the date of the Client's termination of this Agreement or of DHS's resignation from the administration of the Plan, DHS will provide the Client, or such agent designated in writing by the Client, standard Claims history information of not more than two years in the form of an electronic media file. DHS shall not destroy or otherwise dispose of any Plan records in its possession or custody after the termination of this Agreement, for a period as required by law, unless possession or custody is first offered to the Client in writing.

## PRESCRIPTION DRUG CARDS

In the event the Plan includes prescription drug benefits, and Participants in the Plan are issued cards in connection with those benefits, the Client acknowledges and agrees:

- that the Client is responsible for collecting such cards when a Participant's coverage under the Plan terminates,
- that the Client is liable for any misuse of such cards following a Participant's termination, and
- that DHS has no liability in connection with the collection or misuse of the prescription drug cards.

## SELF FUNDED BENEFITS

The Plan is funded exclusively by the Client and, if the Client so elects, Participant contributions. DHS shall have no responsibility or liability for the adequacy or sufficiency of funds in the Plan. Benefits under the Plan are payable only if and to the extent any such funds are sufficient to pay related expenses and/or insurance premiums required to maintain stop loss, excess or other related insurance in force. Upon payment of the premiums, there will be in effect stop loss or excess loss insurance. The Parties acknowledge that it is the responsibility of the Client:

- to determine if such insurance coverage is needed,
- to obtain such insurance coverage,
- to determine the terms and conditions of such coverage, and
- to provide the funds needed to pay the premiums.

DHS agrees that it shall, as soon as practicable, inform the Client of the cancellation of, or reduction in the amount of, such insurance if DHS is notified. However, the Client shall, at all times, remain responsible for providing funds sufficient to pay such insurance premiums as well as Plan benefits. The Client acknowledges that DHS may notify Plan Participants of the Client's inability to fund Claims due if not paid within thirty (30) days of their due date.

## SEVERABILITY

All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions shall not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the Parties. Section titles or references used in this Agreement shall not have substantive meaning or content and are not a part of this Agreement.

**ADOPTION OF THE ADMINISTRATIVE AGREEMENT**

This Agreement shall be binding upon the Parties and their successors and permitted assigns. In the event signature for this Agreement is not received by the Client within thirty (30) days of the Effective Date as defined in the renewal or Agreement term under the *Administrative Agreement Period and Termination* section, this Agreement shall be considered executed if administrative services continue and administrative fees are received after the renewal effective date.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date (January 1, 2015).

City of Stockton

Delta Health Systems

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its Duly Authorized: \_\_\_\_\_

Its Duly Authorized: \_\_\_\_\_

ATTEST:  
BONNIE L. PAIGE  
CLERK OF THE CITY OF STOCKTON

BY: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
JOHN LUEBBERKE  
CITY ATTORNEY



## Exhibit 1

### Scope of Work

#### **A. FORMS**

1. Provide all standard supplies necessary with respect to the Plan, including standard black and white enrollment materials, claim forms and other related documents.

#### **B. PLAN DOCUMENTS**

1. Provide benefit booklets and standard documents to communicate the benefits available to participants in the Plan and to consult with them when necessary regarding the proper methods of submitting claims for benefits. Printing and graphic supply charges are to be billed in addition to the monthly administrative fee.
2. Administrator is responsible to work with the City and its consultant in the preparation of these materials.

#### **C. COMMUNICATION REGARDING CLAIMS**

1. Communicate in appropriate instances with physicians, hospitals and other persons or institutions supplying medical or other services, in order to clarify or verify claims.

#### **D. ELIGIBILITY SYSTEM**

1. Proposer must provide online eligibility system to the City to enter new employees, change enrollment, add dependents, and terminate employees and agree to provide this information to all other benefit vendors such as dental, vision, prescription, life insurance at a minimum.

#### **E. CLAIMS PROCESSING**

1. Review, process and adjust claims, in accordance with the Plan Documents, which are incurred on or after the Effective Date of this Agreement and are received by the administrator prior to the termination of this Agreement, including run-in claims upon the commencement of this agreement.
2. Coordinating benefits with other group plans, auto insurance coverage, workers' compensation and any other applicable benefit plans; applying contractual and reasonable and customary allowances to billed charges; applying deductibles and coinsurance; and, upon receipt of funds from the City, sending explanations of benefits and non-assigned claim dates (if any) to the employee and assigned claim drafts to the service providers. This may also involve review by physician and dental consultants and consulting attorneys.
3. Upon the request of the City, process all run-out claims after the termination of this agreement at a fee stipulated in the Proposal request.

**F. CLAIMS PROCESSING; RUN IN CLAIMS**

1. Review, evaluate and process claims, in accordance with the Plan Documents, which were incurred prior to the Effective Date of this Agreement.

**G. DENIALS AND APPEALS**

1. As required by the Plan Documents and applicable law, notify participants in the Plan or their assignees of (i) any denial of their claim and the right to appeal the denial and (ii) the decision on appeal. The administrator shall review and provide recommendations on any appeals of denied claims, and obtain for the City the opinion of an Independent Review Organization, the charges for which will be billed on a per use basis.

**H. EXCESS LOSS CLAIMS**

1. File requests for reimbursement for claims exceeding the stop loss or excess loss insurance attachment point to the insurance carrier and review such reimbursement. Provide such other notices regarding claims as may be required by the carrier.
2. Comply with all reporting requirements of the stop loss carrier.

**I. REPORTING**

1. Provide the City with a monthly check register and a monthly accounting of the self-funded claims activity in a manner as designated by the City and to sufficiently provide an audit trail for the City's auditors.
2. Generate annual W-2 Report that provides individual value of benefits per the Patient Protection and Affordable Care Act.
3. Provide other reporting that may be required due to regulatory changes or changes to plan design and administration requirements. Additional fees may be discussed per other provisions of this agreement as such unforeseen requirements manifest themselves.

**J. PREMIUMS AND FEES**

1. Provide a monthly invoice to the Plan Sponsor for stop loss, excess loss, medical, dental, vision or similar insurance premiums, administrative fees and other agreed-upon premiums or fees. Reconcile all invoices with the respective carrier or service provider and remit applicable premiums and fees monthly to insurance carriers and other service providers.
2. Collect all premiums from non-active employees (COBRA and Employees on leave) and retirees, except the Kaiser plan participants.

**K. ACCOUNT MANAGEMENT**

1. Senior and associate account management team to service the City Human Resource Department in a sufficient manner for it to accomplish its day-to-day responsibilities.



**L. CUSTOMER SERVICE**

1. Provide customer service to answer inquiries on claims, eligibility, provider network, services, coverage, or other inquiries from participants Monday through Friday from 8:00 AM to 5:00 PM (PST).

**M. ENROLLMENT SUPPORT**

1. Prepare and provide Benefit Presentations.
2. Attend Open Enrollment Meetings and yearly Benefits Fair in Stockton, California.

**N. COBRA ADMINISTRATIVE SERVICES**

1. Transmit COBRA notification to participants upon notification from the City of a qualifying event via eligibility file transfer.
2. Accept and process all COBRA forms from qualifying beneficiaries.
3. Collect all premiums.
4. Notify COBRA participants of extensions under disability or extended state benefits.
5. Notice and terminate all delinquent COBRA beneficiaries.

**O. STOP LOSS PAYMENT INFORMATION**

1. Provide to the Stop Loss Insurance Carrier all necessary information in order to comply with the requirements of the stop loss carrier contract.
2. Provide sufficient notice to the City and its consultant on the number of emerging claims and the appropriate amounts expected to be reimbursed by the stop loss insurance carrier.



## Exhibit 2

### Performance Guarantees

Performance Category	Standard and Description	Measurement and/or Frequency	Penalty / Amount at Risk
<b>Claims Services:</b>			
1 - Financial Payment Accuracy	99% - The percent of audited client claims dollars paid accurately. Calculated as total audited paid dollars minus the absolute value of over and underpayments, divided by total audited paid dollars.	Quarterly, with monthly client specific reporting	Percentage of medical administrative fees is based on the following scale: $\geq 99\%$ = 0% $97\%$ = 2% $95\%$ = 3% $< 95\%$ = 4%
2 - Processing Accuracy	96% - The percentage of audited client claims processed accurately. Calculated as the total number of audited claims processed with error, divided by the total number of audited claims.	Quarterly, with monthly client specific reporting	Percentage of medical administrative fees is based on the following scale: $\geq 96\%$ = 0% $94-95\%$ = 2% $< 94\%$ = 4%
3 - Monthly Claims Processing Turnaround (TAT)Time	80% of all claims processed within 15 calendar days.  The percentage of claims processed within a specified number of working days. TAT is measured from the date the claims are received by Administrator to the date it is finalized.	Quarterly, with monthly client specific reporting	Percentage of medical administrative fees is based on the following scale: $\geq 80\%$ = 0% $75-79\%$ = 1% $< 75\%$ = 2%
<b>Customer Service:</b>			
1 – Telephone Response Time	80% of calls answered in 30 seconds or less.  The amount of time that elapses between the time a call is received into the phone system to the time answered by a representative (live voice answer.)	Quarterly, with monthly client specific reporting	$\geq 80\%$ = 0% $75-79\%$ = 1% $< 75\%$ = 2%

Performance Category	Standard and Description	Measurement and/or Frequency	Penalty / Amount at Risk
<b>Customer Service (cont.):</b>			
2 – Call Abandonment Rate	3% or less  Percentage of calls that the caller terminated before the call is answered.	Quarterly, with monthly client specific reporting	< 3% = 0% 3.0-3.5 = 1% > 3.5% = 2%
3 – Client Request Turnaround Time by DHS	Inquires made by City staff are responded to by DHS staff in a timely manner.	Inquires made before noon are responded to on the same day; Inquires made after noon are responded to within 1 business day.	\$100 per occurrence
4 – Client Customer Service Satisfaction Survey	Annual Survey given to HR staff to rate Account Management satisfaction	Annually	\$1000
<b>Report Standards:</b>			
1 – Timely Delivery of Reports	It is expected that monthly reports will be received no later than the 10th of each month.	Monthly report delivery shall be accomplished by the 10th of each month.	≥ 99% = 0% < 99% = .5%
2 – Report Accuracy	Monthly reports should be accurate to the level of information available at the time of report generation.	Quarterly, with aggregate for quarter needed to meet standards of accuracy	≥ 99% = 0% 95-98% = 2% < 95% = 4%
<b>Implementation:</b>			
1 – Complete Eligibility System Implementation process by 1/1/15.	Complete Eligibility Enrollment system by 1/1/2015 to satisfaction of the City		\$2000

## EXHIBIT 3

### INSURANCE REQUIREMENTS

#### Delta Health Systems

**Delta Health Systems** shall procure and maintain for the duration of the Agreement, insurance against all 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 **Delta Health Systems**, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the **Delta Health Systems** shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:

- A. **AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with the following limits of liability: Bodily Injury \$250,000 each person, and \$500,000 each occurrence. Property Damage \$100,000 each occurrence.
- B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
- C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

FOR **ADDITIONAL** REQUIREMENT(S):

- (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and \$2,000,000 Aggregate limit.
- (ii) **PROFESSIONAL LIABILITY**, Not less than \$1,000,000 per Claim/\$2,000,000 Aggregate (3 yr discovery and reporting tail period coverage). Certificate of Insurance only required.
- (iii) **CRIME COVERAGE OR FIDELITY BOND**: covering the dishonest acts of employees furnished by Lessee, including coverage for theft of property of the City by the Lessee, its employees or subcontractors. The limit shall not be less than \$5,000,000 each occurrence.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

- 1 The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.*
2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on

an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date **Delta Health Systems** completes its performance of services under this Agreement.

3. For any claims related to services or products provided under this contract, the **Delta Health Systems** insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the **Delta Health Systems'** insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.
5. Regardless of these contract minimum insurance requirements, **Delta Health Systems** and its insurer shall agree to commit the **Delta Health Systems'** full policy limits and these minimum requirements shall not restrict the **Delta Health Systems'** liability or coverage limit obligations.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.
8. Proper address for mailing certificates, endorsements and notices shall be:  
  
City of Stockton  
Attention: Risk Services  
425 N. El Dorado Street  
Stockton, CA 95202
9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the **Delta Health Systems** shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

If at any time during the life of the Contract or any extension, the **Delta Health Systems** 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.

If **Delta Health Systems** should subcontract all or any portion of the work to be performed in this contract, **Delta Health Systems** shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

City of Stockton  
Third Party Administrative Services RFP PUR14-006  
Fee Proposal Analysis

ASO Fees (PEPM)	DELTA HEALTH CURRENT (Illustrative)	DELTA HEALTH PROPOSED	KEENAN PROPOSED
Claims Administration for Original and Modified Plans			
Medical Claim Administration Fee - First Year (PEPM)	\$21.00	\$21.00	\$21.00
Medical Claim Administration Fee - Second Year (PEPM)		\$22.00	\$21.00
Medical Claim Administration Fee - Third Year (PEPM)		\$23.00	\$21.00
800 Number (Shared or Dedicated)	Shared	Shared	Dedicated
Postage per Year <sup>1</sup>	Included	Included	\$7,200
Printing of Forms <sup>2</sup>	Included	Included	Cost + 10%
Scanning	Included	Included	Included
SPDs/SMMs	Pass Through	Pass Through	\$3,500 SPD \$75/hr SMM
Banking	Included	Included	Included
ID Cards (PEPM)	Included	Included	\$0.50
Kaiser Eligibility and Vendor Premium Disbursement			
Kaiser Eligibility and Vendor Premium Disbursement (PEPM)	\$6.00	\$6.00	\$5.50
Self-Pay Administration - COBRA , Retiree, Leave of Absence; includes notification to participants of all open enrollments and benefit changes			
Self-Pay Administration Fees (PEPM)	\$1.50	\$1.50	\$2.00
Eligibility System			
Eligibility System (PEPM)	\$2.00	Included	\$2.00
First Year Set-up Fee			
Initial Set-Up Charge		\$0.00	Included
Development of Communication Material		\$0.00	Included
Other (IT Expense)		\$0.00	\$15,000
Total		\$0.00	\$15,000
Estimated First Year Cost	\$214,170	\$186,210	\$241,794
Estimated Second Year Cost	\$214,170	\$191,634	\$226,794
Estimated Third Year Cost	\$214,170	\$197,058	\$226,794
3 YEAR CUMULATIVE TOTAL	\$642,510	\$574,902	\$695,382
Difference from Current		(\$67,608)	\$52,872
# of Employees for Claims Administration for Original and Modified Plans	452	452	452
# of Employees for Kaiser Eligibility and Vendor Premium Disbursement	713	713	713
# of Employees for Self-Pay Administration	1,165	1,165	1,165

<sup>1</sup> Keenan charges the postage on a pass through basis. Keenan estimates the cost to be \$7,200 per year.

<sup>2</sup> Keenan charges printing costs for special client requests only. Costs for EOB's and claim forms are included in overall fee.

**12.2    14-0688    ORDINANCE REPEALING CHAPTER 9.44 OF THE STOCKTON  
MUNICIPAL CODE**

**RECOMMENDATION**

*Adopt an Ordinance repealing Chapter 9.44 of the Stockton Municipal Code based on recent appellate court decisions holding that the extensive State legislation regulating and restricting numerous areas of the lives of registered sex offenders “occupies the field” and preempts any local legislation addressing the same.*

**Department:** Police

**Attachments:** Proposed Ordinance Repealing SMC Chapter 9-44



# City of Stockton

## Legislation Text

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**File #: 14-0688, Version: 1**

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### **ORDINANCE REPEALING CHAPTER 9.44 OF THE STOCKTON MUNICIPAL CODE**

#### RECOMMENDATION

Adopt an Ordinance repealing Chapter 9.44 of the Stockton Municipal Code based on recent appellate court decisions holding that the extensive State legislation regulating and restricting numerous areas of the lives of registered sex offenders “occupies the field” and preempts any local legislation addressing the same.

#### Summary

Chapter 9.44 of the Stockton Municipal Code regulates places where registered sex offenders may go; generally they must stay more than 300 feet from any place where children are likely to gather, such as a school, park, playground, or public swimming pool. The State has also adopted laws that regulate the behavior of sex offenders, but the regulations are not as restrictive as Stockton's. Recently, state appellate courts have held that the State law pre-empts local regulation of sex offenders and have invalidated a number of local ordinances. Within the past month, the City has been served with a lawsuit that alleges the City's ordinance is preempted by State law and is therefore invalid. The Police Department has tools to ensure registrants comply with their terms of parole. For those reasons, staff recommends Chapter 9.44 of the Code be repealed.

#### DISCUSSION

##### Background

As did many cities, the City adopted an ordinance, codified in Chapter 9.44 of the Stockton Municipal Code, establishing regulations relating to registered sex offender's proximity to children's facilities. For example, under the ordinance, registered sex offenders are prohibited from loitering within 300 feet of a school, child care facility, a park, library, skate parks and public swimming pools. State law, on the other hand, prohibits sex offenders from living within 2,000 feet of a park or school and requires written permission for them to enter a school, but it does not ban them from visiting parks or other facilities where children may visit unless they are on parole for crimes against children under 14. By enacting Chapter 9.44, the City Council supplemented (by making more restrictive) the restrictions established by State Law.

Article XI, section 7 of the California Constitution provides that local ordinances must not conflict with the Constitution and State and Federal laws. A conflict exists where State law “occupies the field” and there is no room for local legislation. At the time Chapter 9.44 was enacted, there had not been any judicial decisions that held State law regulating sex offenders occupied the field, which would call into question whether additional local restrictions were preempted.



### Present Situation

Recently, two state appellate court decisions, one published, one not, have held that California's statutory scheme that imposes restrictions on sex offenders occupies the field and therefore preempts a city's regulations that are more restrictive.

In the published decision (published appellate court decision, as a general principle, are binding on superior courts), the Court of Appeal noted that under article XI, section 7 of the California Constitution, a county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with state law. If otherwise valid local legislation conflicts with state law, it is preempted by such law and is void. A conflict exists if the local legislation duplicates, contradicts, or enters an area fully occupied by general law, either expressly or by legislative implication.

The Court explained that the Legislature's intent with regard to occupying the field to the exclusion of all local regulation is not to be measured alone by the language used but by the whole purpose and scope of the legislative scheme. Furthermore, if the subject matter or field of the legislation has been fully occupied by the state, there is no room for supplementary or complementary local legislation, even if the subject were otherwise one properly characterized as a municipal affair.

The Police Department has checked its records for the past twelve months and it has not issued any citations for violation of the City's sex offender ordinance. The more typical scenario is that the Police Department will receive a call about a "suspicious person" in the vicinity of a school or children's facility. The Department will then investigate, make contact with the individual and determine if the person is a registrant. The Department will be able to continue these types of contacts even if the sex offender ordinance is repealed.

If a person is a registrant, in addition to the restrictions imposed by State law, each registrant has additional restrictions the individual must adhere to, depending on the crime the registrant committed and the conditions of parole imposed. In many cases, the restrictions imposed via the conditions of parole will mirror the restrictions imposed by the City's sex offender ordinance, meaning the registrant's proximity to children's facilities could still be restricted even if the sex offender ordinance is repealed.

It is noted that in light of these court decisions, nearly 30 cities have repealed or suspended ordinances similar to the one adopted by Stockton. Moreover, there are nearly 20 lawsuits pending against cities that have not repealed or suspended their ordinances, including one that was filed against the City of Stockton in late June.

Based upon the foregoing, staff recommends that the City repeal Chapter 9.44 of the Stockton Municipal Code, relating to registered sex offender restrictions. This is the appropriate response to recent appellate court decisions, the cost to defend the pending legal challenge to the Stockton ordinance, the fact that the Police Department has not issued citations for violation of this ordinance and that the Police Department will continue to make contact with registrants to ensure they adhere strictly to their conditions of parole.

### FINANCIAL SUMMARY

There is no fiscal impact by the adoption of this Ordinance.

## ORDINANCE NO.

### AN ORDINANCE REPEALING CHAPTER 9.44 OF THE STOCKTON MUNICIPAL CODE RELATING TO REGISTERED SEX OFFENDER RESTRICTIONS

The City Council of the City of Stockton, California ("the City Council") adopted an ordinance, codified in Chapter 9.44 of the Stockton Municipal Code, to impose safety precautions to reduce the potential risk of harm to children in the community by restricting the ability of sex offenders to be in contact with children in locations that are primarily used by children; and

Article XI, section 7 of the California Constitution provides that a legislative body may pass ordinances not in conflict with the Constitution and laws of the State or the United States; and

A conflict exists between State law and otherwise valid local legislation if the local legislation enters an area fully occupied by general law, either expressly or by legislative implication; and

Recently, California Appellate Courts have held that California's statutory scheme imposing restrictions on a sex offender's daily life fully occupies the field and therefore pre-empts a local agency's effort to impose further restrictions on sex offenders; and

As a result of these rulings, the cost to defend the legal challenge to Chapter 9.44, and that the Police Department has the authority to ensure that registered sex offenders comply strictly with their conditions of parole, the City Council finds that it is in the best interest of the City to repeal Chapter 9.44 of the Code.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKTON, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1: Chapter 9.44 of the Stockton City Municipal Code is hereby repealed.

Section 2: This Ordinance shall take effect thirty (30) days from and after its adoption.

ADOPTED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

\_\_\_\_\_  
ANTHONY SILVA, Mayor  
of the City of Stockton

ATTEST:

\_\_\_\_\_  
BONNIE PAIGE, City Clerk  
of the City of Stockton

**12.3    14-0747    ADOPT A RESOLUTION TO AUTHORIZE THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) TO FORMALLY REQUEST FEDERAL APPROVAL FOR THE CITY'S INCLUSION IN THE STATE AND FEDERAL MASTER SOCIAL SECURITY AGREEMENT TO PROVIDE SECTION 218 MEDICARE-ONLY COVERAGE TO ELIGIBLE NON-SAFETY MISCELLANEOUS POSITIONS**

**RECOMMENDATION**

*It is recommended that the City Council adopt a Resolution to authorize the State Administrator for the Social Security Administration, the*

*California Public Employees Retirement System (CalPERS), to formally request federal approval to include the City of Stockton in the State and Federal Master Social Security Agreement effective August 1, 2014, to provide Section 218 Medicare-Only coverage to eligible non-safety Miscellaneous positions. Participation in this Agreement is exclusive to full-time employees employed as of August 1, 2014, who have been continuously employed by the City of Stockton since on or before April 1, 1986.*

**Department:** Human Resources

**Attachments:** Attachment A - Section 218 Division Application and Agreement - Misc

**Proposed Resolution for 218 Agreement - Miscellaneous**



# City of Stockton

## Legislation Text

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File #: 14-0747, Version: 1

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ADOPT A RESOLUTION TO AUTHORIZE THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) TO FORMALLY REQUEST FEDERAL APPROVAL FOR THE CITY'S INCLUSION IN THE STATE AND FEDERAL MASTER SOCIAL SECURITY AGREEMENT TO PROVIDE SECTION 218 MEDICARE-ONLY COVERAGE TO ELIGIBLE NON-SAFETY MISCELLANEOUS POSITIONS

### RECOMMENDATION

It is recommended that the City Council adopt a Resolution to authorize the State Administrator for the Social Security Administration, the California Public Employees Retirement System (CalPERS), to formally request federal approval to include the City of Stockton in the State and Federal Master Social Security Agreement effective August 1, 2014, to provide Section 218 Medicare-Only coverage to eligible non-safety Miscellaneous positions. Participation in this Agreement is exclusive to full-time employees employed as of August 1, 2014, who have been continuously employed by the City of Stockton since on or before April 1, 1986.

### Summary

Through the collective bargaining process, the City agreed that all non-safety Miscellaneous employees hired on or before April 1, 1986, and who are not subject to mandatory Medicare coverage, be allowed the opportunity to participate in the Medicare Program. To accomplish this, a Section 218 Agreement (refers to Section 218 of the Social Security Act) must be executed between the City and the federal government through the Social Security Administration (SSA). A Section 218 Application and Agreement is included for the City Manager's signature (Attachment A). It is estimated that the application, ratification, and approval process for such an agreement can take 12-18 months to complete.

The recommended action will allow CalPERS to formally request approval from the federal government to enter into a Section 218 Agreement for Medicare-Only coverage. This process will allow affected non-safety Miscellaneous employees to earn credits toward qualifying for premium-free Part A (hospital insurance) coverage based on the number of Medicare credits earned through Medicare covered employment after August 1, 2014. There are currently 33 non-safety Miscellaneous employees that are in the affected class relative to this item.

### DISCUSSION

#### Background

On December 3, 2013, City Council approved a Resolution authorizing staff to initiate Division election procedures to enter into a Section 218 Agreement. As discussed in the December 3, 2013, staff report, all U.S. Citizens are eligible for Medicare once they reach age 65 or become disabled

before age 65. The amount of Social Security and/or Medicare credits earned by individuals determines their Medicare Part A premium. Individuals who have 40 credits, equal to 10 years of Medicare covered employment, qualify for premium-free Part A coverage. A prorated premium is afforded to individuals who have between 30 and 39 credits, and individuals with less than 30 credits must pay the full Part A premium. Medicare enrollees may also qualify for premium-free Part A coverage through the eligibility of a spouse. Everyone enrolled in Medicare is required to pay a monthly premium for Part B (general Medicare insurance).

Historically, public agencies were excluded from participating in Social Security and Medicare. In 1986, federal regulations made Medicare coverage mandatory for all state and local government employees hired on or after April 1, 1986. Therefore, City of Stockton employees hired prior to that date were excluded from the Medicare program. The recommended action addresses obtaining Medicare eligibility for 33 non-safety Miscellaneous employees who were hired on or before April 1, 1986, should they individually elect to participate through the Division procedure. Section 218 Agreements are intended to allow employees not previously subject to Medicare to accrue credits towards premium-free Part A eligibility.

The eligible non-safety Miscellaneous employees chose the voting method called a “Division” to elect Medicare-Only coverage. A Division method permits employees to vote on an individual basis. State or local agencies may enter into a Section 218 Agreement retroactively, up to five (5) years, from the date of federal approval of their agreement. The recommended action contemplates creating eligibility credits only from the effective date forward.

A related item is before you on this agenda to request federal approval for the Police Safety employee that is eligible to be considered for a Section 218 Agreement.

### Present Situation

The City’s pursuit of a Section 218 Agreement for affected employees was initiated through the collective bargaining process for Mid-Management/Supervisory Level (B&C) and the Stockton Police Management Association (SPMA) in successor Memorandums of Understanding that were adopted by City Council on July 24, 2012. After further review of the Section 218 Agreement process with the combined Labor Coalition, eligible employees from other bargaining units and the Unrepresented group were identified and included in the application process.

CalPERS is the State Administrator for Section 218 Agreements for the State of California. On May 5, 2014, Division election ballots were mailed to eligible non-safety Miscellaneous employees with instruction to return their votes no later than May 15, 2014, to determine whether or not they desired to pursue participation in a Section 218 Agreement. The Division election process resulted in 17 “Yes” votes to participate in the Section 218 Medicare-Only Agreement, 6 “No” votes for those electing to forgo Medicare-Only coverage, and the remaining 10 employees did not respond to the election resulting in a “No Response” count. Adopting the proposed Resolution to authorize CalPERS to formally request inclusion in the State and Federal Master Social Security Agreement is the next step of the 12-18 month process. If approved by Council, the adopted Resolution will be provided to the State Administrator to request inclusion of the City in the State and Federal Master Social Security Agreement the state has with the federal government. The City will be officially participating in the Medicare-Only program for the 17 affected employees, who voted to participate in Medicare, as of the date the request for coverage is approved by the federal government. Federal approval may

take up to 12 months from the time Council approves this Resolution.

### FINANCIAL SUMMARY

If approved by City Council, based on the initial timeline, effective August 1, 2014, the City and its eligible employees may initiate payment of the Medicare tax. Medicare tax contributions may begin sooner than the federal government approval date. However, these contributions must be held in a suspense account until federal approval is received. The present employer and employee contribution rates for the Medicare program is 1.45% each (total 2.9%) of the employee's total wages, and there is no maximum wage amount for Medicare. Most importantly, the employee must be actively employed with the City at the time the Section 218 Agreement is effective to maintain program eligibility and to have the ability to begin contribution to the coverage on August 1, 2014.

Upon federal approval, the Medicare taxes will be immediately due and payable to the Internal Revenue Service (IRS). All Medicare taxes that have been held in suspense since August 1, 2014, will be deposited directly to the IRS who will provide reporting procedures to the City. The annual cost to the City, based on the 17 eligible employee's current total earnings, is \$16,943.39. The aggregate cost is the same for the participating employees. The City's cost will be paid by various funds based on the funding source for the employee's position. Sufficient funds to support this initiative have been budgeted for FY 2014-2015.

Attachment A - Application and Agreement

Return original and one copy to:  
 California Public Employees' Retirement System  
 Affiliate Programs Services Division  
 State Social Security Administrator Program  
 P.O. Box 720720  
 Sacramento, CA 94229-0720

**This is your contract for Medicare coverage. Please read carefully. File State-approved copy in permanent file**

### APPLICATION AND AGREEMENT

For the purposes of this application and agreement, any reference made herein to any State or Federal statute or statutes, or regulations, or part thereof, applies to all amendments thereto now or hereafter made.

For the purposes of this application and agreement, "Federal System" means Old-Age, Survivors, and Disability and Health Insurance system established by the Federal Social Security Act, "Federal agency" means the Commissioner of Social Security, or successor in function to such officer, "Board" means the Board of Administration of the California Public Employees' Retirement System, acting on behalf of the State of California.

The City of Stockton, a public agency as defined in Section 22009 of the Government Code\* hereinafter called Applicant, hereby makes application to the Board to execute a modification to the California State Social Security Agreement extending thereunder the "Medicare Only" coverage in conformity with Section 218(n) of the Social Security Act; to all services performed by individuals as employees of the Applicant in a coverage group (as defined in Section 218(d)(4) of the Social Security Act\*) of Group B, California Public Employees' Retirement System, a deemed retirement system established by division of a retirement system pursuant to Section 218(d)(6) of the Social Security Act, composed of positions of members desiring coverage under said insurance system, except the following:



1. Those services mandatorily excluded from said agreement by Section 218 of the Social Security Act.\*
2. The following services excluded by option of the Applicant pursuant to Resolution No. 2013-12-03-1208 adopted on December 3, 2013:

\*Part-time positions: employees who work less than 40 hours per week

\*See Attachment

In order to carry into effect the common governmental duties under such statutes and in consideration of the mutual promises hereinafter made, the Applicant and the Board agree as follows:

1. The Board will execute a modification to the California State Social Security Agreement to extend thereunder the "Medicare Only" coverage the services of employees of Applicant as hereinbefore applied for.
2. Applicant will comply promptly and completely, throughout the term of this application and agreement, with the letter and intent of all statutes of the State of California, and Section 218 of the Federal Social Security Act, and applicable Federal and State regulations adopted pursuant thereto.
3. Applicant will pay as the State regulation may prescribe, amounts equivalent to the sum of taxes (employer-employee contributions) which would be imposed under the Federal Insurance Contributions Act if the services of employees covered by the application and agreement constituted employment as defined in such Act. Applicant shall keep or cause to be kept accurate records of all remuneration for such services, said records to be maintained as required by Federal or State regulations,



and said records shall be available for inspection or audit by the Board or its designated representative.

4. Applicant will prepare and submit such wage and other reports as may be required.
5. Applicant will pay and reimburse the State at such times as may be determined by the State:
  - (a) Any sums of money that the State may be obligated to pay or forfeit to the Federal Government by reason of any failure of the Applicant, for any cause or reason, to pay the contributions, penalties, or interest required by the agreement between the Federal agency and the State at such time or in such amounts as required by the said agreement and any State or Federal regulations adopted pursuant thereto.
  - (b) In such amounts as may be determined by the State, its proportionate share of any and all costs incurred by the State in the administration of the Federal System as it affects the Applicant and its employees.
  - (c) In such amounts as may be determined by the State, the cost of any and all work and services relating to any division for the purposes of coverage under the Federal System held with respect to the coverage group for which coverage is requested herein.
  - (d) In such amounts as may be determined by the State, the costs of any audits of the books and records of the Applicant made by the State or its designated representatives pursuant to Section 22559 of the Government Code.

6. The coverage herein provided for shall be effective August 1, 2014.
7. That, subject to the aforesaid provisions and applicable law, this application and agreement may be amended by the mutual consent of the parties in writing.
8. After the filing of this application and agreement, its acceptance and execution by the State shall constitute it a binding agreement between the Applicant and the State of California with respect to the matters herein set forth.

**CITY OF STOCKTON**

Signed by

\_\_\_\_\_  
Authorized Agent

And by

\_\_\_\_\_  
(Witness)\_\_\_\_\_  
(Title)\_\_\_\_\_  
(Date)

ACCEPTED: \_\_\_\_\_

STATE OF CALIFORNIA  
BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_

Steven Propp  
State Social Security Administrator  
Affiliate Programs Services Division  
State Social Security Administrator Program

## ATTACHMENT

## Section 22009, Government Code:

"Public Agency" means the State, any city, county, city and county, district, municipal or public corporation or any instrumentality thereof, or boards and committees established under Chapter 10 of Division 6 of the Agricultural Code, Chapter 754 of Statutes of 1933, as amended, or Chapter 307 of the Statutes of 1935, as amended, the employees of which constitute one or more coverage groups or retirement system coverage groups.

## Section 218(d)(4):

For the purposes of subsection (c) of this section, the following employees shall be deemed to be a separate coverage group:

- (A) all employees in positions which were covered by the same retirement system on the date the agreement was made applicable to such system (other than employees to whose services the agreement already applied on such date);
- (B) all employees in positions which became covered by such system at any time after such date; and
- (C) all employees in positions which were covered by such system at any time before such date and to whose services the insurance system established by this title has not been extended before such date because the positions were covered by such retirement system - including employees to whose services the agreement was not applicable on such date because such services were excluded pursuant to subsection (c)(3)(B).

The following services are mandatorily excluded:

- (a) service performed in a policeman's or fireman's position, covered by a retirement system at the time coverage is extended to the Public Agency;
- (b) service performed by an individual who is employed to relieve him from unemployment;
- (c) service performed in a hospital, home, or other institution by a patient or inmate thereof;
- (d) covered transportation service (as defined in Section 210(k) of the Social Security Act, as amended);

- (e) service (other than agricultural labor or service performed by a student) which is excluded from employment by any provision of Section 210(a) of the Social Security Act, other than paragraph 7 of such section, or service the remuneration for which is excluded from wages by paragraph (2) of Section 209(h);
- (f) service performed by an individual as an employee on a temporary basis in case of fire, storm, snow, earthquake, or similar emergency;
- (g) services performed by election officials or election workers for each calendar year in which the remuneration paid for such service is less than the threshold amount mandated by law. (The threshold amount as of January 1, 2013 was \$1,600.)

RESOLUTION NO. \_\_\_\_\_  
(To Accompany Application and Agreement)

WHEREAS, a division of the California Public Employees' Retirement System with respect to eligible employees of the City of Stockton, hereinafter referred to as "Public Agency", who are members of and in positions covered by said retirement system, has been conducted in accordance with Federal and State Laws and State regulations for the purposes of coverage under the insurance system established by the Federal Social Security Act and a deemed retirement system, hereinafter referred to as Group B of the California Public Employees' Retirement System, has been established thereby as provided in Section 218(d)(6) of the Federal Social Security Act, composed of positions of members of such retirement system who desire coverage under the Health Insurance system established by the Federal Social Security Act; and

WHEREAS, the Public Agency desires to file an application with the State and to enter into an agreement with the State to extend coverage under the said insurance system on behalf of the Public Agency to services performed by individuals as employees of the Public Agency as members of a coverage group, as defined in Section 218(d)(4) of the Federal Social Security Act, of the said Group B of the California Public Employees' Retirement System; and

WHEREAS, official form "Application and Agreement, PERS-MED-32D" containing the terms and conditions under which the State will effect such inclusion has been examined by this body;

NOW, THEREFORE, BE IT RESOLVED, that said Application and Agreement on said official form be executed on behalf of the Public Agency and submitted to the State to provide coverage under the California State Social Security Agreement of March 9, 1951, of all services performed by individuals as employees of the Public Agency as

members of a coverage group (as defined in Section 218(d)(4) of the Social Security Act) of said Group B of the California Public Employees' Retirement System, except the following:

1. All services excluded from coverage under the agreement by Section 218 of the Social Security Act; and
2. Services excluded by option of the Applicant as indicated in Resolution No. 2013-12-03-1208 adopted at a meeting of the City Council the 3rd day of December, 2013:

Part-time positions: employees who work less than 40 hours per week  
Effective date of coverage of services under said agreement to be August 1, 2014; and

BE IT FURTHER RESOLVED, that Kurt Wilson, City Manager, 22 E. Weber Avenue, Suite 150, Stockton, CA 95202-2305, is hereby authorized and directed to execute said Application and Agreement on behalf of and as Authorized Agent of the Public Agency and to forward same to the State for acceptance and further action; and

BE IT FURTHER RESOLVED, that authority hereafter to act as Authorized Agent, and so to conduct all negotiations, conclude all arrangements, submit all reports, and sign all agreements and instruments which may be necessary to carry out the letter and intent of the aforesaid application and agreement, in conformity with all applicable Federal and State laws, rules and regulations, is vested in the position of City Manager.

## **CITY OF STOCKTON**

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Presiding Officer

## CERTIFICATION

I, \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

of the \_\_\_\_\_, State of \_\_\_\_\_

California, do hereby certify the foregoing to be a full, true, and correct copy of

Resolution No. \_\_\_\_\_ adopted by the \_\_\_\_\_

of the \_\_\_\_\_ at the regular/special

meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, as the

same appears of record in my office.

(Signature)

(Title)

12.4 14-0749

**ADOPT A RESOLUTION TO AUTHORIZE THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) TO FORMALLY REQUEST FEDERAL APPROVAL FOR THE CITY'S INCLUSION IN THE STATE AND FEDERAL MASTER SOCIAL SECURITY AGREEMENT TO PROVIDE SECTION 218 MEDICARE-ONLY COVERAGE TO ELIGIBLE POLICE SAFETY POSITIONS**

**RECOMMENDATION**

*It is recommended that the City Council adopt a Resolution to authorize the State Administrator for the Social Security Administration, the California Public Employees Retirement System (CalPERS), to formally request federal approval to include the City of Stockton in the State and Federal Master Social Security Agreement effective August 1, 2014, to provide Section 218 Medicare-Only coverage to eligible Police Safety positions. Participation in this Agreement is exclusive to full-time employees employed as of August 1, 2014, who have been continuously employed by the City of Stockton since on or before April 1, 1986.*

**Department:** Human Resources

**Attachments:** Attachment A - Section 218 Referendum Application and Agreement - Safety

**Proposed Resolution for 218 Agreement - Safety**





# City of Stockton

## Legislation Text

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File #: 14-0749, Version: 1

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ADOPT A RESOLUTION TO AUTHORIZE THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) TO FORMALLY REQUEST FEDERAL APPROVAL FOR THE CITY'S INCLUSION IN THE STATE AND FEDERAL MASTER SOCIAL SECURITY AGREEMENT TO PROVIDE SECTION 218 MEDICARE-ONLY COVERAGE TO ELIGIBLE POLICE SAFETY POSITIONS

### RECOMMENDATION

It is recommended that the City Council adopt a Resolution to authorize the State Administrator for the Social Security Administration, the California Public Employees Retirement System (CalPERS), to formally request federal approval to include the City of Stockton in the State and Federal Master Social Security Agreement effective August 1, 2014, to provide Section 218 Medicare-Only coverage to eligible Police Safety positions. Participation in this Agreement is exclusive to full-time employees employed as of August 1, 2014, who have been continuously employed by the City of Stockton since on or before April 1, 1986.

### Summary

Through the collective bargaining process, the City agreed that all Police Safety employees hired on or before April 1, 1986, and who are not subject to mandatory Medicare coverage, be allowed the opportunity to participate in the Medicare Program. To accomplish this, a Section 218 Agreement (refers to Section 218 of the Social Security Act) must be executed between the City and the federal government through the Social Security Administration (SSA). A Section 218 Application and Agreement is included for the City Manager's signature (Attachment A). It is estimated that the application, ratification, and approval process for such an agreement can take 12-18 months to complete.

The recommended action will allow CalPERS to move forward to the next step in the process to formally request approval from the federal government to enter into a Section 218 Agreement for Medicare-Only coverage. This process will allow affected Police Safety employees to earn credits toward qualifying for premium-free Part A (hospital insurance) coverage based on the number of Medicare credits earned through Medicare covered employment after August 1, 2014. There is currently one (1) Police Safety employee that is in the affected class relative to this item.

### DISCUSSION

#### Background

On December 3, 2013, City Council approved a Resolution authorizing staff to initiate Referendum election procedures to enter into a Section 218 Agreement. As discussed in the December 3, 2013, staff report, all U.S. Citizens are eligible for Medicare once they reach age 65 or become disabled

before age 65. The amount of Social Security and/or Medicare credits earned by individuals determines their Medicare Part A premium. Individuals who have 40 credits, equal to 10 years of Medicare covered employment, qualify for premium-free Part A coverage. A prorated premium is afforded to individuals who have between 30 and 39 credits, and individuals with less than 30 credits must pay the full Part A premium. Medicare enrollees may also qualify for premium-free Part A coverage through the eligibility of a spouse. Everyone enrolled in Medicare is required to pay a monthly premium for Part B (general Medicare insurance).

Historically, public agencies were excluded from participating in Social Security and Medicare. In 1986, federal regulations made Medicare coverage mandatory for all state and local government employees hired on or after April 1, 1986, should they collectively elect to participate through the Referendum election procedure. Therefore, City of Stockton employees hired prior to that date were excluded from the Medicare program. The recommended action addresses obtaining Medicare eligibility for a current Police Safety employee who was hired on or before April 1, 1986. Section 218 Agreements are intended to allow employees not previously subject to Medicare to accrue credits toward premium-free Part A eligibility.

Safety employees (Police and Fire sworn) are required to elect Medicare-Only coverage by a majority vote process called a "Referendum method." State or local agencies may enter into a Section 218 Agreement retroactively, up to five (5) years, from the date of federal approval of their agreement. The recommended action contemplates creating eligibility credits only from the effective date forward.

A related item is before you on this agenda to request federal approval for the non-safety Miscellaneous employees that are eligible to be considered for a Section 218 Agreement.

### Present Situation

The City's pursuit of a Section 218 Agreement for affected employees was initiated through the collective bargaining process for Mid-Management/Supervisory Level (B&C) and the Stockton Police Management Association (SPMA) in successor Memorandums of Understanding that were adopted by the City Council on July 24, 2012. After further review of the Section 218 Agreement process with the combined Labor Coalition, eligible employees from other bargaining units and the Unrepresented group were identified and included in the application process.

CalPERS is the State Administrator for Section 218 Agreements for the State of California. On May 5, 2014, Human Resources conducted the Referendum for two (2) eligible Police Safety employees to determine whether or not they desired to pursue participation in a Section 218 Agreement, and the majority ruled in favor. However, on July 5, 2014, one of the eligible Police Safety employees separated from City service leaving one Police Safety employee to participate in the Medicare program. Adopting the proposed Resolution to authorize CalPERS to formally request inclusion in the State and Federal Master Social Security Agreement is the next step of the 12-18 month process. If approved by Council, the adopted Resolution will be provided to the State Administrator to request inclusion of the City in the State and Federal Master Social Security Agreement the state has with the federal government. The City will be officially participating in the Medicare-Only program for the affected employee as of the date the request for coverage is approved by the federal government. Federal approval may take up to twelve (12) months from the time Council approves this Resolution.

## FINANCIAL SUMMARY

If approved by City Council, based on the initial timeline, effective August 1, 2014, the City and its eligible employee may initiate payment of the Medicare tax. Medicare tax contributions may begin sooner than the federal government approval date. However, these contributions must be held in a suspense account until federal approval is received. The present employer and employee contribution rates for the Medicare program is 1.45% each (total 2.9%) of the employee's total wages, and there is no maximum wage amount for Medicare. Most importantly, the employee must be actively employed with the City at the time the Section 218 Agreement is effective to maintain program eligibility and to have the ability to begin contribution to the coverage on August 1, 2014.

Upon federal approval, the Medicare taxes will be immediately due and payable to the Internal Revenue Service (IRS). All Medicare taxes that have been held in suspense since August 1, 2014, will be deposited directly to the IRS who will provide reporting procedures to the City. The annual cost to the City, based on the eligible employee's current total earnings, is \$2,304.88. The aggregate cost is the same for the participating employee. The City's cost will be paid by various funds based on the funding source for the employee's position. Sufficient funds to support this initiative have been budgeted for FY 2014-2015.

Attachment A - Application and Agreement

Return original and one copy to:  
 California Public Employees' Retirement System  
 Affiliate Programs Services Division  
 State Social Security Administrator Program Services  
 P.O. Box 720720  
 Sacramento, CA 94229-0720

**This is your contract for Medicare coverage. Please read carefully. File State-approved copy in permanent file.**

### APPLICATION AND AGREEMENT

For the purposes of this application and agreement, any reference made herein to any State or Federal statute or statutes, or regulations, or part thereof, applies to all amendments thereto now or hereafter made.

For the purposes of this application and agreement, "Federal System" means Health Insurance system established by the Federal Social Security Act, "Federal agency" means the Commissioner of Social Security, or successor in function to such officer, "Board" means the Board of Administration of the California Public Employees' Retirement System, acting on behalf of the State of California.

The City of Stockton, a public agency as defined in Section 22009 of the Government Code\* hereinafter called Applicant, hereby makes application to the Board, to execute a modification to the California State Social Security Agreement extending thereunder the Federal System in conformity with Section 218(n) of the Social Security Act to all services performed by employees of the Applicant in a coverage group (as defined in Section 218(d)(4) of the Social Security Act\* of the California Public Employees' Retirement System except the following:

1. Those services mandatorily excluded from said agreement by Section 218, Social Security Act\*.
2. The following services excluded by option of the Applicant pursuant to Resolution No. 2013-12-03-1207 adopted on December 3, 2013:

Part-time positions: employees who work less than 40 hours per week.

\*See Attachment

In order to carry into effect the common governmental duties under such statutes and in consideration of the mutual promises hereinafter made, the Applicant and the Board agree as follows:

1. The Board will execute a modification to the California State Social Security Agreement to extend thereunder the Federal System to the services of employees of Applicant as hereinbefore applied for.
2. Applicant will comply promptly and completely, throughout the term of this application and agreement, with the letter and intent of all statutes of the State of California, and Section 218 of the Federal Social Security Act, and applicable Federal and State regulations adopted pursuant thereto.
3. Applicant will pay to the Federal Government amounts equivalent to the sums of taxes (employer-employee contributions) imposed by Section 3101 and Section 3111 of the Internal Revenue Code as amended in 1954, or predecessors to such sections, for all services of each of the eligible employees covered by this application and agreement. Applicant shall keep or cause to be kept accurate records of all remuneration for such services, said records to be maintained as required by Federal or State regulations, and said records shall be available for inspection or audit by the Board or its designated representative.
4. Applicant will prepare and submit reports to the State as may be required from time to time by the State.

5. Applicant will pay and reimburse the State at such times as may be determined by the State:
- (a) Any sums of money that the State may be obligated to pay or forfeit to the Federal Government by reason of any failure of the Applicant, for any cause or reason, to pay the contributions, penalties, or interest required by the agreement between the Federal agency and the State at such time or in such amounts as required by the said agreement and any State or Federal regulations adopted pursuant thereto.
  - (b) In such amounts as may be determined by the State, its proportionate share of any and all costs incurred by the State in the administration of the Federal System as it affects the Applicant and its employees.
  - (c) In such amounts as may be determined by the State, the cost of any and all work and services relating to any referendum for the purposes of coverage under the Federal System held with respect to the coverage group for which coverage under the Federal System is requested herein.
  - (d) In such amounts as may be determined by the State, the costs of any audits of the books and records of the Applicant made by the State or its designated representatives pursuant to Section 22559 of the Government Code.
6. The coverage herein provided for shall be effective August 1, 2014.

7. That, subject to the aforesaid provisions and applicable law, this application and agreement may be amended by the mutual consent of the parties in writing.
8. After the filing of this application and agreement, its acceptance and execution by the State shall constitute it a binding agreement between the Applicant and the State of California with respect to the matters herein set forth.

**CITY OF STOCKTON**

Signed by

\_\_\_\_\_  
(Authorized Agent)

And by

\_\_\_\_\_  
(Witness)\_\_\_\_\_  
(Title)\_\_\_\_\_  
(Date)

ACCEPTED: \_\_\_\_\_

STATE OF CALIFORNIA  
BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_

Steven H. Propp  
State Social Security Administrator  
Affiliate Programs Services Division  
State Social Security Administrator Program

## ATTACHMENT

Section 22009, Government Code:

"Public Agency" means the State, any city, county, city and county, district, municipal or public corporation or any instrumentality thereof, or boards and committees established under Chapter 10 of Division 6 of the Agricultural Code, Chapter 754 of Statutes of 1933, as amended, or Chapter 307 of the Statutes of 1935, as amended, the employees of which constitute one or more coverage groups or retirement system coverage groups.

Section 218(d)(4):

For the purposes of subsection (c) of this section, the following employees shall be deemed to be a separate coverage group:

- (A) all employees in positions which were covered by the same retirement system on the date the agreement was made applicable to such system (other than employees to whose services the agreement already applied on such date);
- (B) all employees in positions which became covered by such system at any time after such date; and
- (C) all employees in positions which were covered by such system at any time before such date and to whose services the insurance system established by this title has not been extended before such date because the positions were covered by such retirement system- including employees to whose services the agreement was not applicable on such date because such services were excluded pursuant to subsection (c)(3)(B).

The following services are mandatorily excluded:

- (a) service performed in a policeman's or fireman's position, covered by a retirement system at the time coverage is extended to the Public Agency;
- (b) service performed by an individual who is employed to relieve him from unemployment;
- (c) service performed in a hospital, home, or other institution by a patient or inmate thereof;
- (d) covered transportation service (as defined in Section 210(k) of the Social Security Act, as amended);



- (e) service (other than agricultural labor or service performed by a student) which is excluded from employment by any provision of Section 210(a) of the Social Security Act, other than paragraph 7 of such section, or service the remuneration for which is excluded from wages by paragraph (2) of Section 209(h);
- (f) service performed by an individual as an employee on a temporary basis in case of fire, storm, snow, earthquake, or similar emergency;
- (g) services performed by election officials or election workers for each calendar year in which the remuneration paid for such service is less than the threshold amount mandated by law. (The threshold amount as of January 1, 2010 was \$1,500.)

RESOLUTION NO. \_\_\_\_\_  
(To Accompany Application and Agreement)

WHEREAS, a majority of the eligible employees of the City of Stockton, hereinafter designated as "Public Agency", who are members of and in positions covered by the California Public Employees' Retirement System at a referendum conducted in accordance with the provisions of Part 4, Division 5, of Title 2 of the California Government Code, Section 218 of the Federal Social Security Act, and regulations promulgated by the Board of Administration of the California Public Employees' Retirement System, hereinafter referred to as "State", voted in favor of coverage under the provisions of the Health Insurance system established by the Federal Social Security Act; and

WHEREAS, the Public Agency desires to file an application with the State and to enter into an agreement with the State to extend to such retirement system members and to other eligible employees of the Public Agency in the same coverage group, as defined in Section 218(d)(4) of the Federal Social Security Act, coverage under the said insurance system on behalf of the Public Agency; and

WHEREAS, official form "Application and Agreement, PERS-MED-32R" containing the terms and conditions under which the State will effect such inclusion has been examined by this body;

NOW, THEREFORE, BE IT RESOLVED that an Application and Agreement on said official form be executed on behalf of the Public Agency and submitted to the State to provide coverage under the California State Social Security Agreement of March 9, 1951, of all services performed by employees of the Applicant in a coverage group (as defined in Section 218(d)(4) of the Social Security Act) of the California Public Employees' Retirement System, except the following:

1. All services excluded from coverage under the agreement by Section 218 of the Social Security Act; and
2. Services excluded by option of the Applicant as indicated in Resolution No. 2013-12-03-1207 adopted at a meeting of the City Council on December 3, 2013:

Part-time positions: employees who work less than 40 hours per week

Effective date of coverage of services under said agreement to be August 1, 2014; and

BE IT FURTHER RESOLVED, that Kurt Wilson, City Manager, 22 E. Weber Avenue, Suite 150, Stockton, CA 95202-2305, is hereby authorized and directed to execute said application and agreement on behalf of and as Authorized Agent of the Public Agency and to forward same to the State for acceptance and further action; and,

BE IT FURTHER RESOLVED, that authority hereafter to act as Authorized Agent, and so to conduct all negotiations, conclude all arrangements, submit all reports, and sign all agreements and instruments which may be necessary to carry out the letter and intent of the aforesaid application and agreement, in conformity with all applicable Federal and State laws, rules and regulations, is vested in the position of City Manager.

CITY OF STOCKTON

---

Presiding Officer

## CERTIFICATION

I, \_\_\_\_\_, \_\_\_\_\_  
(Title)

of the \_\_\_\_\_,

State of California, do hereby certify the foregoing to be a full, true, and correct copy of

Resolution No. \_\_\_\_\_ adopted by the \_\_\_\_\_

of the \_\_\_\_\_ at the

regular/special meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

as the same appears of record in my office.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**12.5    14-0757    *APPROVE CONTRACT CHANGE ORDER NO. 3 WITH KNIFE RIVER CONSTRUCTION FOR THE ARCH ROAD SANITARY SEWER TRUNK LINE, PROJECT NO. M09106***

**RECOMMENDATION**

*It is recommended that the City Council approve a motion authorizing the City Manager to execute Contract Change Order (CCO) No. 3, in the amount of \$314,892.70, with Knife River Construction of Stockton, California, for additional contract work for the Arch Road Sanitary Sewer*

*Trunk Line, Project No. M09106.*

*It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.*

**Department:** Public Works

**Attachments:** Attachment A - Change Order 3 - Arch Road Sanitary Sewer Trunk Line



# City of Stockton

## Legislation Text

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File #: 14-0757, Version: 1

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APPROVE CONTRACT CHANGE ORDER NO. 3 WITH KNIFE RIVER CONSTRUCTION FOR THE ARCH ROAD SANITARY SEWER TRUNK LINE, PROJECT NO. M09106

### RECOMMENDATION

It is recommended that the City Council approve a motion authorizing the City Manager to execute Contract Change Order (CCO) No. 3, in the amount of \$314,892.70, with Knife River Construction of Stockton, California, for additional contract work for the Arch Road Sanitary Sewer Trunk Line, Project No. M09106.

It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

### Summary

On January 14, 2014, Council approved a Construction Contract, in the amount of \$2,559,862, with Knife River Construction to construct 7,383-feet of 30-inch sanitary sewer trunk line, and 2,671-feet of 27-inch sanitary sewer trunk line along Arch Road generally between State Route 99 Frontage Road east and Austin Road.

The construction of the Arch Road Sanitary Sewer Trunk Line is 35 percent complete, with completion scheduled for October 2014. CCO No. 3 is a revision in the pavement repair design that increases the strength of the repair to accommodate heavy truck traffic. Council approval is needed for CCO No. 3, as the total amount of CCOs Nos. 1 through 3 will exceed the administrative CCO authority.

The recommended motion will approve CCO No. 3 with Knife River Construction, in the amount of \$314,892.70, for the Arch Road Sanitary Sewer Trunk Line, Project No. M09106 (Attachment A).

### DISCUSSION

#### Background

On January 14, 2014, Council approved a Construction Contract, in the amount of \$2,559,862, with Knife River Construction to construct 7,383-feet of 30-inch sanitary sewer trunk line within the City's right-of-way along Arch Road east of State Route 99 Frontage Road to Logistics Drive and 2,671-feet of 27-inch sanitary sewer trunk line within the San Joaquin County's right-of-way along Arch Road between Logistics Drive and Austin Road.

After the project was awarded, staff re-evaluated the trench pavement design for the segment of Arch Road from State Route 99 Frontage Road east to Logistics Drive (City's right-of-way). The design as

bid called for repaving the trench with a deep layer of asphalt pavement. Staff revised the design to better accommodate the heavy truck volumes along Arch Road. The new design consists of an underlying gravel base support layer topped with an asphalt pavement layer. This design is consistent with the asphalt pavement trench section being used for the segment of Arch Road from Logistics Drive to Austin Road (County's right-of-way). A Notice to Proceed based on this design revision was issued to the contractor so they could continue work, thereby avoiding any claims from the contractor for construction delays.

CCO No. 3 in the amount of \$314,892.70 is required to account for the changes in scope of work noted above.

### Present Situation

The construction of the Arch Road Sanitary Sewer Trunk Line is 35 percent complete, with completion scheduled for October 2014. Two CCOs, for manhole coatings/liners and replacement of existing pipe at manhole tie-in, have already been issued in the amount of \$18,924.30. CCO No. 3 exceeds the remaining administrative CCO authority of \$259,184.90; therefore, Council approval is required.

The recommended motion will approve CCO No. 3 with Knife River Construction, in the amount of \$314,892.70, for the Arch Road Sanitary Sewer Trunk Line, Project No. M09106 (Attachment A).

### FINANCIAL SUMMARY

The cost of CCO No. 3, in the amount of \$314,892.70, will be funded by the CIP-Wastewater Connection Fee - Oversize Collection Lines (Account No. 437-7713-670). There are sufficient funds in the project account for this CCO.

There is no impact to the City's General Fund or to any other unrestricted fund as a result of taking the recommended action.

Attachment A - Contract Change Order No. 3

Contractor (Original)  
 City Clerk (Original)  
 Administrative Services/Accounts Payable  
 Administrative Services/Purchasing  
 Project Manager  
 Department Files

**CITY OF STOCKTON**

Date: June 10, 2014

**Contract Change Order No. 3**

Sheet 1 of 2

Purchase Order No.: 183938

Appropriation No(s): 437-7713-670.20-62

Project No (s): M09106

**ARCH ROAD SANITARY SEWER TRUNK LINE  
 PROJECT NO. M09106**

TO **KNIFE RIVER CONSTRUCTION** (Contractor). You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications of this contract.

The additional compensation, if any, included in this change order constitutes full compensation, including all mark ups, profits, surcharges, taxes and overhead costs, for the change in work as specified.

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

By reason of this proposed change, 4 days extension of time will be allowed.

Accepted Date 6.18.14

KNIFE RIVER CONSTRUCTION  
 (Contractor)

By [Signature]

Steve Essoyan  
 President

Note: This change order is not effective until approved by the City Manager or if under Council approved limits, Department Director.

Increase

Total cost of change not to exceed \$ 314,892.70

Submitted by

Rosa Alvarez  
 Rosa Alvarez, Project Manager

Approval Recommended:

By

[Signature]  
 Eric Alvarez, Deputy Public Works Director/City Engineer

Do the changes above have any potential impact on the use of Public Facility Fees, Measure K, Gas Tax and/or other restricted funding sources?

(Circle One) YES/ NO

If Yes, Budget Officer or designee to verify available funding

Available Funding Verified

[Signature]  
 Denise Gray, Program Manager II

Date approved

7/7/14  
[Signature]  
 Gordon A. MacKay, Director, Public Works Department

City Manager

City Council Resolution No. \_\_\_\_\_

APPROVED AS TO FORM & CONTENT:  
 OFFICE OF THE CITY ATTORNEY

BY \_\_\_\_\_

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Contractor (Original)  
 City Clerk (Original)  
 Administrative Services/Accounts Payable  
 Administrative Services/Purchasing  
 Project Manager  
 Department Files

**CITY OF STOCKTON****Contract Change Order No. 3**

Date: June 10, 2014

Sheet 2 of 2

Purchase Order No.: 183938  
 Appropriation No(s): 437-7713-670.20-62

Project No (s): M09106

**ARCH ROAD SANITARY SEWER TRUNK LINE  
 PROJECT NO. M09106**

TO **KNIFE RIVER CONSTRUCTION** (Contractor). You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications of this contract.

**A. INCREASE/DECREASE IN CONTRACT ITEM AT CONTRACT UNIT PRICE:**

Item #	Description	Quantity	Unit	Unit Price	Increase	Decrease
<b><i>Base Bid - Arch Road Sanitary Sewer Trunk Line (E. SR99 Frontage to Logistics Drive)</i></b>						
4	Off Hauling	1,818	CY	\$ 7.65	\$ 13,907.70	
6	Asphalt Paving – 18.5" Deep Lift	-4,150	TN	\$ 91.00		\$ (377,650.00)
6a	Asphalt Paving – 9" AC	3,766	TN	\$ 140.00	\$ 527,240.00	
6b	Aggregate Base – 22" AB	3,414	CY	\$ 38.50	\$ 131,439.00	
<b><i>Alternate Bid - Arch Road Sanitary Sewer Trunk Line (E. Logistics Drive to Austin Road)</i></b>						
A4	Off Hauling	4,600	CY	\$ 8.00		\$ (36,800.00)
A6	Asphalt Paving – 9" AC	368	TN	\$ 140.00	\$ 51,520.00	
A7	Class II AB – 22" AB	136	CY	\$ 38.50	\$ 5,236.00	
Increase/Decrease Subtotals					\$ 729,342.70	\$ (414,450.00)
<b>Subtotal</b>						\$ 314,892.70

**12.6    14-0758    APPROVE CONTRACT CHANGE ORDER NO. 2 WITH HDR  
ENGINEERING, INC. FOR THE FRENCH CAMP ROAD/I-5  
INTERCHANGE RECONSTRUCTION (PROJECT NO.  
99-01/FEDERAL PROJECT STPIMDL-5008(116))**

**RECOMMENDATION**

*It is recommended that the City Council approve a motion authorizing the City Manager to execute Contract Change Order (CCO) No. 2, in the amount of \$98,000, with HDR Engineering, Inc. (HDR) of Folsom, California, for additional design support services during construction for the French Camp Road/I-5 Interchange Reconstruction (Project No. 99-01/Federal Project STPIMDL-5008(116)).*

*It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.*

**Department:** Public Works

**Attachments:** Attachment A - Vicinity Map - French Camp I-5 Interchange

**Attachment B - Change Order 2 French Camp I-5 Interchange**



# City of Stockton

## Legislation Text

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File #: 14-0758, Version: 1

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APPROVE CONTRACT CHANGE ORDER NO. 2 WITH HDR ENGINEERING, INC. FOR THE FRENCH CAMP ROAD/I-5 INTERCHANGE RECONSTRUCTION (PROJECT NO. 99-01/FEDERAL PROJECT STPIMDL-5008(116))

### RECOMMENDATION

It is recommended that the City Council approve a motion authorizing the City Manager to execute Contract Change Order (CCO) No. 2, in the amount of \$98,000, with HDR Engineering, Inc. (HDR) of Folsom, California, for additional design support services during construction for the French Camp Road/I-5 Interchange Reconstruction (Project No. 99-01/Federal Project STPIMDL-5008(116)).

It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

### Summary

On September 25, 2012, by Motion No. 2014-09-25-1502-06, Council approved an Amendment to Professional Services Master Contract with HDR, in the amount of \$403,047, to provide design support services needed during the construction of the French Camp Road/I-5 Interchange Reconstruction project.

The construction of the French Camp Road/I-5 Interchange Reconstruction project is 90 percent complete, with completion scheduled for September 2014, and project close-out in December 2014. However, the approved resources for HDR design support services are depleted due to extra work required by Caltrans and other additional environmental coordination work. In order to ensure proper design support services during construction through project close-out, execution of CCO No. 2 with HDR in the amount of \$98,000 is recommended.

### DISCUSSION

#### Background

The French Camp Road/I-5 Interchange Reconstruction and Sperry Road Extension projects are regionally significant projects that provide critically needed access between Highway 99 and I-5. These projects also provide enhanced access to the Stockton Metropolitan Airport, Port of Stockton, Rail Intermodal facilities, and surrounding logistical companies, thus improving goods movement to encourage industrial development (Attachment A).

On September 25, 2012, by Motion No. 2012-09-25-1502-06, Council approved an Amendment to Professional Services Master Contract with HDR, in the amount of \$403,047, to provide design support services needed during the construction of the French Camp Road/I-5 Interchange

Reconstruction project. HDR is the project's design consultant. On May 12, 2014, CCO No. 1 in the amount of \$60,000 was issued for additional support to the Resident Engineer, review and support of CCOs, shop drawing review, and field visits.

It was originally anticipated that the Sperry Road Extension and the French Camp Road/I-5 Interchange Reconstruction projects would be constructed simultaneously. However, Caltrans' approval of the plans for the French Camp/I-5 Interchange Reconstruction project took longer than expected, which subsequently delayed the start of the project. Consequently, the Sperry Road Extension project started nearly six months earlier. The Sperry Road Extension project was completed and opened to traffic in December 2013. Opening of Sperry Road prior to completion of the French Camp Road/I-5 Interchange required Caltrans' approval due to the potential negative impact of adding increased Sperry Road traffic to the unfinished interchange. This approval process required additional traffic studies, design modifications, estimates, and other coordination work for the interchange project in order to ensure that opening Sperry Road would not impact traffic on I-5. In addition, the interchange project encountered migratory birds, burrowing owls, one elderberry shrub, and sensitive vegetation in and around the French Camp Slough that required additional environmental coordination work. These additional tasks were performed as extra work by HDR.

### Present Situation

The construction of the French Camp Road/I-5 Interchange Reconstruction project is 90 percent complete, with completion scheduled for September 2014, and project close-out in December 2014. However, the approved resources for HDR design support services are depleted due to the extra work required by Caltrans and other additional environmental coordination work. In order to ensure proper design support services during construction through project close-out, execution of CCO No. 2 with HDR in the amount of \$98,000 is recommended (Attachment B).

Council approval is needed for CCO No. 2, as the total amount of CCOs Nos. 1 through 2 will exceed the originally authorized CCO authority.

### FINANCIAL SUMMARY

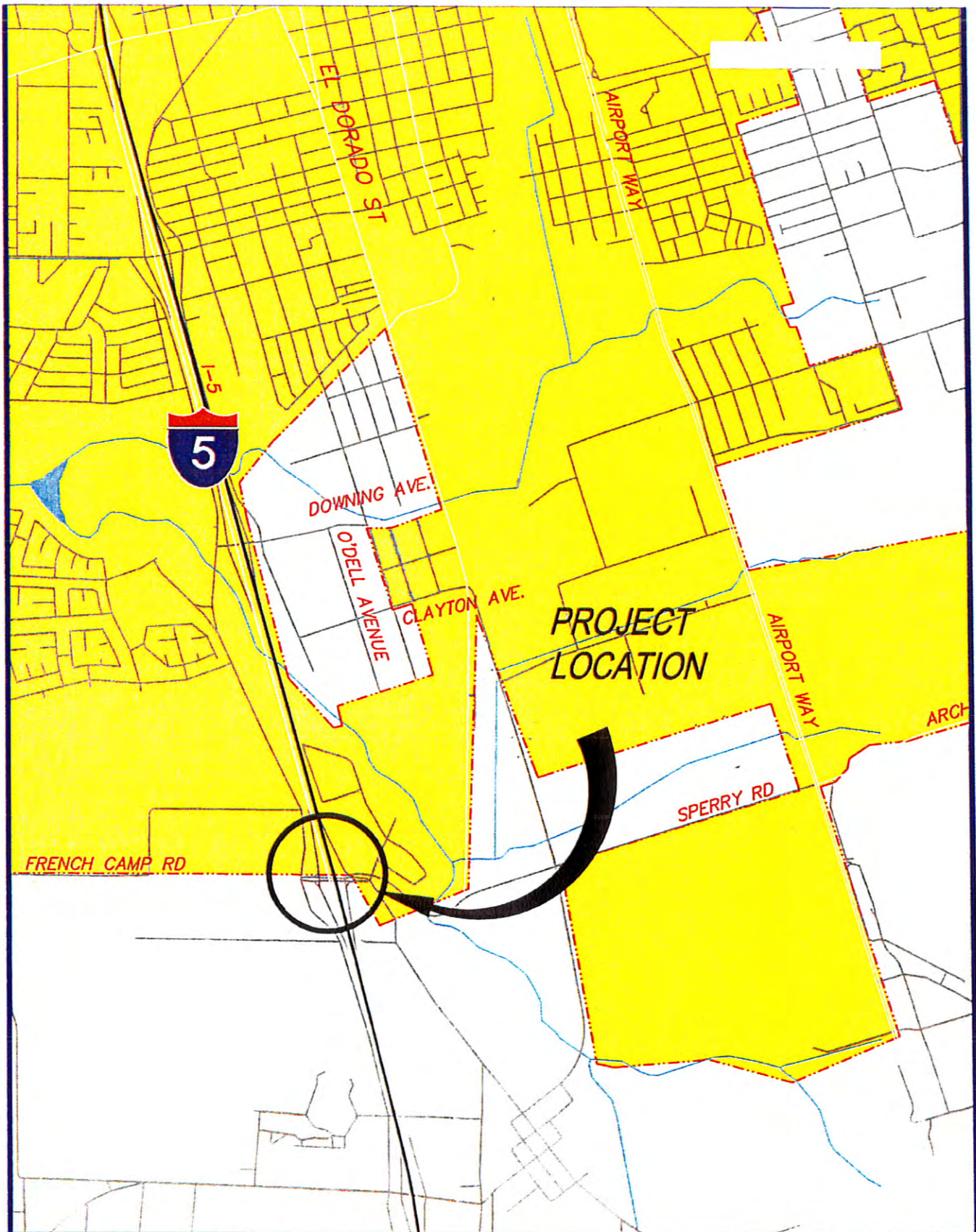
The cost of CCO No. 2, in the amount of \$98,000, will be funded by public facility fee funds already allocated to the project, French Camp Road/I-5 Interchange Reconstruction (PW9945). There are sufficient funds in the project account for this CCO.

There is no impact to the City's General Fund or to any other unrestricted fund as a result of taking the recommended action.

Attachment A - Vicinity Map

Attachment B - Contract Change Order No. 2





NO.	REV. DATE	BY	APRVD.	<b>I-5/FRENCH CAMP ROAD INTERCHANGE</b>		APPROVED BY	
DWG. BY						CITY ENGINEER	
CK. BY				<b>CITY OF STOCKTON DEPARTMENT OF PUBLIC WORKS</b>		DATE	DRAWING NO.
SCALE							



Contractor (Original)  
 City Clerk (Original)  
 Administrative Services/Accounts Payable  
 Administrative Services/Purchasing  
 Project Manager (Ray Deyto)  
 Department Files

**CITY OF STOCKTON****Contract Change Order No. 2**

Date: June 2, 2014

Sheet 1 of 5

Purchase Order No.: 176896  
 Appropriation No(s):  
 399-9945-640.20-61 PW9945

**FRENCH CAMP ROAD/I-5 INTERCHANGE PROJECT NO. 99-01**

Original Contract Amount	\$ 403,047.00
CCO 1	\$ 60,000.00
CCO 2	\$ <u>98,000.00</u>
Revise Contract Amount	\$ 561,047.00


TO HDR Engineering, Inc. (Contractor). You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications of this contract.

Increase the budget for the additional construction support services as described in your letter dated May 28, 2014, attached and incorporated herein.

CCO TOTAL: \$ 98,000.00

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

By reason of this proposed change, 80 days extension of time will be allowed.

Accepted Date 6/2/14  
  
 HDR ENGINEERING, INC.

By Carlton L. Haack  
Vice President  
 Title

Note: This change order is not effective until approved by the City Manager or if under Council approved limits, Department Director.

Increase  
 Total cost of change not to exceed \$ 98,000.00

Submitted by Ray Deyto  
 Ray Deyto, Project Manager

Approval Recommended:

By \_\_\_\_\_  
 Eric Alvarez, Deputy PW Director/City Engineer

Do the changes above have any potential impact on the use of Public Facility Fees, Measure K, Gas Tax and/or other restricted funding sources?

(Circle One) YES/ NO

If Yes, Budget Officer or designee to verify available funding

Available Funding Verified \_\_\_\_\_  
 Grace Petines, Program Manager II

Date approved \_\_\_\_\_

\_\_\_\_\_  
 Gordon A. MacKay, Director, Public Works Department

APPROVED AS TO FORM & CONTENT:  
 OFFICE OF THE CITY ATTORNEY

BY \_\_\_\_\_



May 28, 2014

Ray Deyto, Project Manager  
City of Stockton  
22 E. Weber Ave., Room 301  
Stockton, California 95202-2317

**RE: Proposed Contract Change Order No. 2: I-5/French Camp Road Interchange Project**

Dear Ray:

HDR requests a contract change order to increase the project budget for the I-5 French Camp Construction Support Services by \$98,000. to \$561,047.00. This amount is based upon the fact that the project Construction Manager states that construction is anticipated to continue until late September 2014. It is expected that the Construction Manager and HDR will remain involved with the project until December 2014. With this addition, HDR will continue to provide answers to RFI's and respond to requests from the City of Stockton and your construction manager. A breakdown of anticipated monthly charges is presented in the attachment to this letter.

HDR has estimated that the breakdown of construction support services will be in the following tasks. As with the initial amendment to our contract to provide construction support services, the total hours for Task 1 are an estimate and will be invoiced to the City on a time and materials basis based on the needs of the resident engineer. The following additional services and new scope requested in this Change Order are summarized below:

## **I-5/French Camp Road Interchange**

### **1.0 - CONSTRUCTION DESIGN SUPPORT**

#### **RESIDENT ENGINEER SUPPORT**

HDR's project design team will continue to provide Resident Engineering Support to address supplemental design issues raised in response to design-related RFIs and RFCs, and otherwise provide construction support services, as directed by the City Project Manager. HDR shall track all related RFIs and RFCs, and provide the status of all submittals as requested by the City Project Manager. HDR will direct all correspondence to the City Project Manager.

#### **CHANGE ORDERS**

HDR will develop and submit revised construction documents including, but not limited to plan sheet(s), specifications, and estimates upon direction of the City Project Manager. HDR will provide one (1) original suitable for reproduction and one (1) electronic copy to the City Project Manager. The City will be responsible for reproduction and distribution of any documentation related to Change Orders.

#### **SHOP DRAWING REVIEW**

Some discrete elements of design (either of necessity or as a result of post-design developments) may be left to the Contractor, his subcontractor(s) or suppliers. HDR will participate in Shop Drawing Review as directed by the City Project Manager to review such designs for adequacy, adherence to standards, and appropriateness to the project situation. HDR will direct all correspondence related to Shop Drawing Review to the City Project Manager.

#### **SITE VISITS**

HDR will be available to visit the job-site for review of construction and make other visits to the job site as requested to resolve any discrepancies in the contract documents.



## **2.0 – LANDSCAPE ARCHITECTURAL SERVICES**

### **COMPLETION OF FRENCH CAMP ROAD LANDSCAPE ARCHITECTURAL SERVICES**

DCA will complete the PS&E for Landscape Architectural services. However due to extensive delays over the life of the project, they request an amendment to recoup a portion of their \$17,251 in project delay costs. Their request is for additional staff and management costs related to delays and re-work caused from starts/stops in the project from February 21, 2012, moving forward. Derivi began work on the project on April 11, 2006. The completion of their services has been delayed numerous times for a duration of 8 years and 1 month. This duration exceeds their anticipated contract time. DCA is willing to accept \$10,000. to resolve this issue.

If you have any questions, please contact Steve Hiatt at 916-471-5846.

Sincerely,



Carlton Haack, PE,  
Vice President

## Attachment – Estimate of billings by month

SHEET 5 OF 5

**HDR Services**

<u>Month</u>	<u>Estimated fees</u>	<u>Total</u>
May	\$15,144.00	
June	\$15,144.00	
July	\$15,144.00	
August	\$15,144.00	
September	\$15,144.00	
October	\$10,115.00	
November	\$10,115.00	
December	\$10,115.00	\$106,065.
Fees remaining in HDR budget		\$18,065.
Amount of HDR portion of Change Order #2		\$88,000.

**DCA Services**

Services due to delays \$10,000.

Total amount of CCO #2 \$98,000.00

Breakdown of HDR hours by month

For months May through September @ \$15,144.00/month

- Project Manager-12 hours
- Senior Roadway Engineer-4 hours
- Senior Engineer-30 hours
- Roadway Project Engineer-40 hours
- Administrative-5 hours

For months October through December @ \$10,115.00/month

- Project Manager-8 hours
- Senior Roadway Engineer-3 hours
- Senior Engineer-20 hours
- Roadway Project Engineer-25 hours
- Administrative-4 hours

12.7 14-0759

**AWARD A CONSTRUCTION CONTRACT TO MARTIN GENERAL ENGINEERING, INC. AND APPROVE THE FILING OF NOTICE OF EXEMPTION (CE014-14) FOR THE HAZELTON AVENUE AND UPRR CROSSING SAFETY IMPROVEMENTS (PROJECT NO. 11-03/FEDERAL PROJECT NO. STPLR-7500(185))**

**RECOMMENDATION**

*It is recommended that the City Council approve a motion that adopts the plans and specifications, and authorizes the City Manager to execute a Construction Contract in the amount of \$212,925 to Martin General Engineering, Inc., of Rancho Cordova, CA, for the Hazelton Avenue and UPRR Crossing Safety Improvements (Project No. 11-03/Federal Project No. STPLR-7500(185)).*

*It is also recommended that the City Council adopt a resolution*

*authorizing the filing of Notice of Exemption No. CE014-14 under the California Environmental Quality Act (CEQA). It is further recommended that the City Manager be authorized to take appropriate actions to carry out the purpose and intent of this motion and resolution.*

**Department:** Public Works

**Attachments:** Attachment A - Vicinity Map - Hazelton Avenue and UPRR Crossing

**Attachment B - Contract - Hazelton Ave UPRR Xing Safety Improvements**

**Proposed Resolution - Hazelton Avenue and UPRR**

**Exhibit 1 - Hazelton Avenue and UPRR Crossing**



# City of Stockton

## Legislation Text

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File #: 14-0759, Version: 1

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AWARD A CONSTRUCTION CONTRACT TO MARTIN GENERAL ENGINEERING, INC. AND APPROVE THE FILING OF NOTICE OF EXEMPTION (CE014-14) FOR THE HAZELTON AVENUE AND UPRR CROSSING SAFETY IMPROVEMENTS (PROJECT NO. 11-03/FEDERAL PROJECT NO. STPLR-7500(185))

### RECOMMENDATION

It is recommended that the City Council approve a motion that adopts the plans and specifications, and authorizes the City Manager to execute a Construction Contract in the amount of \$212,925 to Martin General Engineering, Inc., of Rancho Cordova, CA, for the Hazelton Avenue and UPRR Crossing Safety Improvements (Project No. 11-03/Federal Project No. STPLR-7500(185)).

It is also recommended that the City Council adopt a resolution authorizing the filing of Notice of Exemption No. CE014-14 under the California Environmental Quality Act (CEQA). It is further recommended that the City Manager be authorized to take appropriate actions to carry out the purpose and intent of this motion and resolution.

### Summary

The Hazelton Avenue and UPRR Crossing Safety Improvements project will install new raised medians, as well as upgrade existing and/or install new sidewalks and wheelchair ramps to conform to Americans with Disabilities Act (ADA) standards.

In January 2012, the City was awarded \$477,400 in federal funding to design and construct the project. The funding is from the Section 130-Highway/Railroad At-Grade Crossing Program and funds 100 percent of the project.

On May 29, 2014, the City received three bids for the construction of the Hazelton Avenue and UPRR Crossing Safety Improvements project. Award of the contract to the low bidder, Martin General Engineering, Inc., in the amount of \$212,925, is recommended. It is also recommended that Council adopt a resolution authorizing the filing of the Notice of Exemption No. CE014-14 under CEQA.

It is anticipated that construction will be completed by fall 2014. The project is subject to Disadvantaged Business Enterprise (DBE) requirements.

### DISCUSSION

#### Background

The purpose of the federal-aid Section 130-Highway/Railroad At-Grade Crossing Program is to

reduce the number and severity of roadway accidents by eliminating hazards to vehicles and pedestrians at existing railroad crossings. The California Public Utilities Commission (CPUC) takes the lead in identifying high-risk railroad/roadway intersections. The CPUC short-lists projects to be recommended for funding and prioritizes the projects based on need. Projects prioritized by the CPUC are then funded by Caltrans Division of Rail, who administers Section 130 Program federal funds and provides project oversight with the local agencies and railroads.

The Hazelton Avenue and UPRR Crossing Safety Improvements was identified as a priority project eligible for funding under the Section 130 program, and funding was made available by Caltrans Division of Rail. On April 26, 2011, Council adopted Resolution No. 11-0093 authorizing the City Manager to execute all future service contracts between the City and Caltrans Division of Rail. In January 2012, the City and Caltrans executed service contracts for the design and construction of the Hazelton Avenue and UPRR Crossing Safety Improvements (Attachment A - Vicinity Map).

The project will install new raised medians at both sides of the tracks to eliminate drivers from driving around the railroad crossing gates. The project will also upgrade existing and/or install new sidewalks and wheelchair ramps to conform to ADA standards, and all necessary traffic signs and striping. On August 14, 2012, the City retained Siegfried Engineering, Inc. to prepare plans and specifications for the construction of the project. The project plans and specifications were completed in April 2014, and the project was advertised for bids.

Since the project is funded with federal transportation dollars, Disadvantaged Business Enterprise (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. Failure to meet the goal or make adequate good faith efforts are grounds for rejecting a consultant's proposal. By definition, 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

The calculated DBE goal for the Hazelton Avenue and UPRR Crossing Safety Improvements project is 5.16 percent. 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 mandatory pre-bid meeting was held on May 22, 2014, to emphasize the DBE requirements and to provide information on how to meet the project's DBE goal.

### Present Situation

The Hazelton Avenue and UPRR Crossing Safety Improvements (Project No. 11-03/Federal Project No. STPLR-7500(185)) was advertised on May 1, 2014. On May 29, 2014, bids were received with the following results:

COMPANY NAME	BID AMOUNT
Martin General Engineering, Inc., Rancho Cordova, CA	\$212,925.00
George Reed, Inc., Modesto, CA	\$218,460.65
MCI Engineering, Inc., Stockton, CA	\$273,683.90
Engineer's Estimate	\$310,626.00

The project is federally funded, and federal guidelines do not allow the use of the Local Employment Ordinance (Stockton Municipal Code, Section 3.68.095) or the Local Business Preference (Stockton Municipal Code, Section 3.68.090). The low bid price is more than twenty percent below the only bid submitted by a local contractor; therefore, even if the Local Business Preference had been applicable, it would not have changed the low bid result.

The bid from Martin General Engineering, Inc., the lowest responsive bidder, is regular in all respects. Martin General Engineering, Inc. has the proper license to perform the work and has exceeded the 5.16 percent DBE participation goal. Martin General Engineering, Inc., a certified Disadvantaged Business Enterprise, proposed 97 percent DBE participation. Staff recommends Council approve a motion authorizing the City Manager to execute a Construction Contract to Martin General Engineering, Inc., in the amount of \$212,925, for the Hazelton Avenue and UPRR Crossing Safety Improvements (Attachment B). It is anticipated that construction will be completed by fall 2014.

The project is in conformance with the City's General Plan, pursuant to California Government Code, Section 65402, and is exempt from the requirements of CEQA as specified under Article 19, by Section 15301(c), of the CEQA Guidelines. Staff recommends Council adopt a resolution authorizing the filing of the Notice of Exemption under CEQA.

#### FINANCIAL SUMMARY

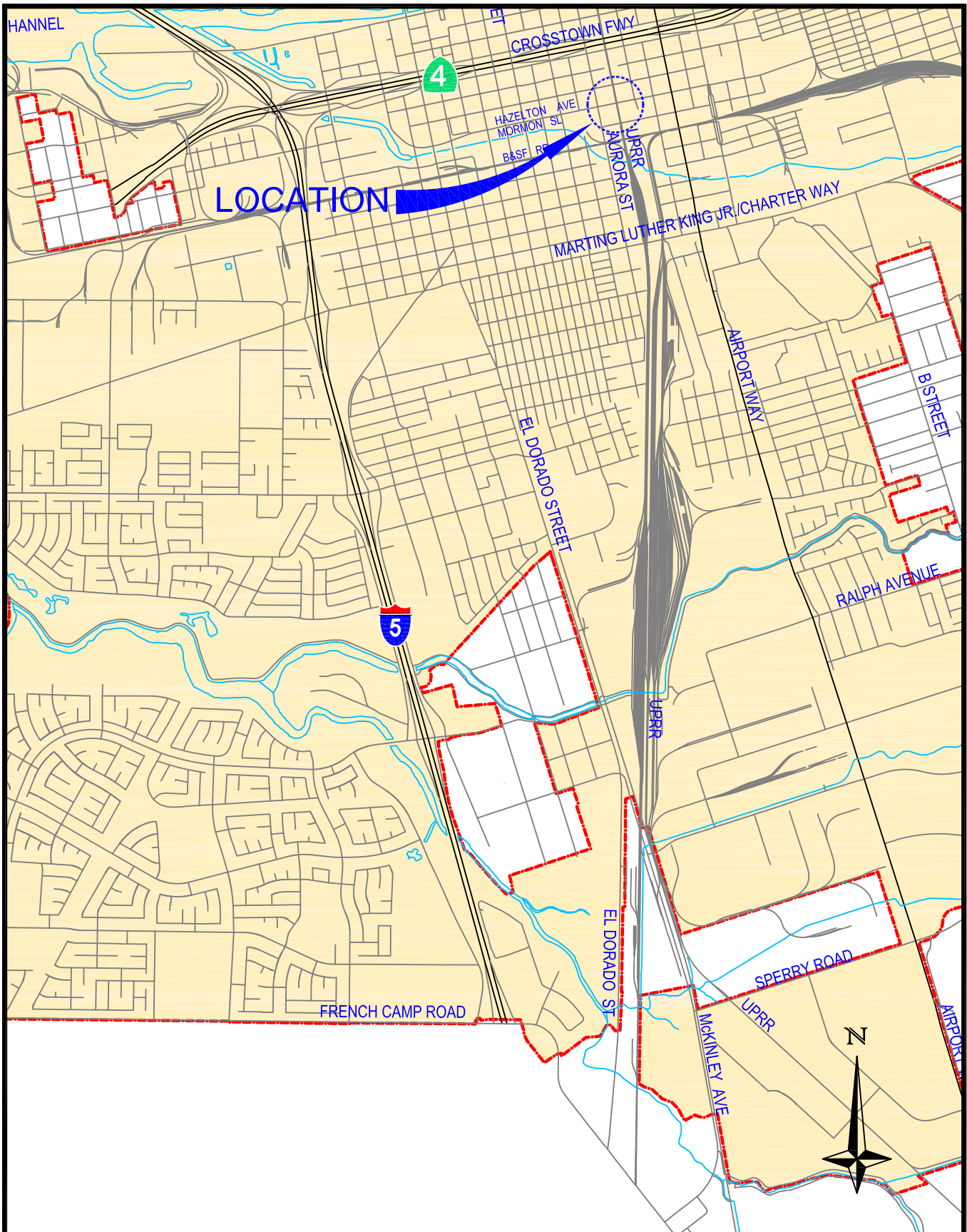
Design and construction funds in the amount of \$477,400 were authorized through the Section 130 Program for highway/railroad safety projects, and appropriated under Account No. 038-7061-640 (PW7061) Hazelton/UPRR Crossing project (Resolution No. 11-0172). Sufficient funds are available to cover the cost of this contract.

There is no impact to the City's General Fund or to any other unrestricted fund as a result of taking the recommended actions.

Attachment A - Vicinity Map

Attachment B - Construction Contract with Martin General Engineering, Inc.





### VICINITY MAP

#### Hazelton Avenue and UPRR Crossing Improvements Project

DWG. BY	CITY OF STOCKTON DEPARTMENT OF PUBLIC WORKS	DATE	DRAWING NO.
SCALE		NONE	

## CONSTRUCTION CONTRACT

This contract is made and entered into on \_\_\_\_\_, by and between MARTIN GENERAL ENGINEERING, INC., a STATE OF CALIFORNIA CORPORATION, with a business address at 12485 Quicksilver Drive, Rancho Cordova, California, 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 HAZELTON AVENUE AND UPRR CROSSING SAFETY IMPROVEMENTS (PROJECT NO. 11-03, FEDERAL PROJECT NO. STPLR-7500(185)), hereinafter called "PROJECT," were regularly adopted by Council Motion No. \_\_\_\_\_, on \_\_\_\_\_; and

WHEREAS, the contract for said work was regularly awarded to CONTRACTOR, by Council Motion No. \_\_\_\_\_, on \_\_\_\_\_.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto expressly agree as follows:

1. CONTRACTOR agrees:

(a) 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 Motion 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. Federal form FHWA 1273 is physically included in this contract as Exhibit C.

(b) 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.



(c) 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 7-1.12 of the City of Stockton Standard Specifications and Plans as adopted on November 25, 2003, by Council Resolution No. 03-0707, effective December 1, 2003.

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.

To the fullest extent allowed by law, 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 agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Contractor, its officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees

under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant 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.

(d) The performance of said work and the furnishing of said materials shall be executed in accordance with Section 8-1.03 of the City of Stockton Standard Specifications and Plans as adopted on November 25, 2003, by Council Resolution No. 03-0707, effective December 1, 2003, and the provisions of the issued project specifications.

The Director 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.

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 ONE THOUSAND, NINE HUNDRED AND

NO/100 DOLLARS (\$1,900.00) 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.

(e) 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.

(f) 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.

(g) 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.

2. CITY agrees:

(a) 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.

(b) 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.

### 3. 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 4-1.03 of the City of Stockton Standard Specifications and Plans as adopted by Council on November 25, 2003, by Resolution No. 03-0707, effective December 1, 2003, except that the \$23,578 limit shown in Section 4-1.03 shall be increased to \$33,018. When the compensation for an item of work is subject to adjustment under the provisions of Standard Specifications and Plans, Section 4-1.03, CONTRACTOR shall, upon request, promptly furnish the Engineer with adequate detailed cost data for such item of work.

### 4. 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 three (3) years after final payment under the contract.

5. 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.

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6. 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:  
BONNIE PAIGE  
CITY CLERK

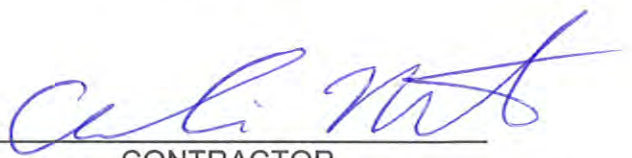
CITY

By \_\_\_\_\_

By \_\_\_\_\_  
KURT O. WILSON  
CITY MANAGER

APPROVED AS TO FORM & CONTENT:  
JOHN M. LUEBBERKE  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
DEPUTY CITY ATTORNEY

By:   
CONTRACTOR  
Adrian Martin - Vice President  
20-1270784  
Tax Identification No.

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EXHIBIT A  
BID SCHEDULE

Item	Description	Unit	Quantity	Unit price	Total Price
1	Mobilization	LS	1	10,500-	10,500-
2	Construction Staking	LS	1	2,000-	2,000-
3	Construction Area Signs	LS	1	900-	900-
4	Traffic Control System	LS	1	7,300-	7,300-
5	Clearing and Grubbing	LS	1	1,800-	1,800-
6	Fire Hydrant – Protect and Adjust to Grade	EA	1	1,400-	1,400-
7	Gate Valve – Adjust Cover to Grade	EA	1	170-	170-
8	Maintenance Hole – Adjust Frame and Cover to Grade	EA	2	250-	500-
9	Roadway Excavation	CY	80	210-	16,800-
10	Relocate Existing Fire Hydrant	EA	1	2,000-	2,000-
11	Remove Curb	LF	29	20-	580-
12	Remove Curb and Gutter	LF	600	10.50	6,300-
13	Remove Concrete (Sidewalk and Driveway)	SF	3,655	3.60	13,158-
14	Remove Traffic Stripe	LF	971	1.60	1,553.60
15	Remove Pavement Marker	SF	58	3.30	191.40
16	Temporary Erosion Control	LS	1	3,800-	3,800-
17	Hot Mix Asphalt	TON	205	142-	29,110-
18	Class II Aggregate Base	CY	50	205.50	10,275-
19	Concrete Curb	LF	52	21-	1,092-
20	Type 2 Concrete Curb	LF	39	161-	6,279-
21	Median Curb	LF	223	41-	9,143-
22	Median Fill (Stamped Concrete)	SF	827	9-	7,443-
23	Curb and Gutter	LF	671	32-	21,472-
24	Sidewalk	SF	2,774	10-	27,740-
25	Driveway	SF	1,426	12-	17,112-

Item	Description	Unit	Quantity	Unit price	Total Price
26	Truncated Domes	SF	205	28-	5,740-
27	Guardrail	LF	38	65-	2,470-
28	4" Painted Traffic Stripe	LF	1,684	2-	3,368-
29	24" Painted Traffic Stripe – White	LF	48	4.50	216-
30	Object Marker – Type 1 (OM-1)	EA	2	50-	100-
31	Pavement Marker (Retroreflective)	EA	72	6-	432-
32	Roadside Sign – One Post	EA	6	330-	1,980-

TOTAL BID 212,925-

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**  
**CONTRACTORS**

**CONTRACTOR** shall procure and maintain for the duration of the Agreement, insurance against all 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, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:

- A. **COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence.
- B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
- C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

FOR **ADDITIONAL** REQUIREMENT(S):

- (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$2,000,000 per occurrence, and \$4,000,000 Aggregate limit. Contractors with excavation and underground risks shall have coverage for and exclusions removed for "x, c, and u."

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

- 1 The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.* ISO form CG 20 37 10 01 edition shall be used as the Additional Insured Endorsement. This form **must be used with** either ISO form CG 20 10 10 01, or CG 20 33 10 01.
- 2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date **CONTRACTOR** completes its performance of services under this Agreement.
- 3. For any claims related to services or products provided under this contract, the Contractor's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Contractor's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.

4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.
5. Regardless of these contract minimum insurance requirements, the Contractor and its insurer shall agree to commit the Contractor's full policy limits and these minimum requirements shall not restrict the Contractor's liability or coverage limit obligations.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.
8. Proper address for mailing certificates, endorsements and notices shall be:  
City of Stockton  
Attention: Risk Services  
425 N. El Dorado Street  
Stockton, CA 95202
9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Contractor shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

If at any time during the life of the Contract or any extension, the Contractor 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.

If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

#### HOLD HARMLESS

Contractor agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Contractor, its officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement. 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.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated 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 Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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.

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

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.

**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 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.

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.

**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:

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.

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.

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).

b. The contractor will accept as its operating policy the following statement:

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.

"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."

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.

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

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

**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.

**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.

**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 CFR 5.5(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.

## 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.

#### **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 journeyman 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.

**8. Compliance with Davis-Bacon and Related Act requirements.** 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 their representatives.

**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 CFR 5.12(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 in paragraph (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 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 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 contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

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 all relevant 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 of

the 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 submission of 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.

## 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 contractor). "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.

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**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.

**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 contractor). "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 to 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 information of participant is not required to exceed that which is 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.

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#### **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.

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#### **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 \$100,000 and that all such recipients shall certify and disclose accordingly.

EXHIBIT D

General Decision Number: CA140029 06/13/2014 CA29

Superseded General Decision Number: CA20130029

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

Modification Number	Publication Date
0	01/03/2014
1	01/10/2014
2	01/24/2014
3	01/31/2014
4	03/07/2014
5	04/11/2014
6	04/25/2014
7	05/02/2014
8	05/16/2014
9	05/23/2014
10	05/30/2014
11	06/06/2014
12	06/13/2014

ASBE0016-001 01/01/2014

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU, SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 57.15	18.72
Area 2.....	\$ 44.05	18.62

ASBE0016-004 01/01/2013

	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).....	\$ 31.13	6.95

BOIL0549-001 01/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 42.06	33.43
Area 2.....	\$ 38.37	31.32

BRCA0003-001 06/01/2011

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.02	12.22

BRCA0003-003 06/01/2011

	Rates	Fringes
MARBLE MASON.....	\$ 39.22	18.68

BRCA0003-005 05/01/2013

	Rates	Fringes
BRICKLAYER		
( 1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 35.41	19.92
( 7) San Francisco, San Mateo.....	\$ 39.96	23.79
( 8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 40.98	20.49
( 9) Calaveras, San Joaquin, Stanislaus, Toulumne.....	\$ 36.48	19.59
(16) Monterey, Santa Cruz...	\$ 37.80	22.46

BRCA0003-008 07/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.15	13.93
TERRAZZO WORKER/SETTER.....	\$ 39.95	24.39

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BRCA0003-011 04/01/2013

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.....	\$ 22.01	12.35
Area 2.....	\$ 21.26	12.44
Area 3.....	\$ 21.01	11.58
Tile Layer		
Area 1.....	\$ 39.42	13.77
Area 2.....	\$ 34.41	13.68
Area 3.....	\$ 29.78	13.10

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CARP0022-001 07/01/2013

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 39.35	26.58
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 39.50	26.58
Journeyman Carpenter.....	\$ 39.35	26.58
Millwright.....	\$ 39.45	28.17

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CARP0034-001 07/01/2013

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician.....	\$ 38.60	29.78
Diver standby.....	\$ 43.38	29.78
Diver Tender.....	\$ 42.38	29.78
Diver wet.....	\$ 85.91	29.78
Manifold Operator (mixed gas).....	\$ 47.38	29.78
Manifold Operator (Standby).....	\$ 42.38	29.78

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

**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.

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CARP0034-003 07/01/2013

	Rates	Fringes
Piledriver.....	\$ 38.60	29.78

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CARP0035-007 07/01/2013

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 I.....	\$ 22.96	17.52
Installer II.....	\$ 19.53	17.52
Lead Installer.....	\$ 26.41	18.02
Master Installer.....	\$ 30.63	18.02
Area 2		
Installer I.....	\$ 20.31	17.52
Installer II.....	\$ 17.36	17.52
Lead Installer.....	\$ 23.28	18.02
Master Installer.....	\$ 26.91	18.02
Area 3		
Installer I.....	\$ 19.36	17.52
Installer II.....	\$ 16.59	17.52
Lead Installer.....	\$ 22.16	18.02
Master Installer.....	\$ 25.58	18.02

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CARP0035-008 08/01/2013

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.....	\$ 39.35	27.02
Area 2.....	\$ 33.47	27.02
Area 3.....	\$ 33.97	27.02
Area 4.....	\$ 32.62	27.02
Drywall Stocker/Scrapper		
Area 1.....	\$ 19.68	15.65
Area 2.....	\$ 16.74	15.65
Area 3.....	\$ 16.99	15.65
Area 4.....	\$ 16.31	15.65

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CARP0152-001 07/01/2013

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 39.35	26.58
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 39.50	26.58
Journeyman Carpenter.....	\$ 39.35	26.58
Millwright.....	\$ 39.45	28.17

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CARP0152-002 07/01/2013

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 39.35	26.58
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 33.62	26.58
Journeyman Carpenter.....	\$ 33.47	26.58
Millwright.....	\$ 35.97	28.17

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CARP0152-004 07/01/2013

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 39.35	26.58
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 32.27	26.58
Journeyman Carpenter.....	\$ 32.12	26.58
Millwright.....	\$ 34.62	28.17

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CARP0217-001 07/01/2013

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 39.35	26.58
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 39.50	26.58
Journeyman Carpenter.....	\$ 39.35	26.58
Millwright.....	\$ 39.45	28.17

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CARP0405-001 07/01/2013

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 39.35	26.58
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 39.50	26.58
Journeyman Carpenter.....	\$ 39.35	26.58
Millwright.....	\$ 39.45	28.17

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CARP0405-002 07/01/2013

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		

Carpenter.....	\$ 39.35	26.58
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 33.62	26.58
Journeyman Carpenter.....	\$ 33.47	26.58
Millwright.....	\$ 35.97	28.17

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CARP0505-001 07/01/2013

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 39.35	26.58
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 33.62	26.58
Journeyman Carpenter.....	\$ 33.47	26.58
Millwright.....	\$ 35.97	28.17

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CARP0605-001 07/01/2013

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 39.35	26.58
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 33.62	26.58
Journeyman Carpenter.....	\$ 33.47	26.58
Millwright.....	\$ 35.97	28.17

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CARP0701-001 07/01/2013

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 39.35	26.58
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 32.27	26.58
Journeyman Carpenter.....	\$ 32.12	26.58
Millwright.....	\$ 34.62	28.17

CARP0713-001 07/01/2013

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 39.35	26.58
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 39.50	26.58
Journeyman Carpenter.....	\$ 39.35	26.58
Millwright.....	\$ 39.45	28.17

CARP1109-001 07/01/2013

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 39.35	26.58
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 32.27	26.58
Journeyman Carpenter.....	\$ 32.12	26.58
Millwright.....	\$ 34.62	28.17

ELEC0006-004 12/01/2013

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 31.82	3%+16.11
Technician.....	\$ 36.23	3%+16.11

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.

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ELEC0006-007 06/01/2013

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 56.92	25.5145

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ELEC0006-008 12/01/2011

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 30.12	3%+13.70
Technician.....	\$ 34.29	3%+13.70

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.

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ELEC0100-002 06/01/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.05	19.67

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ELEC0100-005 12/01/2013

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 27.34	16.12
Technician.....	\$ 31.13	16.23

#### 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.



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ELEC0234-001 03/24/2014

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 41.65	22.60
Zone B.....	\$ 45.82	22.72

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

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ELEC0234-003 12/01/2013

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 31.32	16.24
Technician.....	\$ 35.66	16.24

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.

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ELEC0302-001 06/03/2013

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 51.67	25.70

ELECTRICIAN.....\$ 45.26 25.51

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ELEC0302-003 12/01/2013

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 31.32	16.24
Technician.....	\$ 35.66	16.37

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.

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ELEC0332-001 12/01/2013

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 60.46	30.844
ELECTRICIAN.....	\$ 52.57	30.607

FOOTNOTES: Work under compressed air or where gas masks are required, or work 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.

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ELEC0332-003 12/01/2013

SANTA CLARA COUNTY

	Rates	Fringes
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Sound & Communications

Installer.....	\$ 31.32	16.24
Technician.....	\$ 35.66	16.37

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.

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ELEC0595-001 06/01/2013

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 53.04	3%+28.77
ELECTRICIAN.....	\$ 47.15	3%+28.77

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ELEC0595-002 06/01/2013

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 38.25	9.025%+21.74
ELECTRICIAN		
(1) Tunnel work.....	\$ 35.70	9.025%+21.74
(2) All other work.....	\$ 34.00	9.025%+21.74

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ELEC0595-006 12/01/2013

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 31.32	3%+15.30
Technician.....	\$ 35.66	3%+15.30

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.

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ELEC0595-008 12/01/2013

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 27.34	3%+15.30
Technician.....	\$ 31.12	3%+15.30

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.

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ELEC0617-001 06/01/2013

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 52.00	26.24

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ELEC0617-003 12/01/2013

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 31.32	16.24
Technician.....	\$ 35.66	16.37

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.

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ELEC0684-001 01/01/2014

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.90	3%+18.22

CABLE SPLICER = 110% of Journeyman Electrician

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ELEC1245-001 06/01/2013

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 50.30	15.00
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 40.17	14.56
(3) Groundman.....	\$ 30.73	13.48
(4) Powderman.....	\$ 44.91	13.48

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

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ELEV0008-001 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.19	26.785

FOOTNOTE:

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.  
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,  
Labor Day, Veterans Day, Thanksgiving Day, Friday after  
Thanksgiving, and Christmas Day.

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ENGI0003-008 07/01/2013

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 40.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	\$ 35.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 34.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 31.15	27.81
AREA 2:		
(1) Leverman.....	\$ 42.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	\$ 37.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 36.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 33.15	27.81

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: 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

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: 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

SONOMA COUNTY:

Area 1: All but the Northwestern corner  
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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ENGI0003-018 07/01/2013

"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.....	\$ 39.02	26.27
GROUP 2.....	\$ 37.49	26.27
GROUP 3.....	\$ 36.01	26.27
GROUP 4.....	\$ 34.63	26.27
GROUP 5.....	\$ 33.36	26.27
GROUP 6.....	\$ 32.04	26.27
GROUP 7.....	\$ 30.90	26.27
GROUP 8.....	\$ 29.76	26.27
GROUP 8-A.....	\$ 27.55	26.27
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 39.90	26.27
Oiler.....	\$ 32.93	26.27
Truck crane oiler.....	\$ 36.50	26.27
GROUP 2		
Cranes.....	\$ 32.67	26.27

Oiler.....	\$ 32.67	26.27
Truck crane oiler.....	\$ 36.21	26.27
GROUP 3		
Cranes.....	\$ 36.40	26.27
Hydraulic.....	\$ 32.04	26.27
Oiler.....	\$ 32.43	26.27
Truck Crane Oiler.....	\$ 35.94	26.27
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 40.24	26.27
Oiler.....	\$ 30.98	26.27
Truck crane oiler.....	\$ 33.26	26.27
GROUP 2		
Lifting devices.....	\$ 38.42	26.27
Oiler.....	\$ 30.71	26.27
Truck Crane Oiler.....	\$ 33.01	26.27
GROUP 3		
Lifting devices.....	\$ 36.74	26.27
Oiler.....	\$ 30.49	26.27
Truck Crane Oiler.....	\$ 32.72	26.27
GROUP 4		
Lifting devices.....	\$ 34.97	26.27
GROUP 5		
Lifting devices.....	\$ 33.67	26.27
GROUP 6		
Lifting devices.....	\$ 32.33	26.27
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 40.87	26.27
Oiler.....	\$ 31.32	26.27
Truck Crane Oiler.....	\$ 33.55	26.27
GROUP 2		
Cranes.....	\$ 39.10	26.27
Oiler.....	\$ 31.05	26.27
Truck Crane Oiler.....	\$ 33.33	26.27
GROUP 3		
Cranes.....	\$ 37.62	26.27
Hydraulic.....	\$ 32.67	26.27
Oiler.....	\$ 30.83	26.27
Truck Crane Oiler.....	\$ 33.06	26.27
GROUP 4		
Cranes.....	\$ 35.60	26.27
GROUP 5		
Cranes.....	\$ 34.30	26.27
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 35.12	26.27
GROUP 1-A.....	\$ 37.59	26.27
GROUP 2.....	\$ 33.86	26.27
GROUP 3.....	\$ 32.53	26.27
GROUP 4.....	\$ 31.39	26.27
GROUP 5.....	\$ 30.25	26.27
UNDERGROUND:		
GROUP 1.....	\$ 35.02	26.27
GROUP 1-A.....	\$ 37.49	26.27
GROUP 2.....	\$ 33.76	26.27

GROUP 3.....	\$ 32.43	26.27
GROUP 4.....	\$ 31.29	26.27
GROUP 5.....	\$ 30.15	26.27

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; 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 construction 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; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - 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 machine (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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#### 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; 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;

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#### 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

GROUP 6: Deckhand; Fire tender

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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

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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, 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

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

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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ENG10003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 29.64	25.71
AREA 2.....	\$ 31.64	25.71
GROUP 2		
AREA 1.....	\$ 26.04	25.71
AREA 2.....	\$ 28.04	25.71

GROUP 3		
AREA 1.....	\$ 21.43	25.71
AREA 2.....	\$ 23.43	25.71

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 to 65 HP.

GROUP 3: Landscape 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

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

SONOMA COUNTY:  
Area 1: All but the Northwestern corner  
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 Northeast 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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IRON0377-002 07/01/2013

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	17.74
Ornamental, Reinforcing and Structural.....	\$ 33.00	26.30

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 - Seale, 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

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LABO0067-002 12/01/2013

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN  
MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL  
NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN,  
MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,

NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 19.66	9.02
LABORER (Lead Removal)		
Area A.....	\$ 27.89	19.20
Area B.....	\$ 26.89	19.20

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.

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LABO0067-006 06/28/2010

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 27.84	15.82
GROUP 1.....	\$ 27.14	15.82
GROUP 1-a.....	\$ 27.36	15.82
GROUP 1-c.....	\$ 27.19	15.82
GROUP 1-e.....	\$ 27.69	15.82
GROUP 1-f.....	\$ 27.72	15.82
GROUP 1-g (Contra Costa		
County).....	\$ 27.34	15.82
GROUP 2.....	\$ 26.99	15.82
GROUP 3.....	\$ 26.89	15.82
GROUP 4.....	\$ 20.58	15.82

See groups 1-b and 1-d under laborer classifications.

Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 26.84	15.82
GROUP 1.....	\$ 26.14	15.82
GROUP 1-a.....	\$ 26.36	15.82

GROUP 1-c.....	\$ 26.19	15.82
GROUP 1-e.....	\$ 26.69	15.82
GROUP 1-f.....	\$ 26.72	15.82
GROUP 2.....	\$ 25.99	15.82
GROUP 3.....	\$ 25.89	15.82
GROUP 4.....	\$ 19.58	15.82
See groups 1-b and 1-d under laborer classifications.		
Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 28.10	15.82
GROUP 2.....	\$ 27.60	15.82
GROUP 3.....	\$ 27.60	15.82
GROUP 4.....	\$ 27.60	15.82
Laborers: (GUNITE - AREA B:)		
GROUP 1.....	\$ 27.10	15.82
GROUP 2.....	\$ 26.60	15.82
GROUP 3.....	\$ 26.01	15.82
GROUP 4.....	\$ 25.89	15.82
Laborers: (WRECKING - AREA A:)		
GROUP 1.....	\$ 27.14	15.82
GROUP 2.....	\$ 26.99	15.82
Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 26.14	15.82
GROUP 2.....	\$ 25.99	15.82
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 26.89	15.82
(2) Establishment Warranty Period.....	\$ 20.58	15.82
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 25.89	15.82
(2) Establishment Warranty Period.....	\$ 19.58	15.82

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 buckler; 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 shall 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".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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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)

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LABO0073-002 07/01/2013

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..\$	26.64	18.74
Traffic Control Person I....\$	26.94	18.74
Traffic Control Person II...\$	24.44	18.74

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.

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LABO0073-003 07/01/2013

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....\$	31.70	16.53

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LABO0073-005 07/01/2013

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$	34.10	16.53
GROUP 2.....\$	33.87	16.53
GROUP 3.....\$	33.62	16.53
GROUP 4.....\$	33.17	16.53
GROUP 5.....\$	32.63	16.53
Shotcrete Specialist.....\$	36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete  
nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or  
excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;  
Cherry pickers - where car is lifted; Concrete finisher  
in tunnel; Concrete screedman; Grout pumpman and potman;  
Guniting & 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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LABO0166-001 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Brick Tender.....	\$ 25.91	14.65

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.

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LABO0166-002 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 26.93	16.50

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.

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LABO0261-003 07/01/2013

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
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LABORER (TRAFFIC CONTROL/LANE  
CLOSURE)

Escort Driver, Flag Person..\$ 27.64	18.74
Traffic Control Person I...\$ 27.94	18.74
Traffic Control Person II...\$ 25.44	18.74

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.

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LABO0261-005 07/01/2013

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$ 34.10		16.53
GROUP 2.....\$ 33.87		16.53
GROUP 3.....\$ 33.62		16.53
GROUP 4.....\$ 33.17		16.53
GROUP 5.....\$ 32.63		16.53
Shotcrete Specialist.....\$ 36.12		16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunner & 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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LABO0270-003 07/01/2013

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.....	\$ 27.64	18.74
Area B.....	\$ 26.64	18.74
Traffic Control Person I		
Area A.....	\$ 27.94	18.74
Area B.....	\$ 26.94	18.74
Traffic Control Person II		
Area A.....	\$ 25.44	18.74
Area B.....	\$ 24.44	18.74

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.

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LABO0270-004 07/01/2013

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.10	16.53
GROUP 2.....	\$ 33.87	16.53
GROUP 3.....	\$ 33.62	16.53
GROUP 4.....	\$ 33.17	16.53
GROUP 5.....	\$ 32.63	16.53
Shotcrete Specialist.....	\$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunner & 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 07/01/2013

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.70	16.53

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LABO0294-001 07/01/2013

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 31.52	16.53

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LABO0294-002 07/01/2013

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 26.64	18.74
Traffic Control Person I....	\$ 26.94	18.74
Traffic Control Person II...	\$ 24.44	18.74

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.

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LABO0294-005 07/01/2013

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.10	16.53
GROUP 2.....	\$ 33.87	16.53
GROUP 3.....	\$ 33.62	16.53
GROUP 4.....	\$ 33.17	16.53
GROUP 5.....	\$ 32.63	16.53
Shotcrete Specialist.....	\$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunitite 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; Gunitite & 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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LABO0304-002 07/01/2013

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..\$	27.64	18.74
Traffic Control Person I....\$	27.94	18.74
Traffic Control Person II...\$	25.44	18.74

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.

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LABO0304-003 07/01/2013

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$	34.10	16.53
GROUP 2.....\$	33.87	16.53
GROUP 3.....\$	33.62	16.53
GROUP 4.....\$	33.17	16.53
GROUP 5.....\$	32.63	16.53
Shotcrete Specialist.....\$	36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS



GROUP 1: Diamond driller; Groundmen; Guniting 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;  
Guniting & 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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LABO0324-002 07/01/2013

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..\$	27.64	18.74
Traffic Control Person I....\$	27.94	18.74
Traffic Control Person II...\$	25.44	18.74
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.		

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LABO0324-006 07/01/2013

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$	34.10	16.53
GROUP 2.....\$	33.87	16.53
GROUP 3.....\$	33.62	16.53
GROUP 4.....\$	33.17	16.53
GROUP 5.....\$	32.63	16.53
Shotcrete Specialist.....\$	36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & 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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LAB01130-002 07/01/2013

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..\$	26.64	18.74
Traffic Control Person I....\$	26.94	18.74
Traffic Control Person II...\$	24.44	18.74

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.

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LAB01130-003 07/01/2013

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$	34.10	16.53
GROUP 2.....\$	33.87	16.53
GROUP 3.....\$	33.62	16.53
GROUP 4.....\$	33.17	16.53
GROUP 5.....\$	32.63	16.53
Shotcrete Specialist.....\$	36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting 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;  
Guniting & shotcrete gunner & 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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LABO1130-005 07/01/2013

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.70	16.53

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LABO1414-004 08/07/2013

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 30.00	16.36

Work on a swing stage scaffold: \$1.00 per hour additional.

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LABO1414-007 08/07/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN  
JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 30.00	16.36

Work on a swing stage scaffold: \$1.00 per hour additional.

-----  
LABO1414-008 08/07/2013

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 30.00	16.36

Work on a swing stage scaffold: \$1.00 per hour additional.

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LAB01414-010 08/07/2013

SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLASTER TENDER		
4 Stories and under.....	\$ 28.00	16.36
5 Stories and above.....	\$ 30.00	16.36

Work on a swing stage scaffold: \$1.00 per hour additional.

-----  
LAB01414-011 08/07/2013

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
Plasterer tender.....	\$ 30.00	16.36

Work on a swing stage scaffold: \$1.00 per hour additional.

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PAIN0016-001 01/01/2013

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 33.86	20.26

PREMIUMS:

EXOTIC MATERIALS - \$0.75 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 hour additional

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PAIN0016-003 01/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 40.37	20.07
AREA 2.....	\$ 36.24	18.67

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PAIN0016-012 01/01/2013

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 44.87	17.98

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PAIN0016-015 01/01/2013

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 29.06	15.98

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.00 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.

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PAIN0016-022 01/01/2013

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 37.48	20.26

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PAIN0169-001 01/01/2013

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 32.48	18.20

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PAIN0169-005 01/01/2013

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN

MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 41.88	21.59

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PAIN0294-004 01/01/2013

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 25.67	15.63
Drywall Finisher/Taper.....	\$ 30.47	16.81

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.

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PAIN0294-005 01/01/2013

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 27.83	15.40

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PAIN0767-001 01/01/2013

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 32.24	19.88

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, 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.

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PAIN1176-001 07/01/2013

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 28.27	11.65
GROUP 2.....	\$ 28.60	11.65
GROUP 3.....	\$ 26.96	11.65

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

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PAIN1237-003 01/01/2013

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 28.25	16.73

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PLAS0066-002 08/01/2011

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 33.13	24.64

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PLAS0300-001 07/01/2009

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 29.72	14.21
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 34.22	14.08
AREA 295: Calaveras & San Joaquin Couonties.....	\$ 32.82	15.10
AREA 337: Monterey County..	\$ 31.01	13.93
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.82	15.30

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PLAS0300-005 06/28/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.65	18.56

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PLUM0038-001 07/01/2013

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 62.00	42.39



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PLUM0038-005 07/01/2013

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 52.70	31.45

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PLUM0062-001 01/01/2014

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 41.05	24.89

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PLUM0159-001 07/01/2013

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 50.78	31.34
(2) All other work.....	\$ 51.78	31.34

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PLUM0246-001 01/01/2014

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 36.65	25.14

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PLUM0246-004 07/01/2013

FRESNO, MERCED & SAN JOAQUIN COUNTIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	9.77

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 diaphering 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 07/01/2013

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 53.71	34.19
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 53.71	34.19

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PLUM0355-004 07/01/2013

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.....	\$ 28.55	8.30

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PLUM0393-001 07/01/2013

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 57.41	30.08

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PLUM0442-001 01/01/2014

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 35.00	24.99

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PLUM0467-001 07/01/2013

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 56.45	29.66

ROOF0027-002 01/01/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 24.47	13.30

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.

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ROOF0040-002 08/01/2012

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 33.61	12.37

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ROOF0081-001 08/01/2011

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 33.16	10.90

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ROOF0081-004 08/01/2012

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 29.99	11.82

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ROOF0095-002 08/01/2012

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman.....	\$ 36.62	13.16
Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker.....	\$ 38.62	13.16

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SFCA0483-001 01/01/2014

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 52.42	25.62

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SFCA0669-011 07/01/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,  
SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE  
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 32.98	19.35

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SHEE0104-001 07/01/2013

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.....	\$ 51.30	35.96
All Other Work.....	\$ 52.80	34.46
AREA 2.....	\$ 40.26	27.56
AREA 3.....	\$ 42.66	27.16

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SHEE0104-003 07/01/2013

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 35.87	26.88

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SHEE0104-005 07/01/2013

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 35.57	29.36

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SHEE0104-007 07/01/2013

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 34.49	29.66

SHEE0104-015 07/01/2013

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).....	\$ 52.80	34.46

SHEE0104-018 07/01/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 35.87	26.88

TEAM0094-001 06/01/2014

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 27.44	24.03
GROUP 2.....	\$ 27.74	24.03
GROUP 3.....	\$ 28.04	24.03
GROUP 4.....	\$ 28.39	24.03
GROUP 5.....	\$ 28.74	24.03

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); Lowbed 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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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)).  
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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 union or non-union.

## Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

## Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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## 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 Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the



Davis-Bacon survey program. 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:

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

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: # ASBESTOS WORKER, HEAT AND FROST INSULATOR**

**DETERMINATION:** NC-3-16-1-2014-1

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** July 31, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate	
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	1-1/2X	2X
<b>AREA 1</b>										
Mechanic	*\$57.15	\$10.23	\$7.61 <sup>b</sup>	c	\$0.75	<sup>d</sup> \$0.23	8	\$75.97	<sup>e</sup> \$104.545	<sup>f</sup> \$133.12
<b>AREA 2</b>										
Mechanic	*\$44.05	\$10.23	\$7.61 <sup>b</sup>	c	\$0.75	<sup>d</sup> \$0.23	8	\$62.87	<sup>e</sup> \$84.90	<sup>f</sup> \$106.92

**AREA 1** – Alameda, Contra Costa, Marin, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma.

**AREA 2** – Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Nevada, Placer, Plumas, Sacramento, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba.

**DETERMINATION:** NC-3-16-3-2013-2

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** April 30, 2014\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

**LOCALITY:** Mono and all Northern California Counties

Hazardous Material Handler Mechanic	*\$31.13	5.81	1.25	c	-	<sup>b</sup> 0.13	8	38.32	<sup>i</sup> \$3.885	<sup>j</sup> \$9.45
Hazardous Material Handler Worker <sup>k</sup>	*\$21.91	5.81	-	-	-	<sup>l</sup> 0.11	8	27.83	<sup>i</sup> \$3.785	<sup>j</sup> \$9.74

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Includes amount withheld for dues check off and for vacation.

<sup>b</sup> Pursuant to Labor Code sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

<sup>d</sup> \$0.02 per hour worked for vacation/holiday administration; \$0.12 per hour worked for occupational health and research; \$0.08 per hour worked for Industry Promotion; \$0.01 per hour worked for Preservation Trust.

<sup>e</sup> 1 1/2 times the basic straight-time hourly rate for the first 2 hours of overtime, Monday through Friday and for the first 10 hours on Saturdays. All other overtime is paid at the double time rate.

<sup>f</sup> \$190.27 (Area 1) and \$150.97 (Area 2) per hour for work on Labor Day.

<sup>g</sup> Includes amount withheld for dues check off.

<sup>h</sup> Includes amount for vacation/holiday administration and industry promotion.

<sup>i</sup> Rate applies to the first 4 overtime hours in any workday or 40 hours in a workweek, and for the first 8 hours worked on the 7<sup>th</sup> consecutive day of work in a workweek.

<sup>j</sup> Rate applies to work on any recognized holiday, all hours worked in excess of 12 hours in any workday, and for all hours worked in excess of 8 hours on the 7<sup>th</sup> consecutive day of work in a workweek.

<sup>k</sup> A maximum of fourteen (14) Hazardous Material Handler Workers is allowed for each Hazardous Material Handler Mechanic.

<sup>l</sup> Includes amount for industry promotion.

**NOTE:** Asbestos Removal Workers must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations, Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (510) 286-7362.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #CARPENTER AND RELATED TRADES

**DETERMINATION:** NC-23-31-1-2014-1

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Daily	Overtime Hourly Rate			Sunday and Holiday <sup>j</sup>	
		Health and Welfare <sup>c</sup>	Pension	Vacation/ Holiday <sup>d</sup>	Training	Other Payments <sup>e</sup>	Hours	Total Hourly Rate		Saturday <sup>g</sup>				
										1 1/2X <sup>f</sup>	2X	1 1/2X <sup>h</sup>		2X
<b><sup>b</sup> Area 1</b>														
Carpenter Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$39.35	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$66.12	\$85.80	\$105.47	\$85.80	\$105.47	\$105.47	
	\$39.50	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$66.27	\$86.02	\$105.77	\$86.02	\$105.77	\$105.77	
<b><sup>b</sup> Area 2</b>														
Carpenter Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$33.47	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$60.24	\$76.98	\$93.71	\$76.98	\$93.71	\$93.710	
	\$33.62	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$60.39	\$77.20	\$94.01	\$77.20	\$94.01	\$94.01	
<b><sup>b</sup> Area 3<sup>l</sup></b>														
Carpenter Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$33.47	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$60.24	\$76.98	\$93.71	\$76.98	\$93.71	\$93.71	
	\$33.62	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$60.39	\$77.20	\$94.01	\$77.20	\$94.01	\$94.01	
<b><sup>b</sup> Area 4<sup>l</sup></b>														
Carpenter Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$32.12	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$58.89	\$74.95	\$91.01	\$74.95	\$91.01	\$91.01	
	\$32.27	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$59.04	\$75.18	\$91.31	\$75.18	\$91.31	\$91.31	

**DETERMINATION:** NC-23-31-1-2014-1A

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Daily	Overtime Hourly Rate			Sunday and Holiday <sup>j</sup>
		Health and Welfare <sup>c</sup>	Pension	Vacation/ Holiday <sup>d</sup>	Training	Other Payments <sup>e</sup>	Hours	Total Hourly Rate		Saturday <sup>g</sup>	Sunday <sup>h</sup>		
Bridge Builder/Highway Carpenter	\$39.35	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8.0	\$66.12	\$85.80	\$105.47	\$85.80	\$105.47	\$105.47

Footnote and Millwright listed on page 34A

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34A)

DETERMINATION: NC-23-31-1-2014-1B

ISSUE DATE: February 22, 2014

EXPIRATION DATE OF DETERMINATION: June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Daily	Overtime Hourly Rate			Sunday and Holiday <sup>j</sup>
		Health and Welfare <sup>e</sup>	Pension	Vacation/ Holiday <sup>d</sup>	Training	Other Payments <sup>h</sup>	Hours	Total Hourly Rate		Saturday <sup>a</sup>			
										1 1/2X <sup>f</sup>	2X	1 1/2X <sup>g</sup>	
<sup>b</sup> Area 1 Millwright	\$39.45	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	8	\$67.82	\$87.55	\$107.27	\$87.55	\$107.27	\$107.27
<sup>b</sup> Area 2 Millwright	\$35.97	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	8	\$64.34	\$82.33	\$100.31	\$82.33	\$100.31	\$100.31
<sup>b</sup> Area 3 <sup>i</sup> Millwright	\$35.97	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	8	\$64.34	\$82.33	\$100.31	\$82.33	\$100.31	\$100.31
<sup>b</sup> Area 4 <sup>i</sup> Millwright	\$34.62	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	8	\$62.99	\$80.30	\$97.61	\$80.30	\$97.61	\$97.61

DETERMINATION: NC-23-31-1-2014-1, NC-23-31-1-2014-1A and NC-23-31-1-2014-1B

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rates.

<sup>b</sup> AREA 1 - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

AREA 2 - Monterey, San Benito, and Santa Cruz Counties.

AREA 3 - El Dorado, Placer, Sacramento, San Joaquin and Yolo Counties.

AREA 4 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.

<sup>c</sup> Includes an amount for UBC Health & Safety Fund and National Apprenticeship fund.

<sup>d</sup> Includes an amount per hour worked for Work Fees. The Vacation amount is \$2.45 per hour worked for Carpenter; \$2.35 per hour worked for Millwright.

<sup>e</sup> Annuity Trust Fund, Industry Promotion, and Carpenter Employers Contract Administration.

<sup>f</sup> For building construction, rate applies to the first 4 hours daily overtime. For all heavy, highway and engineering construction overtime worked, Monday through Friday, rate applies to the first 4 hours daily overtime.

<sup>g</sup> Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.

<sup>h</sup> Millwright Annuity Trust Fund, Industry Promotion, and Work Preservation.

<sup>i</sup> Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision.

<sup>j</sup> Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: #CARPENTER AND RELATED TRADES (SECOND SHIFT)\***

**DETERMINATION:** NC-23-31-1-2014-1  
**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Daily	Overtime Hourly Rate <sup>a</sup>				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>g</sup>	Total Hourly Rate		1 1/2X <sup>h</sup>	2X	1 1/2X <sup>i</sup>	2X	Sunday and Holiday <sup>k</sup>
<sup>c</sup> Area 1														
Carpenter	\$41.97	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$68.74	\$85.80	\$105.47	\$85.80	\$105.47	\$105.47	
Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$42.13	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$68.90	\$86.02	\$105.77	\$86.02	\$105.77	\$105.77	
<sup>c</sup> Area 2														
Carpenter	\$35.70	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$62.47	\$76.98	\$93.71	\$76.98	\$93.71	\$93.71	
Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$35.86	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$62.63	\$77.20	\$94.01	\$77.20	\$94.01	\$94.01	
<sup>c</sup> Area 3 <sup>l</sup>														
Carpenter	\$35.70	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$62.47	\$76.98	\$93.71	\$76.98	\$93.71	\$93.71	
Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$35.86	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$62.63	\$77.20	\$94.01	\$77.20	\$94.01	\$94.01	
<sup>c</sup> Area 4 <sup>l</sup>														
Carpenter	\$34.26	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$61.03	\$74.95	\$91.01	\$74.95	\$91.01	\$91.01	
Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$34.42	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$61.19	\$75.18	\$91.31	\$75.18	\$91.31	\$91.31	

**DETERMINATION:** NC-23-31-1-2014-1A  
**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Daily	Overtime Hourly Rate <sup>a</sup>		
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>g</sup>	Total Hourly Rate		Saturday <sup>h</sup>	Sunday and Holiday <sup>k</sup>	
Bridge Builder/Highway Carpenter	\$41.97	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$68.74	\$85.80	\$105.47	\$85.80	\$105.47

Continued on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)

DETERMINATION: NC-23-31-1-2014-1B

ISSUE DATE: February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare <sup>d</sup>	Employer Payments				Straight - Time		Overtime Hourly Rate <sup>e</sup>				
			Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>g</sup>	Total Hourly Rate	Daily	Saturday <sup>h</sup>	Sunday and Holiday <sup>k</sup>		
									1 1/2X <sup>h</sup>	2X	1 1/2X <sup>i</sup>	2X	
<sup>c</sup> Area 1 Millwright	\$42.08	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7.5	\$70.45	\$87.55	\$107.27	\$87.55	\$107.27	\$107.27
<sup>c</sup> Area 2 Millwright	\$38.37	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7.5	\$66.74	\$82.33	\$100.31	\$82.33	\$100.31	\$100.31
<sup>c</sup> Area 3 <sup>j</sup> Millwright	\$38.37	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7.5	\$66.74	\$82.33	\$100.31	\$82.33	\$100.31	\$100.31
<sup>c</sup> Area 4 <sup>j</sup> Millwright	\$36.93	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7.5	\$65.30	\$80.30	\$97.61	\$80.30	\$97.61	\$97.61

DETERMINATION: NC-23-31-1-2014-1, NC-23-31-1-2014-1A and NC-23-31-1-2014-1B (FOR SECOND AND THIRD SHIFTS)

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRI/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

\* Does not apply to tenant improvement or renovation projects in occupied buildings with a total contract value of \$5 million or less.

<sup>a</sup> The overtime rates for shift work are based on the non-shift overtime rates on page 34.

<sup>b</sup> In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rates.

<sup>c</sup> AREA 1 - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

AREA 2 - Monterey, San Benito, and Santa Cruz Counties.

AREA 3 - El Dorado, Placer, Sacramento, San Joaquin and Yolo Counties.

AREA 4 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.

<sup>d</sup> Includes an amount for UBC Health & Safety Fund and National Apprenticeship fund.

<sup>e</sup> Includes an amount per hour worked for Work Fees. The Vacation amount is \$2.45 per hour worked for Carpenter; \$2.35 per hour worked for Millwright.

<sup>f</sup> Annuity Trust Fund, Industry Promotion, and Carpenter Employers Contract Administration.

<sup>g</sup> Daily overtime applies after 7 ½ hours worked at the straight-time rate for second shift and after 7 hours worked at the straight-time rate for third shift.

<sup>h</sup> For building construction, rate applies to the first 2 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not to exceed a total of 4 hours in any 1 work day. For heavy, highway and engineering construction rate applies to the first 4 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not to exceed a total of 4 hours in any 1 work day.

<sup>i</sup> Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.

<sup>j</sup> Millwright Annuity Trust Fund, Industry Promotion, and Work Preservation.

<sup>k</sup> Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision.

<sup>l</sup> Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRI/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRI/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #CARPENTER AND RELATED TRADES (THIRD SHIFT)\*

DETERMINATION: NC-23-31-1-2014-1

ISSUE DATE: February 22, 2014

EXPIRATION DATE OF DETERMINATION: June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journey person)		Basic Hourly Rate	Employer Payments					Straight – Time		Daily	Overtime Hourly Rate <sup>a</sup>			
			Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>g</sup>	Total Hourly Rate		Saturday <sup>h</sup>			
											1 1/2X <sup>a</sup>	2X	1 1/2X <sup>i</sup>	2X
* Area 1														
Carpenter	Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$44.97	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$71.74	\$85.80	\$105.47	\$85.80	\$105.47	\$105.47
Saw Steel		\$45.14	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$71.91	\$86.02	\$105.77	\$86.02	\$105.77	\$105.77
* Area 2														
Carpenter	Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$38.25	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$65.02	\$76.98	\$93.71	\$76.98	\$93.71	\$93.71
Saw Steel		\$38.42	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$65.19	\$77.20	\$94.01	\$77.20	\$94.01	\$94.01
* Area 3 <sup>l</sup>														
Carpenter	Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$38.25	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$65.02	\$76.98	\$93.71	\$76.98	\$93.71	\$93.71
Saw Steel		\$38.42	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$65.19	\$77.20	\$94.01	\$77.20	\$94.01	\$94.01
* Area 4 <sup>l</sup>														
Carpenter	Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$36.71	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$63.48	\$74.95	\$91.01	\$74.95	\$91.01	\$91.01
Saw Steel		\$36.88	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$63.65	\$75.18	\$91.31	\$75.18	\$91.31	\$91.31

Footnotes listed on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)

DETERMINATION: NC-23-31-1-2014-1A

ISSUE DATE: February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate <sup>a</sup>				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>g</sup>	Total Hourly Rate	Daily 1 1/2X <sup>h</sup>	2X	Saturday <sup>b</sup> 1 1/2X <sup>i</sup>	2X	Sunday and Holiday <sup>k</sup>
Bridge Builder/Highway Carpenter	\$44.97	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$71.74	\$85.80	\$105.47	\$85.80	\$105.47	\$105.47

DETERMINATION: NC-23-31-1-2014-1B

ISSUE DATE: February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate <sup>a</sup>				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>g</sup>	Total Hourly Rate	Daily 1 1/2X <sup>h</sup>	2X	Saturday <sup>b</sup> 1 1/2X <sup>i</sup>	2X	Sunday and Holiday <sup>k</sup>
<sup>c</sup> Area 1 Millwright	\$45.09	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7	\$73.46	\$87.55	\$107.27	\$87.55	\$107.27	\$107.27
<sup>c</sup> Area 2 Millwright	\$41.11	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7	\$69.48	\$82.33	\$100.31	\$82.33	\$100.31	\$100.31
<sup>c</sup> Area 3 <sup>l</sup> Millwright	\$41.11	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7	\$69.48	\$82.33	\$100.31	\$82.33	\$100.31	\$100.31
<sup>c</sup> Area 4 <sup>l</sup> Millwright	\$39.57	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7	\$67.94	\$80.30	\$97.61	\$80.30	\$97.61	\$97.61

Footnotes listed on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)



**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: MODULAR FURNITURE INSTALLER (CARPENTER)**

**DETERMINATION:** NC-23-31-15-2013-1

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension <sup>b</sup>	Vacation/ Holiday <sup>c</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>d</sup> 1 1/2X	Sunday/ Holiday 2X
<b><sup>a</sup> AREA 1</b>											
Master Installer	\$30.63	\$9.55	\$5.16	\$3.31	-	\$0.22	8	\$48.87	\$64.185	\$64.185	\$79.50
Lead Installer	26.41	9.55	5.16	3.31	-	0.22	8	44.65	57.855	57.855	71.06
Installer I	22.96	9.55	4.66	3.31	-	0.22	8	40.70	52.18	52.18	63.66
Installer II	19.53	9.55	4.66	3.31	-	0.22	8	37.27	47.035	47.035	56.80
<b><sup>a</sup> AREA 2</b>											
Master Installer	26.91	9.55	5.16	3.31	-	0.22	8	45.15	58.605	58.605	72.06
Lead Installer	23.28	9.55	5.16	3.31	-	0.22	8	41.52	53.16	53.16	64.80
Installer I	20.31	9.55	4.66	3.31	-	0.22	8	38.05	48.205	48.205	58.36
Installer II	17.36	9.55	4.66	3.31	-	0.22	8	35.10	43.78	43.78	52.46
<b><sup>a</sup> AREA 3</b>											
Master Installer	25.58	9.55	5.16	3.31	-	0.22	8	43.82	56.61	56.61	69.40
Lead Installer	22.16	9.55	5.16	3.31	-	0.22	8	40.40	51.48	51.48	62.56
Installer I	19.36	9.55	4.66	3.31	-	0.22	8	37.10	46.78	46.78	56.46
Installer II	16.59	9.55	4.66	3.31	-	0.22	8	34.33	42.625	42.625	50.92

<sup>a</sup> AREA 1 - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

AREA 2 - Monterey, San Benito, and Santa Cruz Counties.

AREA 3 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

<sup>b</sup> Includes an amount for Annuity Trust Fund.

<sup>c</sup> Includes an amount for Work Fee.

<sup>d</sup> Rate applies for the first 10 hours only. All hours worked in excess of ten hours on Saturdays shall be paid at double time (2X).

**RATIO:** The ratio of employees shall be based on the increments of ten (10) employees. It is understood that the employee ratio shall apply on a company-wide basis. For every ten (10) employees, the employer shall employ one (1) Master Installer, three (3) Lead Installer, three (3) Installer I, and three (3) Installer II. For crew size of less than 10 employees, the employer shall employ a Master Installer, followed by a Lead Installer, then an Installer I, and lastly an Installer II. For crew size of over 10 employees, please contact the Office of the Director – Research Unit at 415-703-4774.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**ATTACHMENT B**

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #DRYWALL INSTALLER/LATHER (CARPENTER)**

**DETERMINATION:** NC-31-X-16-2013-2

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

CLASSIFICATION (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare <sup>e</sup>	Pension	Vacation/ Holiday <sup>f</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday 1 1/2X	Sunday and Holiday
<b><sup>a</sup> Area 1</b>											
Drywall Installer/ Lather	\$39.35	\$10.70	<sup>g</sup> \$11.60	\$4.10	\$0.62	\$0.53	8	\$66.90	<sup>h</sup> \$86.58	<sup>h</sup> \$86.58	\$106.25
Stocker, Scrapper <sup>i</sup>	19.68	10.55	<sup>g</sup> \$5.25	4.10	-	-	8	39.58	<sup>h</sup> 49.420	<sup>h</sup> 49.420	59.26
Stocker, Scrapper	19.68	10.55	1.00	4.10	-	-	8	35.33	<sup>h</sup> 45.170	<sup>h</sup> 45.170	55.01
<b><sup>b</sup> Area 2</b>											
Drywall Installer/ Lather	33.47	10.70	<sup>g</sup> \$11.60	4.10	0.62	0.53	8	61.02	<sup>h</sup> 77.755	<sup>h</sup> 77.755	94.49
Stocker, Scrapper <sup>i</sup>	16.74	10.55	<sup>g</sup> \$5.25	4.10	-	-	8	36.64	<sup>h</sup> 45.010	<sup>h</sup> 45.010	53.38
Stocker, Scrapper	16.74	10.55	1.00	4.10	-	-	8	32.39	<sup>h</sup> 40.760	<sup>h</sup> 40.760	49.13
<b><sup>c</sup> Area 3</b>											
Drywall Installer/ Lather	33.97	10.70	<sup>g</sup> \$11.60	4.10	0.62	0.53	8	61.52	<sup>h</sup> 78.505	<sup>h</sup> 78.505	95.49
Stocker, Scrapper <sup>i</sup>	16.99	10.55	<sup>g</sup> \$5.25	4.10	-	-	8	36.89	<sup>h</sup> 45.385	<sup>h</sup> 45.385	53.88
Stocker, Scrapper	16.99	10.55	1.00	4.10	-	-	8	32.64	<sup>h</sup> 41.135	<sup>h</sup> 41.135	49.63
<b><sup>d</sup> Area 4</b>											
Drywall Installer/ Lather	32.62	10.70	<sup>g</sup> \$11.60	4.10	0.62	0.53	8	60.17	<sup>h</sup> 76.480	<sup>h</sup> 76.480	92.79
Stocker, Scrapper <sup>i</sup>	16.31	10.55	<sup>g</sup> \$5.25	4.10	-	-	8	36.21	<sup>h</sup> 44.365	<sup>h</sup> 44.365	52.52
Stocker, Scrapper	16.31	10.55	1.00	4.10	-	-	8	31.96	<sup>h</sup> 40.115	<sup>h</sup> 40.115	48.27

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Area 1 - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma counties.

<sup>b</sup> Area 2 - Monterey, San Benito, and Santa Cruz Counties.

<sup>c</sup> Area 3 - El Dorado<sup>j</sup>, Placer<sup>j</sup>, Sacramento, San Joaquin, and Yolo Counties.

<sup>d</sup> Area 4 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado<sup>j</sup>, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer<sup>j</sup>, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.

<sup>e</sup> Includes an amount for UBC health and safety fund for Drywall Installer/Lather only.

<sup>f</sup> Includes an amount for Work Fees

<sup>g</sup> Includes an amount for Annuity Trust Fund.

<sup>h</sup> Rate applies to the first 4 overtime hours Monday through Friday and the first 8 hours on Saturday. All other time is paid at the Sunday and Holiday overtime rate.

Saturdays may be worked at straight time if job is shut down during Monday through Friday due to inclement weather or major mechanical breakdown.

<sup>i</sup> Employed by the same contractor for 2000 hours (consecutively or cumulatively).

<sup>j</sup> Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: # PILE DRIVER (CARPENTER)**

**DETERMINATION:** NC-23-31-11-2013-1

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday 1 1/2X	Sunday and Holiday
Pile Driver, Wharf, and Dock Builder	\$38.60 <sup>g</sup>	<sup>a</sup> 10.70	<sup>b</sup> 13.05	<sup>c</sup> 5.30	0.73	0.15	8	68.53	<sup>d</sup> 87.830	<sup>d</sup> 87.830	107.13
Diver (wet) up to 50 ft depth <sup>e, f</sup>	86.92	<sup>a</sup> 10.70	<sup>b</sup> 13.05	<sup>c</sup> 5.30	0.73	0.15	8	116.85	<sup>d</sup> 160.31	<sup>d</sup> 160.31	203.77
Diver's Tender <sup>e</sup>	42.46	<sup>a</sup> 10.70	<sup>b</sup> 13.05	<sup>c</sup> 5.30	0.73	0.15	8	72.39	<sup>d</sup> 93.62	<sup>d</sup> 93.62	114.85
Assistant Tender	38.60	<sup>a</sup> 10.70	<sup>b</sup> 13.05	<sup>c</sup> 5.30	0.73	0.15	8	68.53	<sup>d</sup> 87.83	<sup>d</sup> 87.83	107.13
Diver (stand-by)	43.46	<sup>a</sup> 10.70	<sup>b</sup> 13.05	<sup>c</sup> 5.30	0.73	0.15	8	73.39	<sup>d</sup> 95.12	<sup>d</sup> 95.12	116.85

**FOR "PILE DRIVER-BRIDGE BUILDER" - SEE NORTHERN CALIFORNIA CARPENTER PAGE 34.**

**PLEASE NOTE:** To obtain wage rate information for Saturation Diver, Manned Submersible, Manifold Operator/Life Support Technician, Remote Controlled/Operated Vehicle (RCV/ROV) Pilot/Technician, Navigator Surveyor, Bell Winch Operator & Diving Equipment Technician, please contact the Office of the Director – Research Unit at (415) 703-4774.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Includes UBC Health & Safety Fund.

<sup>b</sup> Includes an amount per hour for Annuity Trust Fund. Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

<sup>c</sup> Includes an amount per hour for work fees.

<sup>d</sup> Rate applies to the first 2 daily overtime hours and the first 8 hours worked on Saturdays. All other time is paid at the Sunday/Holiday overtime rate.

<sup>e</sup> Shall receive a minimum of 8 hours pay for any day or part thereof.

<sup>f</sup> For specific rates over 50 ft depth, contact the Office of the Director – Research Unit.

<sup>g</sup> On bridges, powerhouses and dams, men working from bosun's chairs or swinging scaffolds or suspended from rope, cable, safety belts, or any device used as a substitute for or in lieu thereof (excluding piledriving rigs) shall receive \$0.15 per hour above this rate.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: #ELEVATOR CONSTRUCTOR**

**DETERMINATION:** NC-62-X-1-2014-1

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** December 31, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.

Portions<sup>a</sup> of Kern, San Bernardino and San Luis Obispo are detailed below.

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments			Other Payments	Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
			Pension <sup>c</sup>	Vacation/ Holiday	Training				Daily 1 1/2X <sup>d</sup>	Saturday 1 1/2X <sup>d</sup>	Sunday and Holiday
Mechanic	\$59.19	12.725	13.46	3.55	0.60	0.30	8	89.825	119.420	119.420	149.015 <sup>b</sup>
Mechanic (Employed in industry more than 5 years)	59.19	12.725	13.46	4.74	0.60	0.30	8	91.015	120.610	120.610	150.205 <sup>b</sup>
Helper <sup>c</sup>	41.43	12.725	13.46	2.49	0.60	0.30	8	71.005	91.720	91.720	112.435 <sup>b</sup>
Helper (Employed in industry more than 5 years)	41.43	12.725	13.46	3.31	0.60	0.30	8	71.825	92.54	92.54	113.255 <sup>b</sup>

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Applies to that portion of these counties north of the Tehachapi Line. For more information contact the Office of the Director - Research Unit.

<sup>b</sup> For paid holidays recognized in the collective bargaining agreement employees are paid for 8 hours at straight time in addition to the Holiday rate for all hours worked.

<sup>c</sup> Ratio: The total number of Helpers employed shall not exceed the number of Mechanics on any one job. For more information on the use of Helpers contact the Office of the Director - Research Unit.

<sup>d</sup> For Contract Service work only. All other overtime is paid at the Sunday/Holiday rate.

<sup>e</sup> Includes an amount for Annuity Trust Fund.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: # OPERATING ENGINEER (HEAVY AND HIGHWAY WORK)**

**DETERMINATION:** NC-23-63-1-2013-2

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification (Journey person)	Employer Payments						Hours <sup>f</sup>	Straight-Time		Overtime Hourly Rate			
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Other Payments		Total Hourly Rate		Daily/ Saturday <sup>d</sup> 1 1/2X		Sunday and Holiday 2X	
Classification Group <sup>a</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>						Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>
Group 1	\$39.02	\$41.02	\$12.63	\$9.52	\$3.72	\$0.62	8	\$66.18	\$68.18	\$85.69	\$88.69	\$105.20	\$109.20
Group 2	\$37.49	\$39.49	\$12.63	\$9.52	\$3.72	\$0.62	8	\$64.85	\$66.85	\$83.40	\$86.40	\$102.14	\$106.14
Group 3	\$36.01	\$38.01	\$12.63	\$9.52	\$3.72	\$0.62	8	\$63.17	\$65.17	\$81.18	\$84.18	\$99.18	\$103.18
Group 4	\$34.63	\$36.63	\$12.63	\$9.52	\$3.72	\$0.62	8	\$61.79	\$63.79	\$79.11	\$82.11	\$96.42	\$100.42
Group 5	\$33.36	\$35.36	\$12.63	\$9.52	\$3.72	\$0.62	8	\$60.52	\$62.52	\$77.20	\$80.20	\$93.88	\$97.88
Group 6	\$32.04	\$34.04	\$12.63	\$9.52	\$3.72	\$0.62	8	\$59.20	\$61.20	\$75.22	\$78.22	\$91.24	\$95.24
Group 7	\$30.90	\$32.90	\$12.63	\$9.52	\$3.72	\$0.62	8	\$58.06	\$60.06	\$73.51	\$76.51	\$88.96	\$92.96
Group 8	\$29.78	\$31.78	\$12.63	\$9.52	\$3.72	\$0.62	8	\$56.92	\$58.92	\$71.80	\$74.80	\$86.68	\$90.68
Group 8-A	\$27.55	\$29.55	\$12.63	\$9.52	\$3.72	\$0.62	8	\$54.71	\$56.71	\$68.49	\$71.49	\$82.26	\$86.26
Group 1-A	\$39.90	\$41.90	\$12.63	\$9.52	\$3.72	\$0.62	8	\$67.06	\$69.06	\$87.01	\$90.01	\$108.98	\$110.98
Truck Crane Assistant to Engineer	\$32.93	\$34.93	\$12.63	\$9.52	\$3.72	\$0.62	8	\$60.09	\$62.09	\$76.56	\$79.56	\$93.02	\$97.02
Assistant to Engineer	\$30.64	\$32.64	\$12.63	\$9.52	\$3.72	\$0.62	8	\$57.80	\$59.80	\$73.12	\$76.12	\$88.44	\$92.44
Group 2-A	\$38.14	\$40.14	\$12.63	\$9.52	\$3.72	\$0.62	8	\$65.30	\$67.30	\$84.37	\$87.37	\$103.44	\$107.44
Truck Crane Assistant to Engineer	\$32.67	\$34.67	\$12.63	\$9.52	\$3.72	\$0.62	8	\$59.83	\$61.83	\$76.17	\$79.17	\$92.50	\$96.50
Assistant to Engineer	\$30.43	\$32.43	\$12.63	\$9.52	\$3.72	\$0.62	8	\$57.59	\$59.59	\$72.81	\$75.81	\$88.02	\$92.02
Group 3-A	\$36.40	\$38.40	\$12.63	\$9.52	\$3.72	\$0.62	8	\$63.56	\$65.56	\$81.76	\$84.76	\$99.96	\$103.96
Truck Crane Assistant to Engineer	\$32.43	\$34.43	\$12.63	\$9.52	\$3.72	\$0.62	8	\$59.59	\$61.59	\$75.81	\$78.81	\$92.02	\$96.02
Hydraulic	\$32.04	\$34.04	\$12.63	\$9.52	\$3.72	\$0.62	8	\$59.20	\$61.20	\$75.22	\$78.22	\$91.24	\$95.24
Assistant to Engineer	\$30.15	\$32.15	\$12.63	\$9.52	\$3.72	\$0.62	8	\$57.31	\$59.31	\$72.39	\$75.39	\$87.46	\$91.46
Group 4-A	\$33.36	\$35.36	\$12.63	\$9.52	\$3.72	\$0.62	8	\$60.52	\$62.52	\$77.20	\$80.20	\$93.88	\$97.88

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> For classifications within each group, see pages 39B-40.

<sup>b</sup> 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; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

<sup>c</sup> AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

<sup>d</sup> Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

<sup>e</sup> Includes an amount for supplemental dues.

<sup>f</sup> When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

**NOTE:** For Special Single and Second Shift rates, please see page 39A.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



## DETERMINATION: NC-23-63-1-2013-2

## CLASSIFICATIONS

**GROUP 1**

Drill Equipment, over 200,000 lbs  
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  
Microtunneling Machine  
Power Blade Operator (finish)  
Power Shovels, (over 1 cu yd and 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  
Crane Mounted Continuous Flight Tie Back Machine, Tonnage to apply  
Crane Mounted Drill Attachments, Tonnage to apply  
Dozer, Slope Board  
Drill Equipment, over 100,000 lbs up to and including 200,000 lbs  
Gradall  
Hydraulic Excavator up to 3 1/2 cu yds  
Loader 4 cu yds and over  
Long Reach Excavator  
Multiple Engine Scrapers (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/Boxman  
Chicago Boom  
Combination Backhoe and Loader up to and including 3/4 cu yds  
Concrete Batch Plants (wet or dry)  
Dozer and/or Push Cat  
Drill Equipment, over 50,000 lbs up to and including 100,000 lbs  
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 Repairman 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  
Timber Skidder  
Track Loader up to 4 yards  
Tractor Drawn Scraper  
Tractor, Compressor Drill Combination  
Tubex Pile Rig  
Unlicensed Construction Work Boat Operator, On Site  
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 Guns  
Drilling Equipment, Watson 2000, Texoma 700 or similar  
Drilling and Boring Machinery, Horizontal (not to apply to waterlines, wagon drills or jackhammers)  
Concrete Mixers/all  
Man and/or Material Hoist  
Mechanical Finishers (concrete) (Clary, Johnson, Bidwell  
Bridge Deck or similar types)  
Mechanical Burn, Curb and/or Curb and Gutter Machine, Concrete or Asphalt  
Mine or Shaft Hoist  
Portable Crushers  
Power Jumbo Operator (setting slip-forms, etc., in tunnels)  
Screedman (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  
Asst. Plant Engineer  
Bridge and/or Gantry Crane  
Chemical Grouting Machine, truck mounted  
Chip Spreading Machine Operator  
Concrete Barrier Moving Machine  
Concrete Saws (self-propelled unit on streets, highways, airports, and canals)  
Deck Engineer  
Drill Doctor  
Drill Equipment, over 25,000 lbs up to and including 50,000 lbs  
Drilling Equipment Texoma 600, Hughes 200 series or similar up to and including 30 ft. m.r.c.  
Helicopter Radioman  
Hydro-Hammer or similar  
Line Master  
Skidsteer Loader, Bobcat larger than 743 series or similar (with attachments)  
Locomotive  
Rotating Extendable Forklift, Lull Hi-Lift or similar  
Assistant to Engineer, 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)  
Screedman, (except asphaltic concrete paving)  
Self-Loading Chipper  
Self Propelled Pipeline Wrapping Machine  
Tractor

**GROUP 7**

Ballast Regulator  
Cary Lift or similar  
Combination Slurry Mixer and/or Cleaner  
Coolant/Slurry Tanker Operator (hooked to Grooving/Grinding Machine)  
Drilling Equipment, 20 ft and under m.r.c.  
Drill Equipment, over 1,000 lbs up to and including 25,000 lbs  
Fireman Hot Plant

Grouting Machine Operator  
Highline Cableway Signalman  
Stationary Belt Loader (Kolman or similar)  
Lift Slab Machine (Vagborg and similar types)  
Maginnes Internal Full Slab Vibrator  
Material Hoist (1 Drum)  
Mechanical Trench Shield  
Partsman (heavy duty repair shop parts room)  
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 Machine (on streets, highways, airports and canals)  
Self Propelled Compactor (without dozer)  
Signalman  
Slip-Form Pumps (lifting device for concrete forms)  
Super Sucker Vacuum Truck  
Tie Spacer  
Trenching Machine (maximum digging capacity up to and including 5 ft depth)  
Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Manitex or similar (Boom Truck) - Under 15 tons  
Truck Type Loader

**GROUP 8**

Bit Sharpener  
Boiler Tender  
Box Operator  
Brakeman  
Combination Mixer and Compressor (shotcrete/gunite)  
Compressor Operator  
Deckhand  
Fireman  
Generators  
Gunite/Shotcrete Equipment Operator  
Heavy Duty Repairman Helper  
Hydraulic Monitor  
Ken Seal Machine (or similar)  
Mast Type Forklift  
Mixermobile  
Assistant to Engineer  
Pump Operator  
Refrigerator 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  
Switchman  
Tar Pot Fireman  
Tugger Hoist, Single Drum  
Vacuum Cooling Plant  
Welding Machine (powered other than by electricity)

**DETERMINATION: NC-23-63-1-2013-2****GROUP 8-A**

Articulated Dump Truck Operator  
 Elevator Operator  
 Mini Excavator under 25 H.P. (Backhoe-Trencher)  
 Skidsteer Loader, Bobcat 743 series or  
 Smaller and similar (without attachments)

**GROUP 1-A**

Clamshells and Draglines over 7 cu yds  
 Cranes 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-A**

Clamshells and Draglines over 1 cu yds up to and  
 including 7 cu yds  
 Cranes over 45 tons up to and including 100 tons  
 Derrick Barge 100 tons and under  
 Mobile Self-Erecting Tower Crane (Potain) over 3 stories  
 Self Propelled Boom Type Lifting Device over 45 tons  
 Tower Cranes

**GROUP 3-A**

Clamshells and Draglines up to and including 1 cu yd  
 Cranes 45 tons and under  
 Mobile Self-Erecting Tower Crane (Potain), 3 stories  
 and under  
 Self Propelled Boom Type Lifting Device 45 tons  
 and under

**GROUP 4-A**

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, Munitex or Similar (Boom Truck),  
 under 15 tons

**DESCRIPTION FOR AREAS 1 AND 2:**

Area 1 is all of Northern California within the following Township, State and/or county Boundaries:

Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount Diablo Base and Meridian,  
Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range 6E,  
Thence Southerly to the Southwest corner of Township 20S, Range 6E,  
Thence Easterly to the Northwest corner of Township 21S, Range 7E Thence Southerly to the Southwest corner of Township 21S, Range 7E  
Thence Easterly to the Northwest corner of Township 22S, Range 9E,  
Thence Southerly to the Southwest corner of Township 22S, Range 9E,  
Thence Easterly to the Northwest corner of Township 23S, Range 10E,  
Thence Southerly to the Southwest corner of Township 24S, Range 10E,  
Thence Easterly to the Southwest corner of Township 24S, Range 31E,  
Thence Northerly to the Northeast corner of Township 20S, Range 31E  
Thence Westerly to the Southeast corner of Township 19S, Range 29E,  
Thence Northerly to the Northeast corner of Township 17S, Range 29E,  
Thence Westerly to the Southeast corner of Township 16S, Range 28E,  
Thence Northerly to the Northeast corner of Township 13S, Range 28E,  
Thence Westerly to the Southeast corner Township 12S, Range 27E,  
Thence Northerly to the Northeast corner of Township 12S, Range 27E,  
Thence Westerly to the Southeast corner of Township 11S, Range 26E,  
Thence Northerly to the Northeast corner of Township 11S, Range 26E,  
Thence Westerly to the Southeast corner of Township 10S, Range 25E,  
Thence Northerly to the Northeast corner of Township 9S, Range 25E,  
Thence Westerly to the Southeast corner of Township 8S, Range 24E,  
Thence Northerly to the Northeast corner of Township 8S, Range 24E,  
Thence Westerly to the Southeast corner of Township 7S, Range 23E,  
Thence Northerly to the Northeast corner of Township 6S, Range 23E,  
Thence Westerly to the Southeast corner of Township 5S, Range 20E,  
Thence Northerly to the Northeast corner of Township 5S, Range 20E,  
Thence Westerly to the Southeast corner of Township 4S, Range 19E,  
Thence Northerly to the Northeast corner of Township 1S, Range 19E,  
Thence Westerly to the Southeast corner of Township 1N, Range 18E,  
Thence Northerly to the Northeast corner of Township 3N, Range 18E,  
Thence Westerly to the Southeast corner of Township 4N, Range 17E,  
Thence Northerly to the Northeast corner of Township 4N, Range 17E,  
Thence Westerly to the Southeast corner of Township 5N, Range 15E,  
Thence Northerly to the Northeast corner of Township 5N, Range 15E,  
Thence Westerly to the Southeast corner of Township 6N, Range 14E,  
Thence Northerly to the Northeast corner of Township 10N, Range 14E,  
Thence Easterly along the Southern line of Township 11N, to the California / Nevada State Border,  
Thence Northerly along the California / Nevada State Border to the Northerly line of Township 17N,  
Thence Westerly to the Southeast corner of Township 18N, Range 10E,  
Thence Northerly to the Northeast corner of Township 20N, Range 10E,  
Thence Westerly to the Southeast corner of Township 21N, Range 9E,  
Thence Northerly to the Northeast corner of Township 21N, Range 9E,  
Thence Westerly to the Southeast corner of Township 22N, Range 8E,  
Thence Northerly to the Northeast corner of Township 22N, Range 8E,  
Thence Westerly to the Northwest corner of Township 22N, Range 8E,  
Thence Northerly to the Southwest corner of Township 27N, Range 8E,  
Thence Easterly to the Southeast corner of Township 27N, Range 8E,  
Thence Northerly to the Northeast corner of Township 28N, Range 8E,  
Thence Westerly to the Southeast corner of Township 29N, Range 6E,  
Thence Northerly to the Northeast corner of Township 32N, Range 6E,  
Thence Westerly to the Northwest corner of Township 32 N, Range 6E,  
Thence Northerly to the Northeast corner of Township 35N, Range 5E,  
Thence Westerly to the Southeast corner of Township 36N, Range 3E,  
Thence Northerly to the Northeast corner of township 36N, Range 3E,  
Thence Westerly to the Southeast corner of Township 37N, Range 1W,  
Thence Northerly to the Northeast corner of Township 38N, Range 1W,  
Thence Westerly to the Southeast corner of Township 39N, Range 2W,  
Thence Northerly to the Northeast corner of Township 40N, Range 2W,  
Thence Westerly to the Southeast corner of Township 41N, Range 4W,  
Thence Northerly to the Northeast corner of Township 42N, Range 4W,  
Thence Westerly to the Southeast corner of Township 43N, Range 5W,  
Thence Northerly to the California / Oregon State Border,

Thence Westerly along the California / Oregon State Border to the Westerly Boundary of Township Range 8W,  
Thence Southerly to the Southwest corner of Township 43N, Range 8W,  
Thence Easterly to the Southeast corner of Township 43N, Range 8W,  
Thence Southerly to the Southwest corner of Township 42N, Range 7W,  
Thence Easterly to the Southeast corner of Township 42N, Range 7W,  
Thence Southerly to the Southwest corner of Township 41N, Range 6W,  
Thence Easterly to the Northwest corner of Township 40N, Range 5W,  
Thence Southerly to the Southwest corner of Township 38N, Range 5W,  
Thence Westerly to the Northwest corner of Township 37N, Range 6W,  
Thence Southerly to the Southwest corner of Township 35N, Range 6W,  
Thence Westerly to the Northwest corner of Township 34N, Range 10W,  
Thence Southerly to the Southwest corner of Township 31N, Range 10W,  
Thence Easterly to the Northwest corner of Township 30N, Range 9W,  
Thence Southerly to the Southwest corner of Township 30N, Range 9W,  
Thence Easterly to the Northwest corner of Township 29N, Range 8W,  
Thence Southerly to the Southwest corner of Township 23N, Range 8W,  
Thence Easterly to the Northwest corner of Township 22N, Range 6W,  
Thence Southerly to the Southwest corner of Township 16N, Range 6W,  
Thence Westerly to the Southeast corner of Township 16N, Range 9W,  
Thence Northerly to the Northeast corner of Township 16N, Range 9W,  
Thence Westerly to the Southeast corner of Township 17N, Range 12W,  
Thence Northerly to the Northeast corner of Township 18N, Range 12W,  
Thence Westerly to the Northwest corner of Township 18N, Range 15W,  
Thence Southerly to the Southwest corner of Township 14N, Range 15W,  
Thence Easterly to the Northwest corner of Township 13N, Range 14W,  
Thence Southerly to the Southwest corner of Township 13N, Range 14W,  
Thence Easterly to the Northwest corner of Township 12N, Range 13W,  
Thence Southerly to the Southwest corner of Township 12N, Range 13W,  
Thence Easterly to the Northwest corner of Township 11N, Range 12W,  
Thence Southerly into the Pacific Ocean  
and Commencing in the Pacific Ocean on the extension of the Humboldt Base Line,  
Thence Easterly to the Northwest corner of Township 1S, Range 2E,  
Thence Southerly to the Southwest corner of Township 2S, Range 2E,  
Thence Easterly to the Northwest corner of Township 3S, Range 3E,  
Thence Southerly to the Southwest corner of Township 5S, Range 3E,  
Thence Easterly to the Southeast corner of Township 5S, Range 4E,  
Thence Northerly to the Northeast corner of Township 4S, Range 4E,  
Thence Westerly to the Southeast corner of Township 3S, Range 3E,  
Thence Northerly to the Northeast corner of Township 5N, Range 3E,  
Thence Easterly to the Southeast corner of Township 6N, Range 5E,  
Thence Northerly to the Northeast corner of Township 7N, Range 5E,  
Thence Westerly to the Southeast corner of Township 8N, Range 3E,  
Thence Northerly to the Northeast corner of Township 9N, Range 3E,  
Thence Westerly to the Southeast corner of Township 10N, Range 1E,  
Thence Northerly to the Northeast corner of Township 13N, Range 1E,  
Thence Westerly into the Pacific Ocean,  
excluding that portion of Northern California contained within the following lines:  
Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo Base and Meridian,  
Thence Easterly to the Southeast corner of Township 12N, Range 16E,  
Thence Northerly to the Northeast corner of Township 12N, Range 16E,  
Thence Westerly to the Southeast corner of Township 13N, Range 15E,  
Thence Northerly to the Northeast corner of Township 13N, Range 15E,  
Thence Westerly to the Southeast corner of Township 14N, Range 14E,  
Thence Northerly to the Northeast corner of Township 16N, Range 14E,  
Thence Westerly to the Northwest corner of Township 16N, Range 12E,  
Thence Southerly to the Southwest corner of Township 16N, Range 12E,  
Thence Westerly to the Northwest corner of Township 15N, Range 11E,  
Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range 11E,

Area 2 shall be all areas not part of Area 1 described above.



**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: # OPERATING ENGINEER (HEAVY AND HIGHWAY WORK)  
(SPECIAL SINGLE AND SECOND SHIFT)**

**DETERMINATION:** NC-23-63-1-2013-2

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification (Journey person)	Employer Payments						Hours	Straight-Time		Overtime Hourly Rate			
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Other Payments		Total Hourly Rate		Daily/ Saturday <sup>d</sup> 1 1/2X	Sunday and Holiday 2X		
Classification Group <sup>a</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>						Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>
Group 1	\$43.35	\$45.35	\$12.63	\$9.52	\$3.72	\$0.62	8	\$70.51	\$72.51	\$92.19	\$95.19	\$113.86	\$117.86
Group 2	\$41.62	\$43.62	\$12.63	\$9.52	\$3.72	\$0.62	8	\$68.78	\$70.78	\$89.59	\$92.59	\$110.40	\$114.40
Group 3	\$39.96	\$41.96	\$12.63	\$9.52	\$3.72	\$0.62	8	\$67.12	\$69.12	\$87.10	\$90.10	\$107.08	\$111.08
Group 4	\$38.40	\$40.40	\$12.63	\$9.52	\$3.72	\$0.62	8	\$65.56	\$67.56	\$84.76	\$87.76	\$103.96	\$107.96
Group 5	\$36.98	\$38.98	\$12.63	\$9.52	\$3.72	\$0.62	8	\$64.14	\$66.14	\$82.63	\$85.63	\$101.12	\$105.12
Group 6	\$35.48	\$37.48	\$12.63	\$9.52	\$3.72	\$0.62	8	\$62.64	\$64.64	\$80.38	\$83.38	\$98.12	\$102.12
Group 7	\$34.20	\$36.20	\$12.63	\$9.52	\$3.72	\$0.62	8	\$61.36	\$63.36	\$78.46	\$81.46	\$95.56	\$99.56
Group 8	\$32.93	\$34.93	\$12.63	\$9.52	\$3.72	\$0.62	8	\$60.09	\$62.09	\$76.56	\$79.56	\$93.02	\$97.02
Group 8-A	\$30.42	\$32.42	\$12.63	\$9.52	\$3.72	\$0.62	8	\$57.58	\$59.58	\$72.79	\$75.79	\$88.00	\$92.00
Group 1-A	\$44.33	\$46.33	\$12.63	\$9.52	\$3.72	\$0.62	8	\$71.49	\$73.49	\$93.66	\$96.66	\$115.82	\$119.82
Truck Crane Assistant to Engineer	\$36.50	\$38.50	\$12.63	\$9.52	\$3.72	\$0.62	8	\$63.66	\$65.66	\$81.91	\$84.91	\$100.16	\$104.16
Assistant to Engineer	\$33.91	\$35.91	\$12.63	\$9.52	\$3.72	\$0.62	8	\$61.07	\$63.07	\$78.03	\$81.03	\$94.98	\$98.98
Group 2-A	\$42.34	\$44.34	\$12.63	\$9.52	\$3.72	\$0.62	8	\$69.50	\$71.50	\$90.67	\$93.67	\$111.84	\$115.84
Truck Crane Assistant to Engineer	\$36.21	\$38.21	\$12.63	\$9.52	\$3.72	\$0.62	8	\$63.37	\$65.37	\$81.48	\$84.48	\$99.58	\$103.58
Assistant to Engineer	\$33.68	\$35.68	\$12.63	\$9.52	\$3.72	\$0.62	8	\$60.84	\$62.84	\$77.68	\$80.68	\$94.52	\$98.52
Group 3-A	\$40.38	\$42.38	\$12.63	\$9.52	\$3.72	\$0.62	8	\$67.54	\$69.54	\$87.73	\$90.73	\$107.92	\$111.92
Truck Crane Assistant to Engineer	\$35.94	\$37.94	\$12.63	\$9.52	\$3.72	\$0.62	8	\$63.10	\$65.10	\$81.07	\$84.07	\$99.04	\$103.04
Hydraulic	\$35.48	\$37.48	\$12.63	\$9.52	\$3.72	\$0.62	8	\$62.64	\$64.64	\$80.38	\$83.38	\$98.12	\$102.12
Assistant to Engineer	\$33.37	\$35.37	\$12.63	\$9.52	\$3.72	\$0.62	8	\$60.53	\$62.53	\$77.22	\$80.22	\$93.90	\$97.90
Group 4-A	\$36.98	\$38.98	\$12.63	\$9.52	\$3.72	\$0.62	8	\$64.14	\$66.14	\$82.63	\$85.63	\$101.12	\$105.12

# Indicates an apprenticeship craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> For classifications within each group, see pages 39B-40.

<sup>b</sup> 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; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

<sup>c</sup> AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

<sup>d</sup> Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

<sup>e</sup> Includes an amount for supplemental dues.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: # OPERATING ENGINEER (BUILDING CONSTRUCTION)**

**DETERMINATION:** NC-23-63-1-2013-2A

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification (Journey person)	Employer Payments						Hours <sup>1</sup>	Straight-Time		Overtime Hourly Rate			
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Other Payments		Total Hourly Rate		Daily/ Saturday <sup>d</sup> 1 1/2X		Sunday and Holiday 2X	
Classification Group <sup>a</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>						Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>
Group 1	\$37.60	\$39.60	\$12.63	\$9.52	\$3.72	\$0.62	8	\$64.76	\$66.76	\$83.56	\$86.56	\$102.36	\$106.36
Group 2	\$36.15	\$38.15	\$12.63	\$9.52	\$3.72	\$0.62	8	\$63.31	\$65.31	\$81.39	\$84.39	\$99.46	\$103.46
Group 3	\$34.75	\$36.75	\$12.63	\$9.52	\$3.72	\$0.62	8	\$61.91	\$63.91	\$79.29	\$82.29	\$96.66	\$100.66
Group 4	\$33.42	\$35.42	\$12.63	\$9.52	\$3.72	\$0.62	8	\$60.58	\$62.58	\$77.29	\$80.29	\$94.00	\$98.00
Group 5	\$32.21	\$34.21	\$12.63	\$9.52	\$3.72	\$0.62	8	\$59.37	\$61.37	\$75.48	\$78.48	\$91.58	\$95.58
Group 6	\$30.94	\$32.94	\$12.63	\$9.52	\$3.72	\$0.62	8	\$58.10	\$60.10	\$73.57	\$76.57	\$89.04	\$93.04
Group 7	\$29.85	\$31.85	\$12.63	\$9.52	\$3.72	\$0.62	8	\$57.01	\$59.01	\$71.94	\$74.94	\$86.88	\$90.88
Group 8	\$28.77	\$30.77	\$12.63	\$9.52	\$3.72	\$0.62	8	\$55.93	\$57.93	\$70.32	\$73.32	\$84.70	\$88.70
Group 8-A	\$28.65	\$28.65	\$12.63	\$9.52	\$3.72	\$0.62	8	\$53.81	\$55.81	\$67.14	\$70.14	\$80.46	\$84.46
Group 1-A	\$38.45	\$40.45	\$12.63	\$9.52	\$3.72	\$0.62	8	\$65.61	\$67.61	\$84.84	\$87.84	\$104.06	\$108.06
Truck Crane Assistant to Engineer	\$31.79	\$33.79	\$12.63	\$9.52	\$3.72	\$0.62	8	\$58.95	\$60.95	\$74.85	\$77.85	\$90.74	\$94.74
Assistant to Engineer	\$29.62	\$31.62	\$12.63	\$9.52	\$3.72	\$0.62	8	\$56.78	\$58.78	\$71.59	\$74.59	\$88.40	\$92.40
Group 2-A	\$38.78	\$38.78	\$12.63	\$9.52	\$3.72	\$0.62	8	\$83.92	\$85.92	\$82.30	\$85.30	\$100.68	\$104.68
Truck Crane Assistant to Engineer	\$31.55	\$33.55	\$12.63	\$9.52	\$3.72	\$0.62	8	\$58.71	\$60.71	\$74.49	\$77.49	\$90.26	\$94.26
Assistant to Engineer	\$29.40	\$31.40	\$12.63	\$9.52	\$3.72	\$0.62	8	\$56.58	\$58.58	\$71.26	\$74.26	\$85.96	\$89.96
Group 3-A	\$35.12	\$37.12	\$12.63	\$9.52	\$3.72	\$0.62	8	\$62.28	\$64.28	\$79.84	\$82.84	\$97.40	\$101.40
Truck Crane Assistant to Engineer	\$31.31	\$33.31	\$12.63	\$9.52	\$3.72	\$0.62	8	\$58.47	\$60.47	\$74.13	\$77.13	\$89.78	\$93.78
Hydraulic	\$30.94	\$32.94	\$12.63	\$9.52	\$3.72	\$0.62	8	\$58.10	\$60.10	\$73.57	\$76.57	\$89.04	\$93.04
Assistant to Engineer	\$29.15	\$31.15	\$12.63	\$9.52	\$3.72	\$0.62	8	\$56.31	\$58.31	\$70.89	\$73.89	\$85.46	\$89.46
Group 4-A	\$32.21	\$34.21	\$12.63	\$9.52	\$3.72	\$0.62	8	\$59.37	\$61.37	\$75.48	\$78.48	\$91.58	\$95.58

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> For classifications within each group, see pages 39B-40.

<sup>b</sup> AREA 1 - Butte, Kings, Merced, Napa, Sacramento, San Benito, San Joaquin, Santa Cruz, Stanislaus, Sutter, Yolo, and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tuolumne and Trinity counties.

<sup>c</sup> AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

<sup>d</sup> Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

<sup>e</sup> Includes an amount for supplemental dues.

<sup>f</sup> When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

**NOTE:** For Special Single and Second Shift rates, please see page 40C.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: # OPERATING ENGINEER (BUILDING CONSTRUCTION)  
(SPECIAL SINGLE AND SECOND SHIFT)**

**DETERMINATION:** NC-23-63-1-2013-2A

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate					
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily/ Saturday <sup>d</sup> 1 1/2X	Sunday and Holiday 2X				
	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>						Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	
Group 1	\$41.75	\$43.75	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$68.91	\$70.91	\$89.79	\$92.79	\$110.66	\$114.66
Group 2	\$40.11	\$42.11	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$67.27	\$69.27	\$87.33	\$90.33	\$107.38	\$111.38
Group 3	\$38.55	\$40.55	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$65.71	\$67.71	\$84.99	\$87.99	\$104.26	\$108.26
Group 4	\$37.03	\$39.03	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.19	\$66.19	\$82.71	\$85.71	\$101.22	\$105.22
Group 5	\$35.68	\$37.68	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.84	\$64.84	\$80.68	\$83.68	\$98.52	\$102.52
Group 6	\$34.24	\$36.24	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.40	\$63.40	\$78.52	\$81.52	\$95.64	\$99.64
Group 7	\$33.03	\$35.03	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.19	\$62.19	\$76.71	\$79.71	\$93.22	\$97.22
Group 8	\$31.82	\$33.82	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.98	\$60.98	\$74.69	\$77.69	\$90.80	\$94.80
Group 8-A	\$29.43	\$31.43	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$56.59	\$58.59	\$71.31	\$74.31	\$88.02	\$90.02
Group 1-A	\$42.71	\$44.71	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$69.87	\$71.87	\$91.23	\$94.23	\$112.58	\$116.58
Truck Crane Assistant to Engineer	\$35.22	\$37.22	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.38	\$64.38	\$79.99	\$82.99	\$97.60	\$101.60
Assistant to Engineer	\$32.76	\$34.76	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.92	\$61.92	\$76.30	\$79.30	\$92.68	\$96.68
Group 2-A	\$40.80	\$42.80	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$67.96	\$69.96	\$88.36	\$91.36	\$108.76	\$112.76
Truck Crane Assistant to Engineer	\$34.95	\$36.95	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.11	\$64.11	\$79.59	\$82.59	\$97.06	\$101.06
Assistant to Engineer	\$32.52	\$34.52	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.68	\$61.68	\$75.94	\$78.94	\$92.20	\$96.20
Group 3-A	\$38.94	\$40.94	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$66.10	\$68.10	\$85.57	\$88.57	\$105.04	\$109.04
Truck Crane Assistant to Engineer	\$34.68	\$36.68	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.84	\$63.84	\$79.16	\$82.16	\$96.52	\$100.52
Hydraulic	\$34.24	\$36.24	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.40	\$63.40	\$78.52	\$81.52	\$95.64	\$99.64
Assistant to Engineer	\$32.24	\$34.24	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.40	\$61.40	\$75.52	\$78.52	\$91.64	\$95.64
Group 4-A	\$35.68	\$37.68	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.84	\$64.84	\$80.68	\$83.68	\$98.52	\$102.52

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> For classifications within each group, see pages 39B-40.

<sup>b</sup> AREA 1 - Butte, Kings, Merced, Napa, Sacramento, San Benito, San Joaquin, Santa Cruz, Stanislaus, Sutter, Yolo, and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

<sup>c</sup> AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

<sup>d</sup> Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

<sup>e</sup> Includes an amount for supplemental dues.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-BUILDING CONSTRUCTION)**

**DETERMINATION:** NC-23-63-1-2013-2D1

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification <sup>b</sup> (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>c</sup>	Training	Other Payments	Hours <sup>d</sup>	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>a</sup> 1 1/2X	Sunday and Holiday 2X
Group 1	\$39.39	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$86.55	\$86.25	\$86.25	\$105.94
Truck Crane Assistant to Engineer	\$32.40	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.56	\$75.76	\$75.76	\$91.98
Assistant to Engineer	\$30.26	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.42	\$72.55	\$72.55	\$87.68
Group 2	\$37.68	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.84	\$83.68	\$83.68	\$102.52
Truck Crane Assistant to Engineer	\$32.18	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.34	\$75.43	\$75.43	\$91.52
Assistant to Engineer	\$30.01	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.17	\$72.18	\$72.18	\$87.18
Group 3	\$36.29	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$83.45	\$81.60	\$81.60	\$99.74
Truck Crane Assistant to Engineer	\$31.93	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.09	\$75.06	\$75.06	\$91.02
Hydraulic	\$31.55	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.71	\$74.49	\$74.49	\$90.26
Assistant to Engineer	\$29.78	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$56.94	\$71.83	\$71.83	\$86.72
Group 4	\$34.36	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$81.52	\$78.70	\$78.70	\$95.88
Group 5	\$33.11	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$80.27	\$76.83	\$76.83	\$93.38

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

<sup>b</sup> For classifications within each group, see page 45.

<sup>c</sup> Includes an amount for supplemental dues.

<sup>d</sup> When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

**NOTE:** For Special Single and Second Shift rates, please see page 40D.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-BUILDING CONSTRUCTION)  
(SPECIAL SINGLE AND SECOND SHIFT)**

**DETERMINATION:** NC-23-63-1-2013-2D1

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification <sup>b</sup> (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>c</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>a</sup> 1 1/2X	Sunday and Holiday 2X
<b>Group 1</b>	\$43.76	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$70.92	\$92.80	\$92.80	\$114.68
Truck Crane Assistant to Engineer	\$35.90	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.06	\$81.01	\$81.01	\$98.96
Assistant to Engineer	\$33.48	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.84	\$77.38	\$77.38	\$94.12
<b>Group 2</b>	\$41.84	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$69.00	\$89.92	\$89.92	\$110.64
Truck Crane Assistant to Engineer	\$35.84	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.80	\$80.62	\$80.62	\$98.44
Assistant to Engineer	\$33.21	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.37	\$76.98	\$76.98	\$93.58
<b>Group 3</b>	\$40.26	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$67.42	\$87.55	\$87.55	\$107.68
Truck Crane Assistant to Engineer	\$36.36	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.52	\$80.20	\$80.20	\$97.86
Hydraulic	\$34.95	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.11	\$79.59	\$79.59	\$97.08
Assistant to Engineer	\$32.93	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.09	\$76.58	\$76.58	\$93.02
<b>Group 4</b>	\$38.11	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$65.27	\$84.33	\$84.33	\$103.38
<b>Group 5</b>	\$36.69	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.85	\$82.20	\$82.20	\$100.54

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2006 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

<sup>b</sup> For classifications within each group, see page 45.

<sup>c</sup> Includes an amount for supplemental dues.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



FOR LANDSCAPE CONSTRUCTION PROJECTS

**CRAFT: # OPERATING ENGINEER**

**DETERMINATION:** NC-63-3-75-2014-1

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments						Straight-Time		Overtime Hourly Rate					
		Health and Welfare	Pension and Holiday <sup>d</sup>	Vacation	Training	Other Payments	Hours	Total Hourly Rate		Daily 1 1/2X	Saturday <sup>e</sup> 1 1/2X	Sunday and Holiday 2X			
Classification Group <sup>a</sup>															
	Area 1 <sup>b</sup> Area 2 <sup>c</sup>							Area 1 <sup>b</sup> Area 2 <sup>c</sup>		Area 1 <sup>b</sup> Area 2 <sup>c</sup>	Area 1 <sup>b</sup> Area 2 <sup>c</sup>	Area 1 <sup>b</sup> Area 2 <sup>c</sup>	Area 1 <sup>b</sup> Area 2 <sup>c</sup>	Area 1 <sup>b</sup> Area 2 <sup>c</sup>	
Group I	\$29.64 31.64	12.63	9.15	3.53	0.61	0.76	8	56.32 58.32		71.14 74.14	71.14 74.14	85.96 89.96			
Group II	26.04 28.04	12.63	9.15	3.53	0.61	0.76	8	52.72 54.72		65.74 68.74	65.74 68.74	78.76 82.76			
Group III	21.43 23.43	12.63	9.15	3.53	0.61	0.76	8	48.11 50.11		58.825 61.825	58.825 61.825	69.54 73.54			
Group IV	18.72 20.72	12.63	9.15	3.53	0.61	0.76	8	45.40 47.40		54.76 57.76	54.76 57.76	64.12 68.12			

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> For classifications within each group, see below.

<sup>b</sup> 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; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties.

<sup>c</sup> AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed on page 41).

<sup>d</sup> Includes an amount for Supplemental Dues.

<sup>e</sup> Saturdays in the same work week may be worked at straight-time if a job is shut down during the nonnal work week due to inclement weather, major mechanical breakdown or shortage of materials beyond the control of the Individual Employer.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**CLASSIFICATIONS**

**Group I**

Landscape Finish Grade Operator. All finish grade work regardless of the equipment used, and all equipment with a horsepower rating of more than 65.

**Group II**

Landscape Operator up to 65 H.P. All equipment with a manufacturer's horsepower rating of 65 or less except equipment covered by Group I or Group III. The following equipment shall be included in Group II except when used for finish work so long as its manufacturer's horsepower rating is 65 or less.

A-Frame and Winch Truck  
Backhoe  
Forklift (Jobsite)

HDR Welder - Landscape - Operating Engineer's Equipment  
Hydro Seeder Machine  
Roller  
Rubber-Tired and Track Earthmoving Equipment  
Skiploader  
Straw Blowers  
Trencher - 35 Horsepower up to 65 Horsepower

**Group III**

Landscape Utility Operator  
Small Rubber-Tired Tractor  
Trencher - Under 35 Horsepower

**Group IV**

Assistant Landscape Utility Operator

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR LANDSCAPE CONSTRUCTION PROJECTS

**CRAFT: # OPERATING ENGINEER (SPECIAL SINGLE AND SECOND SHIFT)**

**DETERMINATION:** NC-63-3-75-2014-1

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments						Straight-Time		Overtime Hourly Rate					
		Health and Welfare	Pension and Holiday <sup>d</sup>	Vacation	Training and Holiday <sup>d</sup>	Other Payments		Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>e</sup> 1 1/2X	Sunday & Holiday 2X			
Classification Group <sup>a</sup>															
	Area 1 <sup>b</sup> Area 2 <sup>c</sup>								Area 1 <sup>b</sup> Area 2 <sup>c</sup>	Area 1 Area 2 <sup>c</sup>	Area 1 <sup>b</sup> Area 2 <sup>c</sup>	Area 1 <sup>b</sup> Area 2 <sup>c</sup>			
Group I	\$33.05 35.05	12.63	9.15	3.53	0.61	0.76	8	59.73	61.73	76.255 79.255	76.255 79.255	92.78 96.78			
Group II	29.00 31.00	12.63	9.15	3.53	0.61	0.76	8	55.68	57.68	70.18 73.18	70.18 73.18	84.68 88.68			
Group III	23.81 25.81	12.63	9.15	3.53	0.61	0.76	8	50.49	52.49	62.395 65.395	62.395 65.395	74.30 78.30			
Group IV	20.91 22.91	12.63	9.15	3.53	0.61	0.76	8	47.59	49.59	58.045 61.045	58.045 61.045	68.50 72.50			

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> For classifications within each group, see below.

<sup>b</sup> **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; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties.

<sup>c</sup> **AREA 2** - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed on page 41).

<sup>d</sup> Includes an amount for Supplemental Dues.

<sup>e</sup> Saturdays in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or shortage of materials beyond the control of the Individual Employer.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

## CLASSIFICATIONS

### Group I

Landscape Finish Grade Operator. All finish grade work regardless of the equipment used, and all equipment with a horsepower rating of more than 65.

### Group II

Landscape Operator up to 65 H.P. All equipment with a manufacturer's horsepower rating of 65 or less except equipment covered by Group I or Group III. The following equipment shall be included in Group II except when used for finish work so long as its manufacturer's horsepower rating is 65 or less.

A-Frame and Winch Truck  
Backhoe  
Forklift (Jobsite)

HDR Welder - Landscape - Operating Engineer's Equipment  
Hydro Seeder Machine  
Roller  
Rubber-Tired and Track Earthmoving Equipment  
Skiploader  
Straw Blowers  
Trencher - 35 Horsepower up to 65 Horsepower

### Group III

Landscape Utility Operator  
Small Rubber-Tired Tractor  
Trencher - Under 35 Horsepower

### Group IV

Assistant Landscape Utility Operator



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: # DREDGER OPERATING ENGINEER**

(CLAMSHELL AND DIPPER DREDGING AND HYDRAULIC SUCTION DREDGING)

**DETERMINATION:** NC-63-3-12-2013-1

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification (Journey person)	Employer Payments							Straight-Time		Overtime Hourly Rate					
	Basic Hourly Rate	Health and Welfare	Pension <sup>e</sup> and Holiday <sup>d</sup>	Vacation	Training	Other Payments	Hours	Total Hourly Rate		Daily <sup>g</sup> 1 1/2X	Saturday <sup>g</sup> 1 1/2X	Sunday and Holiday 2X			
Classification Group <sup>a</sup>															
First Shift	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>						Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>
Group 1	\$40.53	42.53	12.63	10.53	4.65	0.08	0.23	8	68.65	70.65	88.915	91.915	88.915	91.915	109.18
Group 2	35.57	37.57	12.63	10.53	4.65	0.08	0.23	8	63.69	65.69	81.475	84.475	81.475	84.475	99.26
Group 3	34.45	36.45	12.63	10.53	4.65	0.08	0.23	8	62.57	64.57	79.795	82.795	79.795	82.795	97.02
Group 4	31.15	33.15	12.63	10.53	4.65	0.08	0.23	8	59.27	61.27	74.845	77.845	74.845	77.845	90.42
Special Single & Second Shift	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>							Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>
Group 1	\$44.84	46.84	12.63	10.53	4.65	0.08	0.23	8	72.96	74.96	95.38	98.38	95.38	98.38	117.80
Group 2	39.26	41.26	12.63	10.53	4.65	0.08	0.23	8	67.38	69.38	87.01	90.01	87.01	90.01	106.64
Group 3	38.00	40.00	12.63	10.53	4.65	0.08	0.23	8	66.12	68.12	85.12	88.12	85.12	88.12	104.12
Group 4	34.29	36.29	12.63	10.53	4.65	0.08	0.23	8	62.41	64.41	79.555	82.555	79.555	82.555	96.70

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<sup>a</sup> For classifications within each group, see below.

<sup>b</sup> **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; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne counties.

<sup>c</sup> **AREA 2** - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne counties (Portions of counties falling in each area detailed on page 41).

<sup>d</sup> Includes an amount for Supplemental Dues.

<sup>e</sup> Includes an amount for Annuity Trust Fund.

<sup>f</sup> Saturday in the same workweek may be worked at straight-time if a job is shut down during the normal workweek due to inclement weather.

<sup>g</sup> Rate applies to the first 4 daily overtime hours Monday thru Friday and the first 12 hours on Saturday. All other time worked is paid at the Sunday and Holiday overtime rate.

**GROUP 1**

Chief Engineer  
Day Mate (Captain)  
Leverman/Operator

**GROUP 2**

Dredge Dozer  
HDR/Welder

**GROUP 3**

Booster Pump Operator  
Deck Engineer  
Deck Mate  
Dredge Tender  
Watch Engineer  
Welder  
Winch Man

**GROUP 4**

Bargeman  
Deckhand  
Fireman  
Leveehand  
Oiler

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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DEPARTMENT OF INDUSTRIAL RELATIONS  
Office of the Director – Research Unit  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

MAILING ADDRESS:  
P. O. Box 420603  
San Francisco, CA 94142-0603



**IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES  
REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

**INTERIM DETERMINATION FOR THE CRAFT OF  
CRAFT: TRAFFIC CONTROL/LANE CLOSURE (LABORER) <sup>g</sup>  
AND**

**# PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)**

**DETERMINATION:** NC-23-102-13-2014-1

**ISSUE DATE:** March 11, 2014

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

**This determination applies to projects advertised for bids on or after March 21, 2014. This determination supersedes General Prevailing Wage Determination NC-23-102-13-2013-3.**

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare <sup>f</sup>	Employer Payments			Other Payments	Straight-Time		Overtime Hourly Rate		
			Pension <sup>a</sup>	Vacation and Holiday <sup>b</sup>	Training		Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>c</sup> 1 1/2X	Sunday And Holiday

**TRAFFIC CONTROL AND RELATED CLASSIFICATIONS**

**AREA 1 <sup>d</sup>**

Traffic Control Person I	27.94	6.64	9.47	2.63	0.39	0.15	8	47.22	61.19	61.19	75.16
Traffic Control Person II	25.44	6.64	9.47	2.63	0.39	0.15	8	44.72	57.44	57.44	70.16
Flag Person	27.64	6.64	9.47	2.63	0.39	0.15	8	46.92	60.74	60.74	74.56

**AREA 2 <sup>d</sup>**

Traffic Control Person I	26.94	6.64	9.47	2.63	0.39	0.15	8	46.22	59.69	59.69	73.16
Traffic Control Person II	24.44	6.64	9.47	2.63	0.39	0.15	8	43.72	55.94	55.94	68.16
Flag Person	26.64	6.64	9.47	2.63	0.39	0.15	8	45.92	59.24	59.24	72.56

**DETERMINATION:** NC- 23-102-13-2014-2A

**ISSUE DATE:** March 11, 2014

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

**This determination applies to projects advertised for bids on or after March 21, 2014. This determination supersedes General Prevailing Wage Determination NC-23-102-13-2014-1A.**

Traffic Control Trainee <sup>e</sup>											
Stage 1 (2000 hours only)	17.32	6.64	9.47	2.63	0.39	0.15	8	36.60	45.26	45.26	53.92

Footnotes listed on page 44A.

**DETERMINATION:** NC-23-102-13-2014-1B**ISSUE DATE:** March 11, 2014**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tebama, Trinity, Tulare, and Yuba Counties.**This determination applies to projects advertised for bids on or after March 21, 2014. This determination supersedes General Prevailing Wage Determination NC-23-102-13-2013-3B.****STRIPER AND RELATED CLASSIFICATIONS**

Classification (Journeyman)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health <sup>d</sup> and Welfare	Pension <sup>a</sup>	Vacation and Holiday <sup>b</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>c</sup> 1 1/2X	Sunday and Holiday
Group 1	31.35	6.54	8.64	2.48	0.34	0.13	8	49.48	65.155	65.155	80.83
Group 2	29.85	6.54	8.64	2.48	0.34	0.13	8	47.98	62.905	62.905	77.83
Group 3	28.10	6.54	8.64	2.48	0.34	0.13	8	46.23	60.28	60.28	74.33
Group 4	26.00	6.54	8.64	2.48	0.34	0.13	8	44.13	57.13	57.13	70.13

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

a Includes an amount for the Annuity Trust Fund.

b Includes an amount for Supplemental Dues

c Saturdays in the same workweek may be worked at straight-time if job is shut down during the normal workweek due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the employer.

d AREA 1 - Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara Counties.

AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tebama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.

e An individual employer may employ one (1) Traffic Control Trainee for every one (1) journeyman Traffic Control Person I.

f Includes an amount for Retiree Health &amp; Welfare

g The rates of the Laborer classifications for the craft of Traffic Control/Lane Closure (Laborer) do not apply to traffic control work associated with parking and highway improvement projects in San Joaquin, Tuolumne, and Yolo Counties. For traffic control work associated with parking and highway improvement projects in these three counties, the minimum rate of pay is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter).

**STRIPER AND RELATED CLASSIFICATIONS:**

<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
Traffic Striping Applicator	Traffic Delineating Device Applicator Traffic Protective System Installer Pavement Markings Applicator Decorative Asphalt Surfacing Applicator	Traffic Surface Abrasive Blaster Pot Tender	Parking Lots, Game Courts & Playground Striping Applicator Decorative Asphalt Surfacing Laborer

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: TRAFFIC CONTROL/LANE CLOSURE (LABORER) <sup>g</sup>  
AND  
# PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)**

**DETERMINATION:** NC-23-102-13-2013-3

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare <sup>f</sup>	Pension <sup>a</sup>	Vacation and Holiday <sup>b</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>d</sup> 1 1/2X	Sunday And Holiday

**TRAFFIC CONTROL AND RELATED CLASSIFICATIONS**

**AREA 1 <sup>d</sup>**

Traffic Control Person I	27.94	6.64	9.47	2.63	0.39	0.15	8	47.22	61.19	61.19	75.16
Traffic Control Person II	25.44	6.64	9.47	2.63	0.39	0.15	8	44.72	57.44	57.44	70.16
Flag Person	27.64	6.64	9.47	2.63	0.39	0.15	8	46.92	60.74	60.74	74.56

**AREA 2 <sup>d</sup>**

Traffic Control Person I	26.94	6.64	9.47	2.63	0.39	0.15	8	46.22	59.69	59.69	73.16
Traffic Control Person II	24.44	6.64	9.47	2.63	0.39	0.15	8	43.72	55.94	55.94	68.16
Flag Person	26.64	6.64	9.47	2.63	0.39	0.15	8	45.92	59.24	59.24	72.56

**DETERMINATION:** NC- 23-102-13-2014-1A

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

**Traffic Control Trainee<sup>e</sup>**

Stage 1 (2000 hours only)	17.32	6.64	9.47	2.63	0.39	0.15	8	36.60	45.26	45.26	53.92
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Footnotes listed on page 44A.

**DETERMINATION:** NC-23-102-13-2013-3B

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** September 30, 2013\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, and Yuba Counties.

Classification (Journeyman)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight-Time		Overtime Hourly Rate		
			Pension <sup>a</sup>	Vacation and Holiday <sup>b</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>c</sup> 1 1/2X	Sunday And Holiday
<b><u>STRIPER AND RELATED CLASSIFICATIONS</u></b>											
Striper	29.44	6.54	7.55	2.48	0.34	0.13	8	46.48	61.20	61.20	75.92
Traffic Delineating Device Application (Traffic Delineating Device Applicator, Pavement Markings Applicator, Traffic Protective System Installer, Traffic Surface Abrasive Blaster)	28.00	6.54	7.55	2.48	0.34	0.13	8	45.04	59.04	59.04	73.04
Parking Lots, Game Courts, & Playgrounds Striper	24.23	6.54	7.55	2.48	0.34	0.13	8	41.27	53.385	53.385	65.50
Striper Trainee											
Stage 1 (1 <sup>st</sup> 2,000 hrs)	16.57	6.54	7.55	2.48	0.34	0.13	8	33.61	41.895	41.895	50.18
Stage 2 (2 <sup>nd</sup> 2,000 hrs)	17.57	6.54	7.55	2.48	0.34	0.13	8	34.61	43.395	43.395	52.18
Stage 3 (3 <sup>rd</sup> 2,000 hrs)	18.57	6.54	7.55	2.48	0.34	0.13	8	35.61	44.895	44.895	54.18

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

a Includes an amount for the Annuity Trust Fund.

b Includes an amount for Supplemental Dues

c Saturdays in the same workweek may be worked at straight-time if job is shut down during the normal workweek due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the employer.

d AREA 1 - Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara Counties.

AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.

e An individual employer may employ one (1) Traffic Control Trainee for every one (1) journeyman Traffic Control Person I.

f Includes an amount for Retiree Health & Welfare

g The rates of the Laborer classifications for the craft of Traffic Control/Lane Closure (Laborer) do not apply to traffic control work associated with parking and highway improvement projects in San Joaquin, Tuolumne, and Yolo Counties. For traffic control work associated with parking and highway improvement projects in these three counties, the minimum rate of pay is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter).

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: LIGHT FIXTURE MAINTENANCE**

**DETERMINATION:** NC-61-X-6-2014-1

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Kings, Lake, Lassen, Madera, Marin, Mendocino, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Solano, Sonoma, Sutter, Tehama, Trinity, Tulare, Yolo and Yuba counties.

Classification (Journey person)	Employer Payments					Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension <sup>a</sup>	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	6 <sup>th</sup> & 7 <sup>th</sup> Workday 1 1/2X	Holiday 2X
Fixture Washer: Start	\$ 18.58	\$9.25	\$.56	\$.64	--	8	\$29.03	\$38.600	\$38.600	\$48.170
3 – 6 Months	20.45	9.25	.61	.71	--	8	31.02	41.550	41.550	52.080
6 Months or More	21.66	9.25	.65	.75	--	8	32.31	43.465	43.465	54.620
Serviceman										
0 – 12 Months	23.79	9.25	.71	.82	--	8	34.57	46.820	46.820	59.070
12 Months or More	25.19	9.25	.76	.87	--	8	36.07	49.045	49.045	62.020

<sup>a</sup> 3% of the Basic Hourly Rate for the National Employees Benefit Fund which is factored at the applicable overtime multiplier.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)\***

**DETERMINATION:** NC-23-63-1-2013-2D

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>d</sup>	Training	Other Payments	Hours <sup>a</sup>	Total Hourly Rate	Daily <sup>b</sup> 1 1/2X	Saturday <sup>c,b</sup> 1 1/2X	Sunday and Holiday 2X
Group 1	\$40.87	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$68.03	\$88.47	\$88.47	\$108.90
Truck Crane Assistant to Engineer	\$33.55	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.71	\$77.49	\$77.49	\$94.26
Assistant to Engineer	\$31.32	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.48	\$74.14	\$74.14	\$89.80
Group 2	\$39.10	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$66.26	\$85.81	\$85.81	\$105.36
Truck Crane Assistant to Engineer	\$33.33	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.49	\$77.16	\$77.16	\$93.82
Assistant to Engineer	\$31.05	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.21	\$73.74	\$73.74	\$89.26
Group 3	\$37.62	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.78	\$83.59	\$83.59	\$102.40
Truck Crane Assistant to Engineer	\$33.06	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.22	\$76.75	\$76.75	\$93.28
Hydraulic	\$32.67	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.83	\$76.17	\$76.17	\$92.50
Assistant to Engineer	\$30.83	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.99	\$73.41	\$73.41	\$88.82
Group 4	\$35.60	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.76	\$80.56	\$80.56	\$98.36
Group 5	\$34.30	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.46	\$78.61	\$78.61	\$95.76

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

<sup>b</sup> Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only. All other time is paid at the Sunday/Holiday overtime rate.

<sup>c</sup> For Building Construction, see page 40B

<sup>d</sup> Includes an amount for supplemental dues.

<sup>e</sup> When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

**GROUP 1**

Cranes over 100 tons  
Derrick over 100 tons  
Self Propelled Boom Type Lifting Device over 100 tons

**GROUP 2**

Cranes over 45 tons up to and including 100 tons  
Derrick, 100 tons and under  
Self Propelled Boom Type Lifting Device, over 45 tons  
Tower Crane

**GROUP 3**

Cranes, 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 Repairman/Welder

**GROUP 5**

Boom Cat

**NOTE:** For Special Single and Second Shift rates, please see page 45A.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)\*  
(SPECIAL SINGLE AND SECOND SHIFT)**

**DETERMINATION:** NC-23-63-1-2013-2D

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>d</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily <sup>b</sup> 1 1/2X	Saturday <sup>ab</sup> 1 1/2X	Sunday and Holiday 2X
Group 1	\$45.42	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$72.58	\$95.29	\$95.29	\$118.00
Truck Crane Assistant to Engineer	\$37.19	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.35	\$82.95	\$82.95	\$101.54
Assistant to Engineer	\$34.67	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.83	\$79.17	\$79.17	\$96.50
Group 2	\$43.44	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$70.80	\$92.32	\$92.32	\$114.04
Truck Crane Assistant to Engineer	\$36.94	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.10	\$82.57	\$82.57	\$101.04
Assistant to Engineer	\$34.39	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.55	\$78.75	\$78.75	\$95.94
Group 3	\$41.76	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$68.92	\$89.80	\$89.80	\$110.68
Truck Crane Assistant to Engineer	\$36.64	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.80	\$82.12	\$82.12	\$100.44
Hydraulic Assistant to Engineer	\$36.21	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.37	\$81.48	\$81.48	\$99.58
Assistant to Engineer	\$34.13	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.29	\$78.36	\$78.36	\$95.42
Group 4	\$39.50	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$66.66	\$86.41	\$86.41	\$106.16
Group 5	\$38.03	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$65.19	\$84.21	\$84.21	\$103.22

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRUPWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

<sup>b</sup> Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only. All other time is paid at the Sunday/Holiday overtime rate.

<sup>c</sup> For Building Construction, see page 40B

<sup>d</sup> Includes an amount for supplemental dues.

**GROUP 1**

Cranes over 100 tons  
Derrick over 100 tons  
Self Propelled Boom Type Lifting Device over 100 tons

**GROUP 2**

Cranes over 45 tons up to and including 100 tons  
Derrick, 100 tons and under  
Self Propelled Boom Type Lifting Device, over 45 tons  
Tower Crane

**GROUP 3**

Cranes, 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 Repairman/Welder

**GROUP 5**

Boom Cat

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRUPWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRUPWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: LIGHT FIXTURE MAINTENANCE**

**DETERMINATION:** NC-61-X-6-2014-1

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Kings, Lake, Lassen, Madera, Marin, Mendocino, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Solano, Sonoma, Sutter, Tehama, Trinity, Tulare, Yolo and Yuba counties.

Classification (Journey person)	Employer Payments					Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension <sup>a</sup>	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	6 <sup>th</sup> & 7 <sup>th</sup> Workday 1 1/2X	Holiday 2X
Fixture Washer: Start	\$ 18.58	\$9.25	\$.56	\$.64	--	8	\$29.03	\$38.600	\$38.600	\$48.170
3 – 6 Months	20.45	9.25	.61	.71	--	8	31.02	41.550	41.550	52.080
6 Months or More	21.66	9.25	.65	.75	--	8	32.31	43.465	43.465	54.620
Serviceman										
0 – 12 Months	23.79	9.25	.71	.82	--	8	34.57	46.820	46.820	59.070
12 Months or More	25.19	9.25	.76	.87	--	8	36.07	49.045	49.045	62.020

<sup>a</sup> 3% of the Basic Hourly Rate for the National Employees Benefit Fund which is factored at the applicable overtime multiplier.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: #PILE DRIVER (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)**

**DETERMINATION:** NC-23-83-1-2013-2B

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>b</sup>	Training	Other Payments	Hours <sup>d</sup>	Total Hourly Rate	Daily <sup>c</sup> 1 1/2X	Saturday <sup>a</sup> 1 1/2X	Sunday and Holiday 2X
Group 1	\$40.24	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$67.40	\$87.52	\$87.52	\$107.64
Truck Crane Assistant to Engineer	\$33.28	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.42	\$77.05	\$77.05	\$93.68
Assistant to Engineer	\$30.98	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.14	\$73.63	\$73.63	\$89.12
Group 2	\$38.42	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$65.58	\$84.79	\$84.79	\$104.00
Truck Crane Assistant to Engineer	\$33.01	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.17	\$76.68	\$76.68	\$93.18
Assistant to Engineer	\$30.71	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.87	\$73.23	\$73.23	\$88.58
Group 3	\$36.74	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.90	\$82.27	\$82.27	\$100.64
Truck Crane Assistant to Engineer	\$32.72	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.88	\$76.24	\$76.24	\$92.60
Assistant to Engineer	\$30.49	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.65	\$72.90	\$72.90	\$88.14
Group 4	\$34.97	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.13	\$79.62	\$79.62	\$97.10
Group 6	\$32.33	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.49	\$75.66	\$75.66	\$91.82
Group 8	\$30.10	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.26	\$72.31	\$72.31	\$87.36

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

<sup>b</sup> Includes an amount for supplemental dues.

<sup>c</sup> Rate applies to the first 2 daily overtime hours only. All other time is paid at the double time rate.

<sup>d</sup> When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

**GROUP 1**

Clamshells Over 7 Cu Yds  
Derrick Barge Pedestal Mounted Over 100 Tons  
Self Propelled Boom Type Lifting Device Over 100 Tons  
Truck Crane Or Crawler, Land Or Barge Mounted Over 100 Tons

**GROUP 2**

Clamshells Up To And Including 7 Cu Yds  
Derrick Barge Pedestal Mounted 45 Tons Up To And Including 100 Tons  
Fundex F-12 Hydraulic Pile Rig  
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

**GROUP 3**

Derrick Barge Pedestal Mounted Under 45 Tons  
Self Propelled Boom Type Lifting Device 45 Tons And Under  
Shid/Scow Piledriver, Any Tonnage  
Truck Crane Or Crawler, Land Or Barge Mounted 45 Tons And Under

**GROUP 4**

Assistant Operator  
Forklift, 10 Tons And Over  
Heavy Duty Repairman/Welder

**GROUP 6**

Deck Engineer

**GROUP 8**

Deckhand  
Fireman

**NOTE:** For Special Single and Second Shift rates, please see page 47B.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: #PILE DRIVER (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)  
(SPECIAL SINGLE AND SECOND SHIFT)**

**DETERMINATION: NC-23-63-1-2013-2B**

**ISSUE DATE: August 22, 2013**

**EXPIRATION DATE OF DETERMINATION: June 29, 2014\*\*** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>b</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily <sup>c</sup> 1 1/2X	Saturday <sup>a</sup> 1 1/2X	Sunday and Holiday 2X
<b>Group 1</b>	\$44.71	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$71.87	\$94.23	\$94.23	\$116.58
Truck Crane Assistant to Engineer	\$36.86	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.02	\$82.45	\$82.45	\$100.88
Assistant to Engineer	\$34.29	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.45	\$78.60	\$78.60	\$95.74
<b>Group 2</b>	\$42.66	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$69.82	\$91.15	\$91.15	\$112.48
Truck Crane Assistant to Engineer	\$36.59	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.75	\$82.05	\$82.05	\$100.34
Assistant to Engineer	\$33.99	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.15	\$78.15	\$78.15	\$95.14
<b>Group 3</b>	\$40.78	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$67.94	\$88.33	\$88.33	\$108.72
Truck Crane Assistant to Engineer	\$36.26	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.42	\$81.55	\$81.55	\$99.88
Assistant to Engineer	\$33.75	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.91	\$77.79	\$77.79	\$94.66
<b>Group 4</b>	\$38.78	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$65.94	\$85.33	\$85.33	\$104.72
<b>Group 6</b>	\$35.81	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.97	\$80.88	\$80.88	\$98.78
<b>Group 8</b>	\$33.31	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.47	\$77.13	\$77.13	\$93.78

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

<sup>b</sup> Includes an amount for supplemental dues.

<sup>c</sup> Rate applies to the first 2 daily overtime hours only. All other time is paid at the double time rate.

**GROUP 1**

Clamshells Over 7 Cu Yds  
Derrick Barge Pedestal Mounted Over 100 Tons  
Self Propelled Boom Type Lifting Device Over 100 Tons  
Truck Crane Or Crawler, Land Or Barge Mounted Over 100 Tons

**GROUP 2**

Clamshells Up To And Including 7 Cu Yds  
Derrick Barge Pedestal Mounted 45 Tons Up To And Including 100 Tons  
Fundex F-12 Hydraulic Pile Rig  
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

**GROUP 3**

Derrick Barge Pedestal Mounted Under 45 Tons  
Self Propelled Boom Type Lifting Device 45 Tons And Under  
Shid/Scow Piledriver, Any Tonnage  
Truck Crane Or Crawler, Land Or Barge Mounted 45 Tons And Under

**GROUP 4**

Assistant Operator  
Forklift, 10 Tons And Over  
Heavy Duty Repairman/Welder

**GROUP 6**

Deck Engineer

**GROUP 8**

Deckhand  
Fireman

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: #PILE DRIVER (OPERATING ENGINEER-BUILDING CONSTRUCTION)**

**DETERMINATION:** NC-23-63-1-2013-2B1

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification <sup>b</sup> (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>c</sup>	Training	Other Payments	Hours <sup>d</sup>	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>e</sup> 1 1/2X	Sunday and Holiday 2X
Group 1	\$38.76	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$65.92	\$85.30	\$85.30	\$104.68
Truck Crane Assistant to Engineer	\$32.11	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.27	\$75.33	\$75.33	\$91.38
Assistant to Engineer	\$29.94	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.10	\$72.07	\$72.07	\$87.04
Group 2	\$37.05	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.21	\$82.74	\$82.74	\$101.26
Truck Crane Assistant to Engineer	\$31.88	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.04	\$74.98	\$74.98	\$90.92
Assistant to Engineer	\$29.69	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$56.85	\$71.70	\$71.70	\$86.54
Group 3	\$35.44	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.60	\$80.32	\$80.32	\$98.04
Truck Crane Assistant to Engineer	\$31.61	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.77	\$74.58	\$74.58	\$90.38
Assistant to Engineer	\$29.46	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$56.62	\$71.35	\$71.35	\$86.08
Group 4	\$33.74	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.90	\$77.77	\$77.77	\$94.64
Group 6	\$31.24	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.40	\$74.02	\$74.02	\$89.64
Group 8	\$29.10	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$56.28	\$70.81	\$70.81	\$85.36

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

<sup>b</sup> For classifications within each group, see page 47.

<sup>c</sup> Includes an amount for supplemental dues.

<sup>d</sup> When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

**NOTE:** For Special Single and Second Shift rates, please see page 47C.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: #PILE DRIVER (OPERATING ENGINEER-BUILDING CONSTRUCTION)  
(SPECIAL SINGLE AND SECOND SHIFT)**

**DETERMINATION:** NC-23-63-1-2013-2B1

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siakiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification <sup>b</sup> (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>c</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>a</sup> 1 1/2X	Sunday and Holiday 2X
Group 1	\$43.05	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$70.21	\$91.74	\$91.74	\$113.26
Truck Crane Assistant to Engineer	\$35.57	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.73	\$80.52	\$80.52	\$98.30
Assistant to Engineer	\$33.13	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.29	\$76.86	\$76.86	\$93.42
Group 2	\$41.11	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$88.27	\$88.83	\$88.83	\$109.38
Truck Crane Assistant to Engineer	\$35.32	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.48	\$80.14	\$80.14	\$97.80
Assistant to Engineer	\$32.85	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.01	\$76.44	\$76.44	\$92.86
Group 3	\$39.32	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$66.48	\$86.14	\$86.14	\$105.80
Truck Crane Assistant to Engineer	\$35.01	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.17	\$79.68	\$79.68	\$97.18
Assistant to Engineer	\$32.58	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.74	\$76.03	\$76.03	\$92.32
Group 4	\$37.39	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.55	\$83.25	\$83.25	\$101.94
Group 6	\$34.58	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.74	\$79.03	\$79.03	\$96.32
Group 8	\$32.19	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.35	\$75.45	\$75.45	\$91.54

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

<sup>b</sup> For classifications within each group, see page 47.

<sup>c</sup> Includes an amount for supplemental dues.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



## STATE OF CALIFORNIA

Edmund G. Brown Jr., Governor

## DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director – Research Unit  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

MAILING ADDRESS:

P. O. Box 420603  
San Francisco, CA 94142-0603



IMPORTANT NOTICES TO AWARDDING BODIES AND ALL INTERESTED PARTIES  
REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

## INTERIM DETERMINATION FOR THE CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: NC-23-102-I-2014-2

ISSUE DATE: April 1, 2014

EXPIRATION DATE OF DETERMINATION: JUNE 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, OEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

APPLIES ONLY TO PROJECTS ADVERTISED FOR BIDS ON/AFTER APRIL 11, 2014

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate <sup>e</sup>	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours <sup>f</sup>	Total Hourly Rate	Daily	Saturday <sup>b</sup>	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
<b>AREA 1<sup>c</sup></b>											
Construction Specialist	28.59	6.64	9.47	2.63	0.39	0.15	8	47.87	62.165	62.165	76.46
Group 1; Group 1(B) <sup>d</sup>	27.89	6.64	9.47	2.63	0.39	0.15	8	47.17	61.115	61.115	75.06
Group 1 (A)	28.11	6.64	9.47	2.63	0.39	0.15	8	47.39	61.445	61.445	75.50
Group 1 (C)	27.94	6.64	9.47	2.63	0.39	0.15	8	47.22	61.19	61.19	75.16
Group 1 (E)	28.44	6.64	9.47	2.63	0.39	0.15	8	47.72	61.94	61.94	76.16
Group 1 (F-1)	28.47	6.64	9.47	2.63	0.39	0.15	8	47.75	61.985	61.985	76.22
Group 1 (F-2)	27.49	6.64	9.47	2.63	0.39	0.15	8	46.77	60.515	60.515	74.26
Group 1 (G)	28.09	6.64	9.47	2.63	0.39	0.15	8	47.37	61.415	61.415	75.46
Group 2	27.74	6.64	9.47	2.63	0.39	0.15	8	47.02	60.89	60.89	74.76
Group 3; Group 3(A)	27.64	6.64	9.47	2.63	0.39	0.15	8	46.92	60.74	60.74	74.56
Group 4; Group 6(B)	21.33	6.64	9.47	2.63	0.39	0.15	8	40.61	51.275 <sup>d</sup>	51.275 <sup>d</sup>	61.94 <sup>d</sup>
Group 6	28.85	6.64	9.47	2.63	0.39	0.15	8	48.13	62.555	62.555	76.98
Group 6 (A)	28.35	6.64	9.47	2.63	0.39	0.15	8	47.63	61.805	61.805	75.98
Group 6 (C)	27.76	6.64	9.47	2.63	0.39	0.15	8	47.04	60.92	60.92	74.80
Group 7 – Stage 1 (1 <sup>st</sup> 6 months)	19.35	6.64	9.47	2.63	0.39	0.15	8	38.63	48.305	48.305	57.98
Stage 2 (2 <sup>nd</sup> 6 months)	22.11	6.64	9.47	2.63	0.39	0.15	8	41.39	52.445	52.445	63.50
Stage 3 (3 <sup>rd</sup> 6 months)	24.88	6.64	9.47	2.63	0.39	0.15	8	44.16	56.60	56.60	69.04
<b>AREA 2<sup>c</sup></b>											
Construction Specialist	27.59	6.64	9.47	2.63	0.39	0.15	8	46.87	60.665	60.665	74.46
Group 1; Group 1(B) <sup>d</sup>	26.89	6.64	9.47	2.63	0.39	0.15	8	46.17	59.615	59.615	73.06
Group 1 (A)	27.11	6.64	9.47	2.63	0.39	0.15	8	46.39	59.945	59.945	73.50
Group 1 (C)	26.94	6.64	9.47	2.63	0.39	0.15	8	46.22	59.69	59.69	73.16
Group 1 (E)	27.44	6.64	9.47	2.63	0.39	0.15	8	46.72	60.44	60.44	74.16
Group 1 (F-1)	27.47	6.64	9.47	2.63	0.39	0.15	8	46.75	60.485	60.485	74.22
Group 1 (F-2)	26.49	6.64	9.47	2.63	0.39	0.15	8	45.77	59.015	59.015	72.26
Group 2	26.74	6.64	9.47	2.63	0.39	0.15	8	46.02	59.39	59.39	72.76
Group 3; Group 3(A)	26.64	6.64	9.47	2.63	0.39	0.15	8	45.92	59.24	59.24	72.56
Group 4; Group 6(B)	20.33	6.64	9.47	2.63	0.39	0.15	8	39.61	49.775 <sup>d</sup>	49.775 <sup>d</sup>	59.94 <sup>d</sup>
Group 6	27.85	6.64	9.47	2.63	0.39	0.15	8	47.13	61.055	61.055	74.98
Group 6 (A)	27.35	6.64	9.47	2.63	0.39	0.15	8	46.63	60.305	60.305	73.98
Group 6 (C)	26.76	6.64	9.47	2.63	0.39	0.15	8	46.04	59.42	59.42	72.80
Group 7 – Stage 1 (1 <sup>st</sup> 6 months)	18.77	6.64	9.47	2.63	0.39	0.15	8	38.05	47.435	47.435	56.82
Stage 2 (2 <sup>nd</sup> 6 months)	21.39	6.64	9.47	2.63	0.39	0.15	8	40.67	51.365	51.365	62.06
Stage 3 (3 <sup>rd</sup> 6 months)	24.07	6.64	9.47	2.63	0.39	0.15	8	43.35	55.385	55.385	67.42

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWPWPAGE/PWPWPAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWPWPAGE/PWPWPAGESTART.ASP). TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/DAS/DAS.HTML).

a. GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

c. AREA 1 - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

d. SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

e. GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

f. WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 1/2) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT, THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.

g. ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/OPRL/PWD). HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/OPRL/PWD). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.



DETERMINATION; NC-23-102-1-2014-2 and NC-23-102-1-2014-2A

# **CONSTRUCTION SPECIALIST**

ASPHALT IRONERS AND RAKERS  
CHAINS AW  
CONCRETE DIAMOND CHAINSAW  
LASER BEAM IN CONNECTION WITH LABORER'S WORK  
MASONRY AND PLASTER TENDER  
CAST IN PLACE MANHOLE FORM SETTERS  
PRESSURE PIPELAYERS  
DAVIS TRENCHER - 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS)  
STATE LICENSED BLASTERS AS DESIGNATED  
DIAMOND DRILLERS  
DIAMOND CORE DRILLER  
MULTIPLE UNIT DRILLS  
HIGH SCALERS (INCLUDING DRILLING OF SAME)  
HYDRAULIC DRILLS  
CERTIFIED WELDER

## **GROUP 1 (FOR CONTRA COSTA COUNTY ONLY, USE GROUP 1 (G) FOR SOME OF THE FOLLOWING CLASSIFICATIONS)**

ASPHALT SPREADER BOXES (ALL TYPES)  
BARKO, WACKER AND SIMILAR TYPE TAMPERS  
BUGGYMOBILE  
CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYERS  
CERTIFIED ASBESTOS AND MOLD REMOVAL WORKER  
CERTIFIED HAZARDOUS WASTE WORKER (INCLUDING LEAD ABATEMENT)  
COMPACTORS OF ALL TYPES  
CONCRETE AND MAGNESITE MIXER AND ½ YARD  
CONCRETE PAN WORK  
CONCRETE SANDERS, CONCRETE SAW  
CRIBBERS AND/OR SHORING  
CUT GRANITE CURB SETTER  
DRI PAK-IT MACHINE  
FALLER, LOGLOADER AND BUCKER  
FORM RAISERS, SLIP FORMS  
GREEN CUTTERS  
HEADERBOARD MEN, HUBSETTERS, ALIGNERS BY ANY METHOD  
HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS. PRESSURE/OVER)  
HYDRO SEEDER AND SIMILAR TYPE  
JACKHAMMER OPERATORS  
JACKING OF PIPE OVER 12 INCHES  
JACKSON AND SIMILAR TYPE COMPACTORS  
KETTLEMEN, POTMEN, AND MEN APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING DIPPING, OR HANDLING OF SUCH MATERIALS)  
LAGGING, SHEETING, WHALING, BRACING, TRENCH-JACKING, LAGGING HAMMER  
MAGNESITE, EPOXY RESIN, FIBER GLASS AND MASTIC WORKERS (WET/DRY)  
NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS  
PAVEMENT BREAKERS AND SPADERS, INCLUDING TOOL GRINDER  
PERMA CURBS  
PRECAST-MANHOLE SETTERS  
PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING)  
PRESSURE PIPE TESTER  
POST HOLE DIGGERS-AIR, GAS, AND ELECTRIC POWER BROOM SWEEPERS  
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  
SAND BLASTERS, POTMEN, GUNMEN, AND NOZZLEMEN  
SIGNALING AND RIGGING  
SKILLED WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS, DOORS, PLUMBING AND ELECTRIC FIXTURES)  
TANK CLEANERS  
TREE CLIMBERS  
TRENCHLESS TECHNOLOGY LABORER- PIPE INSTALLATION, BURSTING, RELINING, OR SIMILAR  
TRENCHLESS LABORER'S WORK, CAMERA CONTROLLER  
TURBO BLASTER  
VIBRA-SCREED-BULL FLOAT IN CONNECTION WITH LABORER'S WORK  
VIBRATORS

## **GROUP 1 (A)**

ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER & EXPLOSIVES OF WHATEVER TYPE, REGARDLESS OF METHOD USED FOR LOADING AND PLACING  
JOY DRILL MODEL TWM-2A  
GARDNER-DENVER MODEL DH 143 AND SIMILAR TYPE DRILLS  
TRACK DRILLERS  
JACK LEG DRILLERS  
WAGON DRILLERS  
MECHANICAL DRILLERS-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER  
MECHANICAL PIPE LAYER-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER  
BLASTERS AND POWDERMAN  
TREE TOPPER  
BIT GRINDER

## **GROUP 1 (B) - SEE GROUP 1 RATES**

SEWER CLEANERS (ANY WORKMEN WHO HANDLE OR COME IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS) SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHALL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

## **GROUP 1 (C)**

BURNING AND WELDING IN CONNECTION WITH LABORER'S WORK  
SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING

## **GROUP 1 (D)**

SEE FOOTNOTE A ON PAGE 49

## **GROUP 1 (E)**

WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS (DEEP FOOTINGS IS A HOLE 15 FEET OR MORE IN DEPTH) SHAFT IS AN EXCAVATION OVER FIFTEEN (15) FEET DEEP OF ANY TYPE

## **GROUP 1 (F-1)**

ALIGNER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

## **GROUP 1 (F-2)**

ALIGNER HELPER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

## **GROUP 1 (G) APPLIES ONLY TO WORK IN CONTRA COSTA COUNTY**

PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING), CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, 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 IN CONTRA COSTA COUNTY ONLY

## **GROUP 1 (H)**

SEE FOOTNOTE A ON PAGE 49

## **GROUP 2**

ASPHALT SHOVELERS  
CEMENT DUMPERS AND HANDLING DRY CEMENT OR GYPSUM  
CHOKE-SETTER AND RIGGER (CLEARING WORK)  
CONCRETE BUCKET DUMPER AND CHUTEMAN  
CONCRETE CHIPPING AND GRINDING  
CONCRETE LABORERS (WET OR DRY)  
DRILLERS HELPER, CHUCK TENDER, NIPPER (ONE CHUCKTENDER ON SINGLE MACHINE OPERATION WITH MINIMUM OF ONE CHUCKTENDER FOR EACH TWO MACHINES ON MULTIPLE MACHINE OPERATION. JACKHAMMERS IN NO WAY INVOLVED IN THIS ITEM.)  
GUINEA CHASER (STAKEMAN), GROUT CREW  
HIGH PRESSURE NOZZLEMAN, ADDUCTORS  
HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE)  
LOADING AND UNLOADING, CARRYING AND HANDLING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION  
PITTSBURGH CHIPPER, AND SIMILAR TYPE BRUSH SHREDDERS  
SEMI-SKILLED WRECKER (SALVAGING OF OTHER BUILDING MATERIALS) - SEE ALSO SKILLED WRECKER (GROUP 1)  
SLOPER  
SINGLEFOOT, 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 LABORERS, GENERAL LABORERS AND CLEANUP LABORERS  
DEMOLITION WORKER  
DUMPMAN, LOAD SPOTTER  
FLAGPERSON/PEDESTRIAN MONITOR  
FIRE WATCHER  
FENCE ERECTORS, INCLUDING TEMPORARY FENCING  
GUARDRAIL ERECTORS  
GARDENER, HORTICULTURAL AND LANDSCAPE LABORERS (SEE GROUP 4, FOR LANDSCAPE MAINTENANCE ON NEW CONSTRUCTION DURING PLANT ESTABLISHMENT PERIOD)  
JETTING  
LIMBERS, BRUSH LOADERS, AND FILERS  
PAVEMENT MARKERS (BUTTON SETTERS)  
PAVERS/INTERLOCKING PAVERS (ALL TYPES) AND INTERLOCKING PAVER MACHINES  
MAINTENANCE, REPAIR TRACKMEN AND ROAD BEDS  
STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS  
TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR  
TOOL ROOM ATTENDANT (JOBSITE ONLY)  
WHEELBARROW, INCLUDING POWER DRIVEN

## **GROUP 3 (A) - SEE GROUP 3 RATES**

COMPOSITE CREW PERSON (OPERATION OF VEHICLES, WHEN IN CONJUNCTION WITH LABORER'S DUTIES)

## **GROUP 4**

ALL FINAL CLEANUP OF DEBRIS, GROUNDS AND BUILDINGS NEAR THE COMPLETION OF THE PROJECT INCLUDING BUT NOT LIMITED TO STREET CLEANERS (NOT APPLICABLE TO ENGINEERING OR HEAVY HIGHWAY PROJECTS)  
CLEANING AND WASHING WINDOWS (NEW CONSTRUCTION ONLY), SERVICE LANDSCAPE LABORERS (SUCH AS GARDENER, HORTICULTURE, MOWING, TRIMMING, REPLANTING, WATERING DURING PLANT ESTABLISHMENT PERIOD) ON NEW CONSTRUCTION  
BRICK CLEANERS (JOB SITE ONLY)  
MATERIAL CLEANERS (JOB SITE ONLY)

**NOTE:** AN ADDITIONAL DETERMINATION FOR LANDSCAPE MAINTENANCE WORK AFTER THE PLANT ESTABLISHMENT PERIOD OR WARRANTY PERIOD IS PUBLISHED ON PAGE 57 OF THESE GENERAL DETERMINATIONS.

## **GROUP 6**

STRUCTURAL NOZZLEMAN

## **GROUP 6 (A)**

NOZZLEMAN (INCLUDING GUNMAN, POTMAN)  
RODMAN  
GROUNDMAN

## **GROUP 6 (B) - SEE GROUP 4 RATES**

GUNITER TRAINEE (ONE GUNITER LABORER SHALL BE ALLOWED FOR EACH THREE (3) JOURNEYMAN (GROUP 6, 6A, 6C, OR GENERAL LABORER) ON A CREW. IN THE ABSENCE OF THE JOURNEYMAN, THE GUNITER TRAINEE RECEIVES THE JOURNEYMAN SCALE.).  
**NOTE:** THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

## **GROUP 6 (C)**

REBOUNDMAN

## **GROUP 7**

LANDSCAPE LABORER TRAINEE (RATIO FOR TRAINEES IS ONE IN THREE. AT LEAST ONE SECOND PERIOD TRAINEE AND AT LEAST ONE THIRD PERIOD TRAINEE MUST BE EMPLOYED BEFORE EMPLOYING ANOTHER FIRST PERIOD TRAINEE).  
**NOTE:** THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

**IMPORTANT NOTICES TO AWARDING BODIES AND ALL INTERESTED PARTIES  
REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

**INTERIM DETERMINATION FOR THE CRAFT: #LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)**

**DETERMINATION:** NC-23-102-1-2014-2A

**ISSUE DATE:** April 1, 2014

**EXPIRATION DATE OF DETERMINATION:** JUNE 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director-Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

**APPLIES ONLY TO PROJECTS ADVERTISED FOR BIDS ON/AFTER APRIL 11, 2014**

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate <sup>f</sup>	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X
<b>AREA 1<sup>c</sup></b>											
Construction Specialist	31.59	6.64	9.47	2.63	0.39	0.15	8	50.87	66.665	66.665	82.46
Group 1; Group 1(B) <sup>e</sup>	30.89	6.64	9.47	2.63	0.39	0.15	8	50.17	65.615	65.615	81.06
Group 1 (A)	31.11	6.64	9.47	2.63	0.39	0.15	8	50.39	65.945	65.945	81.50
Group 1 (C)	30.94	6.64	9.47	2.63	0.39	0.15	8	50.22	65.69	65.69	81.16
Group 1 (E)	31.44	6.64	9.47	2.63	0.39	0.15	8	50.72	66.44	66.44	82.16
Group 1 (F-1)	31.47	6.64	9.47	2.63	0.39	0.15	8	50.75	66.485	66.485	82.22
Group 1 (F-2)	30.49	6.64	9.47	2.63	0.39	0.15	8	49.77	65.015	65.015	80.26
Group 1 (G)	31.09	6.64	9.47	2.63	0.39	0.15	8	50.37	65.915	65.915	81.46
Group 2	30.74	6.64	9.47	2.63	0.39	0.15	8	50.02	65.39	65.39	80.76
Group 3; Group 3(A)	30.64	6.64	9.47	2.63	0.39	0.15	8	49.92	65.24	65.24	80.56
Group 4; Group 6(B)	24.33	6.64	9.47	2.63	0.39	0.15	8	43.61	55.775 <sup>d</sup>	55.775 <sup>d</sup>	67.94 <sup>d</sup>
Group 6	31.85	6.64	9.47	2.63	0.39	0.15	8	51.13	67.055	67.055	82.98
Group 6 (A)	31.35	6.64	9.47	2.63	0.39	0.15	8	50.63	66.305	66.305	81.98
Group 6 (C)	30.76	6.64	9.47	2.63	0.39	0.15	8	50.04	65.42	65.42	80.80
Group 7 - Stage 1 (1 <sup>st</sup> 6 months)	22.35	6.64	9.47	2.63	0.39	0.15	8	41.63	52.805	52.805	63.98
Stage 2 (2 <sup>nd</sup> 6 months)	25.11	6.64	9.47	2.63	0.39	0.15	8	44.39	56.945	56.945	69.50
Stage 3 (3 <sup>rd</sup> 6 months)	27.88	6.64	9.47	2.63	0.39	0.15	8	47.16	61.10	61.10	75.04
<b>AREA 2<sup>c</sup></b>											
Construction Specialist	30.44	6.64	9.47	2.63	0.39	0.15	8	49.72	64.94	64.94	80.16
Group 1; Group 1(B) <sup>e</sup>	29.74	6.64	9.47	2.63	0.39	0.15	8	49.02	63.89	63.89	78.76
Group 1 (A)	29.96	6.64	9.47	2.63	0.39	0.15	8	49.24	64.22	64.22	79.20
Group 1 (C)	29.79	6.64	9.47	2.63	0.39	0.15	8	49.07	63.965	63.965	78.86
Group 1 (E)	30.29	6.64	9.47	2.63	0.39	0.15	8	49.57	64.715	64.715	79.86
Group 1 (F-1)	30.32	6.64	9.47	2.63	0.39	0.15	8	49.60	64.76	64.76	79.92
Group 1 (F-2)	29.34	6.64	9.47	2.63	0.39	0.15	8	48.62	63.29	63.29	77.96
Group 2	29.59	6.64	9.47	2.63	0.39	0.15	8	48.87	63.665	63.665	78.46
Group 3; Group 3(A)	29.49	6.64	9.47	2.63	0.39	0.15	8	48.77	63.515	63.515	78.26
Group 4; Group 6(B)	23.18	6.64	9.47	2.63	0.39	0.15	8	42.46	54.05 <sup>d</sup>	54.05 <sup>d</sup>	65.64 <sup>d</sup>
Group 6	30.70	6.64	9.47	2.63	0.39	0.15	8	49.98	65.33	65.33	80.68
Group 6 (A)	30.20	6.64	9.47	2.63	0.39	0.15	8	49.48	64.58	64.58	79.68
Group 6 (C)	29.61	6.64	9.47	2.63	0.39	0.15	8	48.89	63.695	63.695	78.50
Group 7 - Stage 1 (1 <sup>st</sup> 6 months)	21.62	6.64	9.47	2.63	0.39	0.15	8	40.90	51.71	51.71	62.52
Stage 2 (2 <sup>nd</sup> 6 months)	24.24	6.64	9.47	2.63	0.39	0.15	8	43.52	55.64	55.64	67.76
Stage 3 (3 <sup>rd</sup> 6 months)	26.92	6.64	9.47	2.63	0.39	0.15	8	46.20	59.66	59.66	73.12

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT

[HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP). TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/DAS/DAS.HTML).

a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(F) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

c AREA 1 - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

f ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISIONS FOR MAP DESCRIPTION AND EXCEPTIONS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/OPRL/PWD). HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/OPRL/PWD). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: NC-23-102-1-2014-I

ISSUE DATE: February 22, 2014

EXPIRATION DATE OF DETERMINATION: JUNE 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate <sup>b</sup>	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours <sup>c</sup>	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X
<b>AREA 1<sup>e</sup></b>											
Construction Specialist	28.59	6.64	9.47	2.63	0.39	0.15	8	47.87	62.165	62.165	76.46
Group 1; Group 1(B) <sup>e</sup>	27.89	6.64	9.47	2.63	0.39	0.15	8	47.17	61.115	61.115	75.06
Group 1 (A)	28.11	6.64	9.47	2.63	0.39	0.15	8	47.39	61.445	61.445	75.50
Group 1 (C)	27.94	6.64	9.47	2.63	0.39	0.15	8	47.22	61.19	61.19	75.16
Group 1 (E)	28.44	6.64	9.47	2.63	0.39	0.15	8	47.72	61.94	61.94	76.16
Group 1 (F-1)	28.47	6.64	9.47	2.63	0.39	0.15	8	47.75	61.985	61.985	76.22
Group 1 (F-2)	27.49	6.64	9.47	2.63	0.39	0.15	8	46.77	60.515	60.515	74.26
Group 1 (G)	28.09	6.64	9.47	2.63	0.39	0.15	8	47.37	61.415	61.415	75.46
Group 2	27.74	6.64	9.47	2.63	0.39	0.15	8	47.02	60.89	60.89	74.76
Group 3; Group 3(A)	27.64	6.64	9.47	2.63	0.39	0.15	8	46.92	60.74	60.74	74.56
Group 4; Group 6(B)	21.33	6.64	9.47	2.63	0.39	0.15	8	40.61	51.275 <sup>d</sup>	51.275 <sup>d</sup>	61.94 <sup>d</sup>
Group 6	28.85	6.64	9.47	2.63	0.39	0.15	8	48.13	62.555	62.555	76.98
Group 6 (A)	28.35	6.64	9.47	2.63	0.39	0.15	8	47.63	61.805	61.805	75.98
Group 6 (C)	27.76	6.64	9.47	2.63	0.39	0.15	8	47.04	60.92	60.92	74.80
Group 7 - Stage 1 (1 <sup>st</sup> 6 months)	19.35	6.64	9.47	2.63	0.39	0.15	8	38.63	48.305	48.305	57.98
Stage 2 (2 <sup>nd</sup> 6 months)	22.11	6.64	9.47	2.63	0.39	0.15	8	41.39	52.445	52.445	63.50
Stage 3 (3 <sup>rd</sup> 6 months)	24.88	6.64	9.47	2.63	0.39	0.15	8	44.16	56.60	56.60	69.04
<b>AREA 2<sup>e</sup></b>											
Construction Specialist	27.59	6.64	9.47	2.63	0.39	0.15	8	46.87	60.665	60.665	74.46
Group 1; Group 1(B) <sup>e</sup>	26.89	6.64	9.47	2.63	0.39	0.15	8	46.17	59.615	59.615	73.06
Group 1 (A)	27.11	6.64	9.47	2.63	0.39	0.15	8	46.39	59.945	59.945	73.50
Group 1 (C)	26.94	6.64	9.47	2.63	0.39	0.15	8	46.22	59.69	59.69	73.16
Group 1 (E)	27.44	6.64	9.47	2.63	0.39	0.15	8	46.72	60.44	60.44	74.16
Group 1 (F-1)	27.47	6.64	9.47	2.63	0.39	0.15	8	46.75	60.485	60.485	74.22
Group 1 (F-2)	26.49	6.64	9.47	2.63	0.39	0.15	8	45.77	59.015	59.015	72.26
Group 2	26.74	6.64	9.47	2.63	0.39	0.15	8	46.02	59.39	59.39	72.76
Group 3; Group 3(A)	26.64	6.64	9.47	2.63	0.39	0.15	8	45.92	59.24	59.24	72.56
Group 4; Group 6(B)	20.33	6.64	9.47	2.63	0.39	0.15	8	39.61	49.775 <sup>d</sup>	49.775 <sup>d</sup>	59.94 <sup>d</sup>
Group 6	27.85	6.64	9.47	2.63	0.39	0.15	8	47.13	61.055	61.055	74.98
Group 6 (A)	27.35	6.64	9.47	2.63	0.39	0.15	8	46.63	60.305	60.305	73.98
Group 6 (C)	26.76	6.64	9.47	2.63	0.39	0.15	8	46.04	59.42	59.42	72.80
Group 7 - Stage 1 (1 <sup>st</sup> 6 months)	18.77	6.64	9.47	2.63	0.39	0.15	8	38.05	47.435	47.435	56.82
Stage 2 (2 <sup>nd</sup> 6 months)	21.39	6.64	9.47	2.63	0.39	0.15	8	40.67	51.365	51.365	62.06
Stage 3 (3 <sup>rd</sup> 6 months)	24.07	6.64	9.47	2.63	0.39	0.15	8	43.35	55.385	55.385	67.42

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

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a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

c AREA 1 - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

f WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 1/2) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.

g ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/OPRL/PWD). HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/OPRL/PWD). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

**CONSTRUCTION SPECIALIST**

ASPHALT IRONERS AND RAKERS  
CHAINSAW  
CONCRETE DIAMOND CHAINSAW  
LASER BEAM IN CONNECTION WITH LABORER'S WORK  
MASONRY AND PLASTER TENDER  
CAST IN PLACE MANHOLE FORM SETTERS  
PRESSURE PIPELAYERS  
DAVIS TRENCHER – 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS)  
STATE LICENSED PLASTERERS AS DESIGNATED  
DIAMOND DRILLERS  
DIAMOND CORE DRILLER  
MULTIPLE UNIT DRILLS  
HIGH SCALERS (INCLUDING DRILLING OF SAME)  
CERTIFIED WELDER

**GROUP 1 (FOR CONTRA COSTA COUNTY ONLY, USE GROUP 1 (G) FOR SOME OF THE FOLLOWING CLASSIFICATIONS)**

ASPHALT SPREADER BOXES (ALL TYPES)  
BARKO, WACKER AND SIMILAR TYPE TAMPERS  
BUGGYMOBILE  
CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYERS  
CERTIFIED ASBESTOS AND MOLD REMOVAL WORKER  
CERTIFIED HAZARDOUS WASTE WORKER (INCLUDING LEAD ABATEMENT)  
COMPACTORS OF ALL TYPES  
CONCRETE AND MAGNESITE MIXER AND ½ YARD  
CONCRETE PAN WORK  
CONCRETE SANDERS, CONCRETE SAW  
CRIBBERS AND/OR SHORING  
CUT GRANITE CURB SETTER  
DRI PAK-IT MACHINE  
FALLER, LOGLOADER AND BUCKER  
FORM RAISERS, SLIP FORMS  
GREEN CUTTERS  
HEADERBOARD MEN, HUBSETTERS, ALIGNERS BY ANY METHOD  
HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS. PRESSURE/OVER)  
HYDRO SEEDER AND SIMILAR TYPE  
JACKHAMMER OPERATORS  
JACKING OF PIPE OVER 12 INCHES  
JACKSON AND SIMILAR TYPE COMPACTORS  
KETTLEMEN, POTMEN, AND MEN APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING DIPPING, OR HANDLING OF SUCH MATERIALS)  
LAGGING, SHEETING, WHALING, BRACING, TRENCH-JACKING, LAGGING HAMMER  
MAGNESITE, EPOXY RESIN, FIBER GLASS AND MASTIC WORKERS (WET/DRY)  
NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS  
PAVEMENT BREAKERS AND SPADERS, INCLUDING TOOL GRINDER  
PERMA CURBS  
PRECAST-MANHOLE SETTERS  
PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING)  
PRESSURE PIPE TESTER  
POST HOLE DIGGERS-AIR, GAS, AND ELECTRIC POWER BROOM SWEEPERS  
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  
ROTOILLER  
SAND BLASTERS, POTMEN, GUNMEN, AND NOZZLEMEN  
SIGNALING AND RIGGING  
SKILLED WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS, DOORS, PLUMBING AND ELECTRIC FIXTURES)  
TANK CLEANERS  
TREE CLIMBERS  
TRENCHLESS TECHNOLOGY LABORER- PIPE INSTALLATION, BURSTING, RELINING, OR SIMILAR  
TRENCHLESS LABORER'S WORK, CAMERA CONTROLLER  
TURBO BLASTER  
VIBRA-SCREED-BULL FLOAT IN CONNECTION WITH LABORER'S WORK  
VIBRATORS

**GROUP 1 (A)**

ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER & EXPLOSIVES OF WHATEVER TYPE, REGARDLESS OF METHOD USED FOR LOADING AND PLACING  
JOY DRILL MODEL TWM-2A  
GARDENER-DENVER MODEL DH 143 AND SIMILAR TYPE DRILLS  
TRACK DRILLERS  
JACK LEG DRILLERS  
WAGON DRILLERS  
MECHANICAL DRILLERS-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER  
MECHANICAL PIPE LAYER-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER  
BLASTERS AND POWDERMAN  
TREE TOPPER  
BIT GRINDER

**GROUP 1 (B) -- SEE GROUP 1 RATES**

SEWER CLEANERS (ANY WORKMEN WHO HANDLE OR COME IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS) SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHALL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

**GROUP 1 (C)**

BURNING AND WELDING IN CONNECTION WITH LABORER'S WORK  
SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING

**GROUP 1 (D)**

SEE FOOTNOTE A ON PAGE 49

**GROUP 1 (E)**

WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS (DEEP FOOTINGS IS A HOLE 15 FEET OR MORE IN DEPTH)  
SHAFT IS AN EXCAVATION OVER FIFTEEN (15) FEET DEEP OF ANY TYPE

## ATTACHMENT B

**GROUP 1 (F-1)**

ALIGNER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

**GROUP 1 (F-2)**

ALIGNER HELPER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

**GROUP 1 (G) APPLIES ONLY TO WORK IN CONTRA COSTA COUNTY**

PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING), CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, 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 IN CONTRA COSTA COUNTY ONLY

**GROUP 1 (H)**

SEE FOOTNOTE A ON PAGE 49

**GROUP 2**

ASPHALT SHOVELERS  
CEMENT DUMPERS AND HANDLING DRY CEMENT OR GYPSUM  
CHOKE-SETTER AND RIGGER (CLEARING WORK)  
CONCRETE BUCKET DUMPER AND CHUTEMAN  
CONCRETE CHIPPING AND GRINDING  
CONCRETE LABORERS (WET OR DRY)  
DRILLERS HELPER, CHUCK TENDER, NIPPER (ONE CHUCKTENDER ON SINGLE MACHINE OPERATION WITH MINIMUM OF ONE CHUCKTENDER FOR EACH TWO MACHINES ON MULTIPLE MACHINE OPERATION. JACKHAMMERS IN NO WAY INVOLVED IN THIS ITEM.)  
GUINEA CHASER (STAKEMAN), GROUT CREW  
HIGH PRESSURE NOZZLEMAN, ADDUCTORS  
HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE)  
LOADING AND UNLOADING, CARRYING AND HANDLING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION  
PITTSBURGH CHIPPER, AND SIMILAR TYPE BRUSH SHREDDERS  
SEMI-SKILLED WRECKER (SALVAGING OF OTHER BUILDING MATERIALS) – SEE ALSO SKILLED WRECKER (GROUP 1)  
SLOPER  
SINGLEFOOT, 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 LABORERS, GENERAL LABORERS AND CLEANUP LABDRERS  
DEMOLITION WORKER  
DUMPMAN, LOAD SPOTTER  
FLAGPERSON/PEDESTRIAN MONITOR  
FIRE WATCHER  
FENCE ERECTORS, INCLUDING TEMPORARY FENCING  
GUARDRAIL ERECTORS  
GARDENER, HORTICULTURAL AND LANDSCAPE LABORERS (SEE GROUP 4, FOR LANDSCAPE MAINTENANCE ON NEW CONSTRUCTION DURING PLANT ESTABLISHMENT PERIOD)  
JETTING  
LIMBERS, BRUSH LOADERS, AND PILERS  
PAVEMENT MARKERS (BUTTON SETTERS)  
PAVERS/INTERLOCKING PAVERS (ALL TYPES) AND INTERLOCKING PAVEMENT MACHINES  
MAINTENANCE, REPAIR TRACKMEN AND ROAD BEDS  
STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS  
TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR  
TOOL ROOM ATTENDANT (JOBSITE ONLY)  
WHEELBARROW, INCLUDING POWER DRIVEN

**GROUP 3 (A) -- SEE GROUP 3 RATES**

COMPOSITE CREW PERSON (OPERATION OF VEHICLES, WHEN IN CONJUNCTION WITH LABORER'S DUTIES)

**GROUP 4**

ALL FINAL CLEANUP OF DEBRIS, GROUNDS AND BUILDINGS NEAR THE COMPLETION OF THE PROJECT INCLUDING BUT NOT LIMITED TO STREET CLEANERS (NOT APPLICABLE TO ENGINEERING OR HEAVY HIGHWAY PROJECTS)  
CLEANING AND WASHING WINDOWS (NEW CONSTRUCTION ONLY), SERVICE LANDSCAPE LABORERS (SUCH AS GARDENER, HORTICULTURE, MOWING, TRIMMING, REPLANTING, WATERING DURING PLANT ESTABLISHMENT PERIOD) ON NEW CONSTRUCTION  
BRICK CLEANERS (JOB SITE ONLY)  
MATERIAL CLEANERS (JOB SITE ONLY)

**NOTE: AN ADDITIONAL DETERMINATION FOR LANDSCAPE MAINTENANCE WORK AFTER THE PLANT ESTABLISHMENT PERIOD OR WARRANTY PERIOD IS PUBLISHED ON PAGE 57 OF THESE GENERAL DETERMINATIONS.**

**GROUP 6**

STRUCTURAL NOZZLEMAN

**GROUP 6 (A)**

NOZZLEMAN (INCLUDING GUNMAN, POTMAN)  
RODMAN  
GROUNDMAN

**GROUP 6 (B) -- SEE GROUP 4 RATES**

GUNITED TRAINEE (ONE GUNITED LABORER SHALL BE ALLOWED FOR EACH THREE (3) JOURNEYMAN (GROUP 6, 6A, 6C, OR GENERAL LABORER) ON A CREW. IN THE ABSENCE OF THE JOURNEYMAN, THE GUNITED TRAINEE RECEIVES THE JOURNEYMAN SCALE.).  
NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

**GROUP 6 (C)**

REBOUNDMAN

**GROUP 7**

LANDSCAPE LABORER TRAINEE (RATIO FOR TRAINEES IS ONE IN THREE. AT LEAST ONE SECOND PERIOD TRAINEE AND AT LEAST ONE THIRD PERIOD TRAINEE MUST BE EMPLOYED BEFORE EMPLOYING ANOTHER FIRST PERIOD TRAINEE).  
NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.



**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: #LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)**

**DETERMINATION:** NC-23-102-1-2014-1A

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** JUNE 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director-Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate <sup>f</sup>	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X
<b>AREA 1*</b>											
Construction Specialist	31.59	6.64	9.47	2.63	0.39	0.15	8	50.87	66.665	66.665	82.46
Group 1; Group 1(B) <sup>o</sup>	30.89	6.64	9.47	2.63	0.39	0.15	8	50.17	65.615	65.615	81.06
Group 1 (A)	31.11	6.64	9.47	2.63	0.39	0.15	8	50.39	65.945	65.945	81.50
Group 1 (C)	30.94	6.64	9.47	2.63	0.39	0.15	8	50.22	65.69	65.69	81.16
Group 1 (E)	31.44	6.64	9.47	2.63	0.39	0.15	8	50.72	66.44	66.44	82.16
Group 1 (F-1)	31.47	6.64	9.47	2.63	0.39	0.15	8	50.75	66.485	66.485	82.22
Group 1 (F-2)	30.49	6.64	9.47	2.63	0.39	0.15	8	49.77	65.015	65.015	80.26
Group 1 (G)	31.09	6.64	9.47	2.63	0.39	0.15	8	50.37	65.915	65.915	81.46
Group 2	30.74	6.64	9.47	2.63	0.39	0.15	8	50.02	65.39	65.39	80.76
Group 3; Group 3(A)	30.64	6.64	9.47	2.63	0.39	0.15	8	49.92	65.24	65.24	80.56
Group 4; Group 6(B)	24.33	6.64	9.47	2.63	0.39	0.15	8	43.61	55.775 <sup>d</sup>	55.775 <sup>d</sup>	67.94 <sup>d</sup>
Group 6	31.85	6.64	9.47	2.63	0.39	0.15	8	51.13	67.055	67.055	82.98
Group 6 (A)	31.35	6.64	9.47	2.63	0.39	0.15	8	50.63	66.305	66.305	81.98
Group 6 (C)	30.76	6.64	9.47	2.63	0.39	0.15	8	50.04	65.42	65.42	80.80
Group 7 - Stage 1 (1 <sup>st</sup> 6 months)	22.35	6.64	9.47	2.63	0.39	0.15	8	41.63	52.805	52.805	63.98
Stage 2 (2 <sup>nd</sup> 6 months)	25.11	6.64	9.47	2.63	0.39	0.15	8	44.39	56.945	56.945	69.50
Stage 3 (3 <sup>rd</sup> 6 months)	27.88	6.64	9.47	2.63	0.39	0.15	8	47.16	61.10	61.10	75.04
<b>AREA 2*</b>											
Construction Specialist	30.44	6.64	9.47	2.63	0.39	0.15	8	49.72	64.94	64.94	80.16
Group 1; Group 1(B) <sup>o</sup>	29.74	6.64	9.47	2.63	0.39	0.15	8	49.02	63.89	63.89	78.76
Group 1 (A)	29.96	6.64	9.47	2.63	0.39	0.15	8	49.24	64.22	64.22	79.20
Group 1 (C)	29.79	6.64	9.47	2.63	0.39	0.15	8	49.07	63.965	63.965	78.86
Group 1 (E)	30.29	6.64	9.47	2.63	0.39	0.15	8	49.57	64.715	64.715	79.86
Group 1 (F-1)	30.32	6.64	9.47	2.63	0.39	0.15	8	49.60	64.76	64.76	79.92
Group 1 (F-2)	29.34	6.64	9.47	2.63	0.39	0.15	8	48.62	63.29	63.29	77.96
Group 2	29.59	6.64	9.47	2.63	0.39	0.15	8	48.87	63.665	63.665	78.46
Group 3; Group 3(A)	29.49	6.64	9.47	2.63	0.39	0.15	8	48.77	63.515	63.515	78.26
Group 4; Group 6(B)	23.18	6.64	9.47	2.63	0.39	0.15	8	42.46	54.05 <sup>d</sup>	54.05 <sup>d</sup>	65.64 <sup>d</sup>
Group 6	30.70	6.64	9.47	2.63	0.39	0.15	8	49.98	65.33	65.33	80.68
Group 6 (A)	30.20	6.64	9.47	2.63	0.39	0.15	8	49.48	64.58	64.58	79.68
Group 6 (C)	29.61	6.64	9.47	2.63	0.39	0.15	8	48.89	63.695	63.695	78.50
Group 7 - Stage 1 (1 <sup>st</sup> 6 months)	21.62	6.64	9.47	2.63	0.39	0.15	8	40.90	51.71	51.71	62.52
Stage 2 (2 <sup>nd</sup> 6 months)	24.24	6.64	9.47	2.63	0.39	0.15	8	43.52	55.64	55.64	67.76
Stage 3 (3 <sup>rd</sup> 6 months)	26.92	6.64	9.47	2.63	0.39	0.15	8	46.20	59.66	59.66	73.12

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT

[HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP). TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/DAS/DAS.HTML).

a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

c AREA 1 - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

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d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

f ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISIONS FOR MAP DESCRIPTION AND EXCEPTIONS.

**RECOGNIZED HOLIDAYS:** HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/OPRL/PWD). HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

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**ATTACHMENT B**

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #TUNNEL WORKER (LABORER)**

**DETERMINATION:** NC-23-102-11-2013-1

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments				Other Payments <sup>b</sup>	Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday <sup>a</sup>	Training		Hours <sup>c</sup>	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>d</sup> 1 1/2X	Sunday and Holiday
Diamond driller, groundman, gunite or shotcrete nozzleman	\$34.10	6.64	9.47	2.63	0.85	0.15	8	53.84	70.89	70.89	87.94
Rodman, shaft work and raise (below actual or excavated ground level)	\$33.87	6.64	9.47	2.63	0.85	0.15	8	53.61	70.545	70.545	87.48
Bit grinder, blaster, driller, powderman-heading, cherry pickerman-where car is lifted, concrete finisher in tunnel, concrete/screed man, grout pumpman and potman, gunite and shotcrete gunman and potman, headerman, high pressure nozzleman, miner-tunnel, including top and bottom man on shaft and raise work, nipper, nozzleman on slick line, sandblaster-potman (work assignment interchangeable)	\$33.62	6.64	9.47	2.63	0.85	0.15	8	53.36	70.17	70.17	86.98
Steel form raiser and setter, timberman, retimberman (wood or steel or substitute materials), tugger, cabletender, chucktender, powderman-primer house	\$33.62	6.64	9.47	2.63	0.85	0.15	8	53.36	70.17	70.17	86.98
Vibratorman, pavement breaker, bull gang-mucker, trackman, concrete crew-including rodding and spreading	\$33.17	6.64	9.47	2.63	0.85	0.15	8	52.91	69.495	69.495	86.08
Dumpman (any method), grout crew, reboundman, swamper/brakeman, watchman	\$32.63	6.64	9.47	2.63	0.85	0.15	8	52.37	68.685	68.685	85.00

When designated by an employer, state licensed blaster receives \$1.00 per hour above miner's rate.

**Note:** Rates for tunnel workers working in compressed air as well as their support classifications are available by request. Please contact the Office of the Director - Research Unit at (415) 703-4774.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Includes an amount for supplemental dues.

<sup>b</sup> Amount is for Contract Administration Fund \$0.08 and Industry Stabilization Fund \$0.07.

<sup>c</sup> Saturdays in the same work week may be worked at straight-time if job is shut down during the normal workweek due to inclement weather. Excludes Alameda, Contra Costa, and San Francisco Counties.

<sup>d</sup> All work performed on Saturdays, Sundays and Holidays shall be paid for at double (2x) the regular time hourly rate, except maintenance work, in the counties of Alameda, Contra Costa, and San Francisco.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

**ATTACHMENT B**

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #TUNNEL WORKER (LABORER) (Special Single and Second Shift)**

**DETERMINATION:** NC-23-102-11-2013-1A

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday <sup>a</sup>	Training	Other Payments <sup>b</sup>	Hours <sup>c</sup>	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>d</sup> 1 1/2X	Sunday and Holiday
Diamond driller, groundman, gunite or shotcrete nozzleman	\$37.10	6.64	9.47	2.63	0.85	0.15	8	56.84	75.39	75.39	93.94
Rodman, shaft work and raise (below actual or excavated ground level)	\$36.87	6.64	9.47	2.63	0.85	0.15	8	56.61	75.045	75.045	93.48
Bit grinder, blaster, driller, powderman-heading, cherry pickerman-where car is lifted, concrete finisher in tunnel, concrete/screed man, grout pumpman and potman, gunite and shotcrete gunman and potman, headerman, high pressure nozzleman, miner-tunnel, including top and bottom man on shaft and raise work, nipper, nozzleman on slick line, sandblaster-potman (work assignment interchangeable)	\$36.62	6.64	9.47	2.63	0.85	0.15	8	56.36	74.67	74.67	92.98
Steel form raiser and setter, timberman, retimberman (wood or steel or substitute materials), tugger, cabletender, chucktender, powderman-primer house	\$36.62	6.64	9.47	2.63	0.85	0.15	8	56.36	74.67	74.67	92.98
Vibratorman, pavement breaker, bull gang-mucker, trackman, concrete crew-including rodding and spreading	\$36.17	6.64	9.47	2.63	0.85	0.15	8	55.91	73.995	73.995	92.08
Dumpinman (any method), grout crew, reboundman, swamper/brakeman, watchman	\$35.63	6.64	9.47	2.63	0.85	0.15	8	55.37	73.185	73.185	91.00

When designated by an employer, state licensed blaster receives \$.50 per hour above miner's rate.

**Note:** Rates for tunnel workers working in compressed air as well as their support classifications are available by request. Please contact the Office of the Director - Research Unit at (415) 703-4774.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Includes an amount for supplemental dues.

<sup>b</sup> Amount is for Contract Administration Fund \$0.08 and Industry Stabilization Fund \$0.07.

<sup>c</sup> Saturdays in the same work week may be worked at straight-time if job is shut down during the normal workweek due to inclement weather. Excludes Alameda, Contra Costa, and San Francisco Counties.

<sup>d</sup> All work performed on Saturdays, Sundays and Holidays shall be paid for at double (2x) the regular time hourly rate, except maintenance work, in the counties of Alameda, Contra Costa, and San Francisco.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: # PARKING AND HIGHWAY IMPROVEMENT PAINTER (PAINTER) <sup>a</sup>**

**DETERMINATION:** NC-200-X-17-2014-1

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

**LOCALITY:** All localities within San Joaquin, Tuolumne, and Yolo counties.

CLASSIFICATION	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	Daily	Holiday	
	Hourly Rate	and Welfare		Holiday <sup>c</sup>				Hourly Rate	1 1/2X	2X	2X
Striper; Layout and application of painted traffic stripes; hot thermo plastic; tape traffic stripes	<sup>b</sup> 33.26	7.50	4.05	-	0.10	-	8	44.91	<sup>d</sup> 61.54	78.17	78.17
Parking Lots, Gamecourts, Playgrounds	<sup>b</sup> 28.27	7.50	4.05	-	0.10	-	8	39.92	<sup>d</sup> 54.055	68.19	68.19
Protective Coating, Resurfacing, Pavement Sealing, Including Repair When Done in Conjunction With Pavement Sealing	<sup>b</sup> 28.60	7.50	4.05	-	0.10	-	8	40.25	<sup>d</sup> 54.55	68.85	68.85

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> The minimum rate of pay for traffic control work associated with parking and highway improvement projects is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter) in San Joaquin, Tuolumne, and Yolo Counties.

<sup>b</sup> Includes an amount withheld for Dues Check-Off.

<sup>c</sup> Included in Basic Hourly Rate (\$1.91). Rate applies to the first 9 years of employment only; \$2.30 per hour worked for 10 years or more.

<sup>d</sup> Rate applies to first 4 overtime hours in any one day and for work in excess of 40 hours in any one designated work week. All other overtime is paid at the double time rate.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: SLURRY SEAL WORKER**

**DETERMINATION:** NC-830-X-69-2000-1

**ISSUE DATE:** February 22, 2000

**EXPIRATION DATE OF DETERMINATION:** April 1, 2000\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba Counties.

Classification (Journey person)	Employer Payments					Straight-Time		Overtime Hourly Rates		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	2X	Holiday 2X
Sealer/Mixer	\$14.89	1.72	.90	<sup>a</sup> .91	-	8	\$18.42	<sup>b</sup> \$25.865	\$33.31	\$33.31
Shuttleperson, Applicator Operator, Squeegeeperson	13.18	1.72	.90	<sup>a</sup> .91	-	8	16.71	<sup>b</sup> 23.30	29.89	29.89
Traffic Surface Protective Coating Applicator	15.51	1.72	.90	<sup>a</sup> .91	-	8	19.04	<sup>b</sup> 26.795	34.55	34.55
Traffic Controlperson	8.62	1.72	.90	<sup>a</sup> .91	-	8	12.15	<sup>b</sup> 16.46	20.77	20.77

<sup>a</sup> Rate applies to first year of employment only; \$1.28 per hour worked for employment over one year but less than 5 years; \$1.71 per hour worked for over 5 years but less than 10 years; \$2.08 per hour worked for 10 years or more. The overtime computations should be increased by any applicable increase in Vacation/Holiday pay.

<sup>b</sup> Rate applies to first 4 overtime hours in any one day and for work in excess of 40 hours in any one designated work week. All other overtime is paid at the double time rate.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: ASBESTOS REMOVAL WORKER (LABORER)**

**DETERMINATION:** NC-102-67-1-2014-1

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** November 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate	
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday <sup>a</sup>	Training	Other Payments	Hours	Total Hourly Rate	1-1/2X <sup>b</sup>	Holiday <sup>c</sup> 2X
Asbestos Removal Specialist II	25.71	5.74	4.64	2.64	0.44	0.15	8	39.32	52.175	65.03
Asbestos Removal Specialist I	22.77	5.74	0.71	2.64	0.44	0.15	8	32.45	43.835	55.22
Asbestos Removal Worker	19.66	5.74	0.20	2.64	0.44	0.15	8	28.83	38.66	48.49

**DETERMINATION:** NC-102-67-1-2014-1A

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Lead Removal Worker <sup>d</sup>	27.89	5.99	10.16	2.63	0.42	0.15	8	47.24	61.185	75.13
Lead Removal Worker <sup>e</sup>	26.89	5.99	10.16	2.63	0.42	0.15	8	46.24	59.685	73.13

<sup>a</sup> Includes an amount for Supplemental Dues.

<sup>b</sup> Rate applies to the first 4 overtime hours in any workday or 40 hours in a workweek, and for the first 8 hours worked on the 7<sup>th</sup> consecutive day of work in a workweek.

<sup>c</sup> Rate applies to Holidays and to all hours worked in excess of 12 hours in any workday and for all hours worked in excess of 8 hours on the 7<sup>th</sup> consecutive day of work in a workweek.

<sup>d</sup> Rate applies to all localities within Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo and Santa Clara Counties.

<sup>e</sup> Rate applies to all localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.

(Recognized Holidays and Subsistence Payment footnotes listed on page 52C)

**NOTE:** Asbestos Removal Workers must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations, Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (510) 286-7362.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: # CEMENT MASON**

**DETERMINATION:** NC-23-203-1-2014-1

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

CLASSIFICATION (JOURNEYPERSON)	Employer Payments					Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>a</sup> 1 1/2X	Sunday and Holiday
Cement Mason	\$29.07	8.05	9.30	5.22 <sup>b</sup>	0.47	8	52.11	66.645	66.645 <sup>c</sup>	81.18
Mastic Magnesite Gypsum, Epoxy, Polyester, Resin and all composition masons, swing or slip form scaffolds	\$29.82	8.05	9.30	5.22 <sup>b</sup>	0.47	8	52.86	67.77	67.77 <sup>c</sup>	82.68

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Saturdays in the same work week may be worked at straight time if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant).

<sup>b</sup> Includes an amount for supplemental dues.

<sup>c</sup> Rate applies to the first 8 hours of work on Saturday. All other hours worked on Saturday are paid at the Sunday/Holiday rate.

<sup>d</sup> Where multiple shifts are worked, the day shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second (2<sup>nd</sup>) shift shall work seven and one-half (7 ½) hours, and for such work they shall be paid the regular straight time rate for eight (8) hours; if a third (3<sup>rd</sup>) shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be started for less than five (5) consecutive days.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: # CEMENT MASON (SPECIAL SINGLE SHIFT)**

**DETERMINATION:** NC-23-203-1A-2014-1

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

CLASSIFICATION (JOURNEYPERSON)	Employer Payments					Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>a</sup> 1 1/2X	Sunday and Holiday
Cement Mason	\$32.07	8.05	9.30	5.22 <sup>b</sup>	0.47	8	55.11	69.645	69.645 <sup>c</sup>	84.18
Mastic Magnesite Gypsum, Epoxy, Polyester, Resin and all composition masons, swing or slip form scaffolds	\$32.82	8.05	9.30	5.22 <sup>b</sup>	0.47	8	55.86	70.77	70.77 <sup>c</sup>	85.68

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Saturdays in the same work week may be worked at straight time if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant).

<sup>b</sup> Includes an amount for supplemental dues.

<sup>c</sup> Rate applies to the first 8 hours of work on Saturday. All other hours worked on Saturday are paid at the Sunday/Holiday rate.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER**

**DETERMINATION:** NC-63-3-9-2013-1

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Health and Welfare <sup>a</sup>	Employer Payments				Other Payment	Straight-Time		Overtime Hourly Rate		
			Pension	Vacation and Holiday	Training			Hours	Total Hourly Rate	Daily <sup>b</sup> 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X
Group 1	\$41.06	12.63	8.24	5.27	0.33	0.19	8	67.72	88.25	88.25	108.78	
Group 2	39.06	12.63	8.24	5.27	0.33	0.19	8	65.72	85.25	85.25	104.78	
Group 3	32.92	12.63	8.24	5.27	0.33	0.19	8	59.58	76.04	76.04	92.50	
Group 4	27.69	12.63	8.24	5.27	0.33	0.19	8	54.35	68.195	68.195	82.04	

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Amount shall be paid for all hours worked up to 173 hours per month.

<sup>b</sup> Rate applies to the first 4 daily overtime hours, Monday through Friday, and the first 8 hours on Saturday. All other overtime is paid at the Sunday/Holiday overtime rate.

**CLASSIFICATIONS:**

<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
ASNT Level II-III	AWS-CWI	Geotechnical Driller	ACI
DSA Masonry	ICC Certified Structural Inspector	Soils/Asphalt	Drillers Helper
DSA Shotcrete	NICET Level III	Earthwork Grading	ICC Fireproofing
Lead Inspector	Shear Wall/Floor System Inspector	Excavation and Backfill	NICET Level I
NICET Level IV	Building/Construction Inspector	NICET Level II	Proofload Testing
NDT Level Two			Torque Testing
			NDT Level One

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER (SECOND SHIFT)**

**DETERMINATION:** NC-63-3-9-2013-1

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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CLASSIFICATION (JOURNEYPEPERSON)	Basic Hourly Rate	Health and Welfare <sup>a</sup>	Employer Payments				Straight-Time		Overtime Hourly Rate		
			Pension	Vacation and Holiday	Training	Other Payment	Hours	Total Hourly Rate	Daily <sup>b</sup> 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X
Group 1	\$46.17	12.63	8.24	5.27	0.33	0.19	8	72.83	95.915	95.915	119.00
Group 2	43.92	12.63	8.24	5.27	0.33	0.19	8	70.58	92.54	92.54	114.50
Group 3	37.01	12.63	8.24	5.27	0.33	0.19	8	63.67	82.175	82.175	100.68
Group 4	31.13	12.63	8.24	5.27	0.33	0.19	8	57.79	73.355	73.355	88.92

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<sup>a</sup> Amount shall be paid for all hours worked up to 173 hours per month.

<sup>b</sup> Rate applies to the first 4 daily overtime hours, Monday through Friday, and the first 8 hours on Saturday. All other overtime is paid at the Sunday/Holiday overtime rate.

**CLASSIFICATIONS:**

<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
ASNT Level II-III	AWS-CWI	Geotechnical Driller	ACI
DSA Masonry	ICC Certified Structural Inspector	Soils/Asphalt	Drillers Helper
DSA Shotcrete	NICET Level III	Earthwork Grading	ICC Fireproofing
Lead Inspector	Shear Wall/Floor System Inspector	Excavation and Backfill	NICET Level I
NICET Level IV	Building/Construction Inspector	NICET Level II	Proofload Testing
NDT Level Two			Torque Testing
			NDT Level One

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: TEAMSTER (APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**DETERMINATION:** NC-23-261-1-2013-1

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X
Group 1	\$27.44	\$14.74	\$5.50	\$2.15	\$0.85	<sup>a</sup> \$0.53	8	\$51.21	\$64.93	\$64.93	\$78.65
Group 2	27.74	14.74	5.50	2.15	0.85	<sup>a</sup> 0.53	8	51.51	65.38	65.38	79.25
Group 3	28.04	14.74	5.50	2.15	0.85	<sup>a</sup> 0.53	8	51.81	65.83	65.83	79.85
Group 4	28.39	14.74	5.50	2.15	0.85	<sup>a</sup> 0.53	8	52.16	66.355	66.355	80.55
Group 5	28.74	14.74	5.50	2.15	0.85	<sup>a</sup> 0.53	8	52.51	66.88	66.88	81.25
Group 6	USE DUMP TRUCK YARDAGE RATE										
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED										
Group 8 (Trainee) <sup>c</sup>											
<sup>d</sup> Step I – 1 <sup>st</sup> 1000 Hours											
<sup>e</sup> Step II – 2 <sup>nd</sup> 1000 Hours											
<sup>f</sup> Step III – 3 <sup>rd</sup> 1000 Hours											

<sup>a</sup> Supplemental Dues and Contract Administration.

<sup>b</sup> Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.

<sup>c</sup> An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

<sup>d</sup> Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>e</sup> Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>f</sup> Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>g</sup> For classifications within each group, see page 56.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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**DETERMINATION: NC-23-261-1-2013-1 and NC-23-261-1-2013-1A****CLASSIFICATIONS:****GROUP 1**

Dump Trucks under 6 yards  
 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  
 Snow Buggy  
 Steam Cleaning  
 Bus or Manhaul Driver  
 Escort or Pilot Car Driver  
 Pickup Truck  
 Teamster Oiler/Greaser/and or Serviceman  
 Hook Tenders  
 Team Drivers  
 Warehouseman  
 Tool Room Attendant (Refineries)  
 Fork Lift and Lift Jitneys  
 Warehouse Clerk/Parts Man  
 Fuel and/or Grease Truck Driver or Fuelman  
 Truck Repair Helper  
 Fuel Island Attendant, or Combination Pit and/or Grease Rack and Fuel Island Attendant

**GROUP 2**

Dump Trucks 6 yards Under 8 yards  
 Transit Mixers through 10 yards  
 Water Trucks Under 7000 gals.  
 Jetting Trucks Under 7000 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 Bootman  
 Buggymobile  
 Ross, Hyster and similar Straddle Carrier  
 Small Rubber Tired Tractor  
 Truck Dispatcher

**GROUP 3**

Dump Trucks 8 yards and including 24 yards  
 Transit Mixers Over 10 yards  
 Water Trucks 7000 gals and over  
 Jetting Trucks 7000 gals and over  
 Vacuum Trucks under 7500 gals  
 Trucks Towing Tilt Bed or Flat Bed Pull Trailers  
 Heavy Duty Transport Tiller Man  
 Tire Repairman

**GROUP 3 (continued)**

Truck Mounted Self Propelled Street Sweeper with or without Self-Contained Refuse Bin and or Vacuum Unit  
 Boom Truck - Hydro-Lift or Swedish Type Extension or Retracting Crane  
 P.B. or Similar Type Self Loading Truck  
 Combination Bootman and Road Oiler  
 Dry Distribution Truck (A Bootman when employed on such equipment, shall receive the rate specified for the classification of Road Oil Trucks or Bootman)  
 Ammonia Nitrate Distributor, Driver and Mixer  
 Snow Go and/or Plow

**GROUP 4**

Dump Trucks over 25 yards and under 65 yards  
 Vacuum Trucks over 7500 gals  
 Truck Repairman  
 Water Pulls - DW 10s, 20s, 21s and other similar equipment when pulling Aqua/pak or Water Tank Trailers  
 Helicopter Pilots  
 Lowbed Heavy Duty Transport (up to and including 7 axles)  
 DW 10s, 20s, 21s 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

**GROUP 5**

Dump Truck 65 yards and over  
 Holland Hauler  
 Lowbed Heavy Duty Transport (over 7 axles)

**GROUP 6 (Use dump truck yardage rate)**

Articulated Dump Truck  
 Bulk Cement Spreader (w/ or w/o Auger)  
 Dumperete Truck  
 Skid Truck (Debris Box)  
 Dry Pre-Batch Concrete Mix Trucks  
 Dumpster or Similar Type  
 Slurry Truck

**GROUP 7 (Use appropriate Rate for the Power Unit or the Equipment Utilized)**

Heater Planer  
 Asphalt Burner  
 Scarifier Burner  
 Fire Guard  
 Industrial Lift Truck (mechanical tailgate)  
 Utility and Clean-up Truck  
 Composite Crewman

**GROUP 8**

Trainee

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: TEAMSTER (SPECIAL SINGLE SHIFT RATE)  
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**DETERMINATION:** NC-23-261-1-2013-1A

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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Classification <sup>g</sup> (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X
Group 1	\$29.44	\$14.74	\$5.50	\$2.15	\$0.85	<sup>a</sup> \$0.53	8	\$53.21	\$67.93	\$67.93	\$82.65
Group 2	29.74	14.74	5.50	2.15	0.85	0.53	8	53.51	68.38	68.38	83.25
Group 3	30.04	14.74	5.50	2.15	0.85	0.53	8	53.81	68.83	68.83	83.85
Group 4	30.39	14.74	5.50	2.15	0.85	0.53	8	54.16	69.355	69.355	84.55
Group 5	30.74	14.74	5.50	2.15	0.85	0.53	8	54.51	69.88	69.88	85.25
Group 6	USE DUMP TRUCK YARDAGE RATE										
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED										
Group 8 (Trainee) <sup>c</sup>											
<sup>d</sup> Step I – 1 <sup>st</sup> 1000 Hours											
<sup>e</sup> Step II – 2 <sup>nd</sup> 1000 Hours											
<sup>f</sup> Step III – 3 <sup>rd</sup> 1000 Hours											

<sup>a</sup> Supplemental Dues and Contract Administration.

<sup>b</sup> Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.

<sup>c</sup> An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

<sup>d</sup> Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>e</sup> Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>f</sup> Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>g</sup> For classifications within each group, see page 56.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**CRAFT: ## LANDSCAPE MAINTENANCE LABORER**

(APPLIES ONLY TO ROUTINE LANDSCAPE MAINTENANCE WORK NOT NEW LANDSCAPE CONSTRUCTION)<sup>1</sup>

**DETERMINATION:** NC-LML-2013-1

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** September 30, 2013\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments						Straight -Time	Overtime	
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2x
Alameda.....	8.00	0.43	-	<sup>a</sup> 0.14	0.24	-	8	<sup>b</sup> 8.81	<sup>b</sup> 12.81
Alpine, El Dorado.....	8.00	-	-	0.12	0.14	-	8	8.26	12.26
	8.00	-	-	0.14	0.16	-	8	8.30	12.30
Amador.....	8.00	-	-	0.16	0.06	-	8	8.22	12.22
Butte, Glenn, and Plumas.....	8.00	0.16	-	<sup>c</sup> 0.13	0.05	-	8	<sup>b</sup> 8.34	<sup>b</sup> 12.34
Calaveras.....	8.00	-	-	0.10	0.12	-	8	8.22	12.22
Colusa and Sutter.....	8.00	-	-	0.12	0.14	-	8	8.26	12.26
	8.00	-	-	0.14	0.16	-	8	8.30	12.30
Contra Costa.....	10.00	-	-	-	0.12	-	8	10.12	15.12
Del Norte and Humboldt.....	8.00	-	-	0.25	0.07	-	8	8.32	12.32
Fresno.....	8.00	-	-	0.11	-	-	8	8.11	12.11
	8.00	-	-	<sup>d</sup> 0.19	0.19	-	8	<sup>b</sup> 8.38	<sup>b</sup> 12.38
Kings.....	8.00	-	-	<sup>e</sup> 0.25	0.25	-	8	<sup>b</sup> 8.50	<sup>b</sup> 12.50
Lake and Mendocino.....	8.00	-	-	<sup>f</sup> 0.13	0.03	-	8	<sup>b</sup> 8.16	<sup>b</sup> 12.16
	8.00	-	-	<sup>g</sup> 0.14	0.03	-	8	<sup>b</sup> 8.17	<sup>b</sup> 12.17
Lassen, Modoc, Shasta, Siskiyou and Trinity	8.00	-	-	0.31	0.09	-	8	8.40	12.40
Madera, Mariposa and Merced....	8.00	-	-	0.115	0.115	-	8	8.23	12.23
Marin.....	10.00	-	-	-	0.12	-	8	10.12	15.12
Monterey.....	8.00	-	-	0.14	0.22	-	8	8.36	12.36
	8.00	-	-	0.16	0.25	-	8	8.41	12.41
Napa.....	8.00	-	-	<sup>q</sup> 0.11	0.14	-	8	8.25	12.25
Nevada and Sierra.....	8.00	-	-	0.16	0.19	-	8	8.35	12.35
Placer.....	8.00	-	-	0.12	0.14	-	8	8.26	12.26
Sacramento.....	8.00	-	-	0.16	-	-	8	8.16	12.16
	8.00	-	-	0.15	-	-	8	8.15	12.15
San Benito.....	8.00	-	-	<sup>h</sup> 0.15	0.18	-	8	<sup>b</sup> 8.33	<sup>b</sup> 12.33
San Francisco.....	9.00	-	-	0.17	0.17	-	8	9.34	13.84
San Joaquin.....	8.00	0.37	-	<sup>i</sup> 0.12	0.12	-	8	<sup>b</sup> 8.61	<sup>b</sup> 12.61
San Mateo.....	8.00	0.43	-	<sup>j</sup> 0.12	0.14	-	8	<sup>b</sup> 8.69	<sup>b</sup> 12.69
	8.00	-	-	<sup>k</sup> 0.13	0.17	-	8	<sup>b</sup> 8.30	<sup>b</sup> 12.30
Santa Clara.....	8.00	0.03	-	<sup>l</sup> 0.13	0.18	-	8	<sup>b</sup> 8.34	<sup>b</sup> 12.34
Santa Cruz.....	8.00	-	-	0.16	-	-	8	8.16	12.16
	8.00	-	-	0.19	-	-	8	8.19	12.19
Solano.....	8.00	-	-	-	0.07	-	8	8.07	12.07
Sonoma.....	8.00	-	-	<sup>m</sup> 0.13	0.16	-	8	<sup>b</sup> 8.29	<sup>b</sup> 12.29
	8.00	0.38	-	<sup>n</sup> 0.15	0.19	-	8	<sup>b</sup> 8.72	<sup>b</sup> 12.72
Stanislaus and Tuolumne.....	8.00	-	-	0.115	0.14	-	8	8.255	12.255
	8.00	-	-	<sup>o</sup> 0.13	0.11	-	8	<sup>b</sup> 8.24	<sup>b</sup> 12.24
Tehama.....	8.00	-	-	0.12	0.19	-	8	8.31	12.31
Tulare.....	8.00	0.69	-	<sup>p</sup> 0.12	-	-	8	<sup>b</sup> 8.81	<sup>b</sup> 12.81
Yolo.....	8.00	-	-	-	0.14	-	8	8.14	12.14
	8.00	-	-	-	0.19	-	8	8.19	12.19
Yuba.....	8.00	-	-	0.14	0.16	-	8	8.30	12.30

## Craft is not apprenticeable

**NOTE:** If there are two rates, the first rate is for routine work, the second rate is for complex work.

**DETERMINATION: NC-LML-2013-1**

- a. \$0.20 after 3 years of service; \$0.27 after 5 years of service.
- b. Computation is based on first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
- c. \$0.25 after 7 years of service.
- d. \$0.38 after 3 years of service.
- e. \$0.37 after 5 years of service; \$0.49 after 15 years of service.
- f. \$0.19 after 1 year of service; \$0.25 after 2 years of service.
- g. \$0.22 after 1 year of service; \$0.29 after 2 years of service.
- h. \$0.31 after 5 years of service.
- i. \$0.24 after 5 years of service.
- j. \$0.23 after 2 years of service; \$0.35 after 6 years of service.
- k. \$0.26 after 1 year of service; \$0.39 after 5 years of service.
- l. \$0.27 after 1 year of service; \$0.40 after 5 years of service.
- m. \$0.26 after 7 years of service.
- n. \$0.31 after 3 years of service; \$0.46 after 7 years of service.
- o. \$0.27 after 3 years of service; \$0.40 after 5 years of service.
- p. \$0.23 after 2 years of service.
- q. \$0.23 after 7 years of service.

<sup>1</sup> This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period). The following is a description of the landscape work cover under this determination:

**ROUTINE** – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.

**COMPLEX** – servicing of irrigation and sprinkler systems, repairing of equipment use in such landscape maintenance.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: # TUNNEL/UNDERGROUND (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)**

**DETERMINATION:** NC-23-63-1-2013-2C

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification (Journey person)	Employer Payments							Straight-Time		Overtime Hourly Rate				
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>c</sup>	Training	Other Payments	Hours <sup>e</sup>	Total Hourly Rate	Daily/ Saturday <sup>d</sup> 1 1/2X		Sunday and Holiday 2X			
									Area 1 <sup>a</sup>	Area 2 <sup>b</sup>	Area 1 <sup>a</sup>	Area 2 <sup>b</sup>	Area 1 <sup>a</sup>	Area 2 <sup>b</sup>
Classification Group	Area 1 <sup>a</sup>	Area 2 <sup>b</sup>						Area 1 <sup>a</sup>	Area 2 <sup>b</sup>	Area 1 <sup>a</sup>	Area 2 <sup>b</sup>	Area 1 <sup>a</sup>	Area 2 <sup>b</sup>	
<u>Underground Rate</u>														
Group 1-A	\$37.49	\$39.49	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.65	\$66.65	\$83.40	\$86.40	\$102.14	\$106.14
Group 1	\$35.02	\$37.02	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.18	\$64.18	\$79.69	\$82.69	\$97.20	\$101.20
Group 2	\$33.76	\$35.76	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.92	\$62.92	\$77.80	\$80.80	\$94.66	\$98.66
Group 3	\$32.43	\$34.43	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.59	\$61.59	\$75.81	\$78.81	\$92.02	\$96.02
Group 4	\$31.29	\$33.29	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.45	\$60.45	\$74.10	\$77.10	\$89.74	\$93.74
Group 5	\$30.15	\$32.15	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.31	\$59.31	\$72.39	\$75.39	\$87.46	\$91.46
<u>Shafts Stopes &amp; Raises</u>														
Group 1-A	\$37.59	\$39.59	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.75	\$66.75	\$83.55	\$86.55	\$102.34	\$106.34
Group 1	\$35.12	\$37.12	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.28	\$64.28	\$79.84	\$82.84	\$97.40	\$101.40
Group 2	\$33.86	\$35.86	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.02	\$63.02	\$77.95	\$80.95	\$94.88	\$98.88
Group 3	\$32.53	\$34.53	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.69	\$61.69	\$75.96	\$78.96	\$92.22	\$96.22
Group 4	\$31.39	\$33.39	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.55	\$60.55	\$74.25	\$77.25	\$89.94	\$93.94
Group 5	\$30.25	\$32.25	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.41	\$59.41	\$72.54	\$75.54	\$87.66	\$91.66

**CLASSIFICATIONS:**

**GROUP 1-A**

Tunnel Bore Machine Operator - 20 feet in diameter or more

**GROUP 1**

Heading Shield Operator  
Heavy Duty Repairman/Welder  
Mucking Machine  
Raised Bore Operator  
Tunnel Mole Bore Operator  
Tunnel Boring Machine Operator 10 ft up to 20 ft

**GROUP 2**

Combination Slusher and Motor Operator  
Concrete Pump or Pumpcrete Guns  
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 (Gunita)  
Compressor Operator  
Assistant to Engineer  
Pump Operator  
Slusher Operator

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> 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; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

<sup>b</sup> AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

<sup>c</sup> Includes an amount for supplemental dues.

<sup>d</sup> Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

<sup>e</sup> When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

**NOTE:** For Special Single and Second Shift rates, please see page 58A.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: # TUNNEL/UNDERGROUND (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)  
(SPECIAL SINGLE AND SECOND SHIFT)**

**DETERMINATION:** NC-23-83-1-2013-2C

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification (Journeperson)	Employer Payments							Straight-Time		Overtime Hourly Rate				
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>c</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily/ Saturday <sup>d</sup> 1 1/2X	Sunday and Holiday 2X				
Classification Group	Area 1 <sup>a</sup>	Area 2 <sup>b</sup>						Area 1 <sup>a</sup>	Area 2 <sup>b</sup>	Area 1 <sup>a</sup>	Area 2 <sup>b</sup>	Area 1 <sup>a</sup>	Area 2 <sup>b</sup>	
<u>Underground Rate</u>														
Group 1-A	\$41.82	\$43.82	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$68.78	\$70.78	\$89.59	\$92.59	\$110.40	\$114.40
Group 1	\$38.83	\$40.83	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$65.99	\$67.99	\$85.41	\$88.41	\$104.82	\$108.82
Group 2	\$37.42	\$39.42	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.58	\$66.58	\$83.29	\$86.29	\$102.00	\$106.00
Group 3	\$35.94	\$37.94	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.10	\$65.10	\$81.07	\$84.07	\$99.04	\$103.04
Group 4	\$34.64	\$36.64	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.80	\$63.80	\$79.12	\$82.12	\$98.44	\$100.44
Group 5	\$33.37	\$35.37	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.53	\$62.53	\$77.22	\$80.22	\$93.90	\$97.90
<u>Shafts Stages &amp; Raises</u>														
Group 1-A	\$41.73	\$43.73	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$68.89	\$70.89	\$89.76	\$92.76	\$110.82	\$114.82
Group 1	\$38.94	\$40.94	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$66.10	\$68.10	\$85.57	\$88.57	\$105.04	\$109.04
Group 2	\$37.53	\$39.53	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.69	\$66.69	\$83.46	\$86.48	\$102.22	\$106.22
Group 3	\$38.05	\$38.05	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.21	\$65.21	\$81.24	\$84.24	\$99.26	\$103.26
Group 4	\$34.75	\$36.75	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.91	\$63.91	\$79.29	\$82.29	\$96.66	\$100.66
Group 5	\$33.48	\$35.48	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.64	\$62.64	\$77.38	\$80.38	\$94.12	\$98.12

**CLASSIFICATIONS:**

**GROUP 1-A**

Tunnel Bore Machine Operator - 20 feet in diameter or more

**GROUP 1**

Heading Shield Operator  
Heavy Duty Repairman/Welder  
Mucking Machine  
Raised Bore Operator  
Tunnel Mole Bore Operator  
Tunnel Boring Machine Operator 10 ft up to 20 ft

**GROUP 2**

Combination Slusher and Motor Operator  
Concrete Pump or Pumpcrete Guns  
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 (Gunita)  
Compressor Operator  
Assistant to Engineer  
Pump Operator  
Slusher Operator

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>b</sup> **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; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

<sup>c</sup> **AREA 2** - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

<sup>d</sup> Includes an amount for supplemental dues.

<sup>e</sup> Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**BOND FOR FAITHFUL PERFORMANCE**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, 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 THOUSAND TWELVE, NINE-HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$212,925.00), 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:

HAZELTON AVENUE AND UPRR CROSSING SAFETY IMPROVEMENTS  
(PROJECT NO. 11-03/FEDERAL PROJECT NO. STPLR-7500(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

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**BOND FOR LABOR AND MATERIAL**

KNOW ALL MEN BY THESE PRESENTS:

That we, MARTIN GENERAL ENGINEERING, INC., 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, 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 THOUSAND TWELVE, NINE-HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$212,925.00), 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:

HAZELTON AVENUE AND UPRR CROSSING SAFETY IMPROVEMENTS  
(PROJECT NO. 11-03/FEDERAL PROJECT NO. STPLR-7500(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:  
JOHN M. LUEBBERKE  
OFFICE OF THE CITY ATTORNEY

By \_\_\_\_\_  
ATTORNEY-IN-FACT

By \_\_\_\_\_  
DEPUTY CITY ATTORNEY

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Resolution No.

# STOCKTON CITY COUNCIL

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**RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE THE FILING OF NOTICE OF EXEMPTION NO. CE014-14 UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE HAZELTON AVENUE AND UPRR CROSSING SAFETY IMPROVEMENTS (PROJECT NO. 11-03, FEDERAL PROJECT NO. STPLR-7500(185))**

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

1. The City Manager is authorized to approve the filing of Notice of Exemption No. CE014-14 under the California Environmental Quality Act for this project.
2. A copy of said Notice of Exemption is attached as Exhibit 1 and incorporated by this reference.
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 July 29, 2014.

ATTEST:

\_\_\_\_\_  
ANTHONY SILVA, Mayor  
of the City of Stockton

\_\_\_\_\_  
BONNIE PAIGE, City Clerk  
of the City of Stockton

**CITY OF STOCKTON  
NOTICE OF EXEMPTION**

TO: COUNTY CLERK  
COUNTY OF SAN JOAQUIN  
6 South El Dorado Street, 2<sup>nd</sup> Floor  
Stockton, CA 95202

FROM: Lead Agency  
City of Stockton  
c/o Community Development Dept.  
Planning Division  
425 North El Dorado Street  
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: Hazeltan Avenue and UPRR crossing safety Improvements  
CEQA Exemption File No.: CE014-14  
Applicant: City of Stockton, Public Works Department  
Project Description/Location: Hazeltan Avenue and UPRR crossing safety improvements, City Project No. 11-03, Federal Project No. STPLR 7500(185)

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):  
X \_\_\_\_\_ The project has been granted a "Categorical Exemption" under Article 19 and, specifically, by Section(s): 15301(c), Class 1

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).

STEVE CHASE, DIRECTOR  
COMMUNITY DEVELOPMENT DEPARTMENT

June 9, 2014  
(DATE OF PREPARATION)

By   
SENIOR PLANNER JENNY LIAW

\_\_\_\_\_  
(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  
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12.8 14-0765

**ANNUAL PROGRESS REPORT ON THE IMPLEMENTATION OF THE  
GENERAL PLAN**

**RECOMMENDATION**

*It is recommended that the City Council adopt a motion accepting the Planning Commission's recommendation and authorizing staff to submit an Annual Progress Report on the Implementation of the General Plan to the Governor's Office of Planning and research and the California Department of Housing and Community Development in accordance with Government Code section 65400.*

**Department:** Community Development

**Attachments:** Attachment A - Annual Progress Report



# City of Stockton

## Legislation Text

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File #: 14-0765, Version: 1

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### ANNUAL PROGRESS REPORT ON THE IMPLEMENTATION OF THE GENERAL PLAN

#### RECOMMENDATION

It is recommended that the City Council adopt a motion accepting the Planning Commission's recommendation and authorizing staff to submit an Annual Progress Report on the Implementation of the General Plan to the Governor's Office of Planning and research and the California Department of Housing and Community Development in accordance with Government Code section 65400.

#### Summary

General Law Cities and Counties throughout the State of California must submit an Annual Progress Report to OPR and DHCD regarding the status of the General Plan and progress made toward the implementation of its goals, measures and programs. Charter cities are exempt from this requirement unless the requirement is adopted by Code or included in the City Charter. Although the City of Stockton has not adopted this requirement nor included it in the City Charter, the City has opted to voluntarily submit this report. Therefore, the attached report has been prepared in accordance with statutory guidelines (Attachment A - Annual Progress Report).

#### DISCUSSION

At its June 12, 2014 meeting, the Planning Commission voted to recommend that the City Council accept the Annual Progress Report on the General Plan and direct staff to submit the report to the Governor's Office of Planning and Research ("OPR") and the California Department of Housing and Community Development ("DHCD") in accordance with Government Code Section 65400.

The report provides a narrative about the conditions and factors that led to the shortcomings of the General Plan adopted by the City in December 2007, and the responsive actions now being taken to prepare a new General Plan along with recommended impacts to the associated Capital Improvement Plan and Fee Schedule.

The attached Annual Progress Report has been prepared in accordance with the suggested guidelines issued by OPR.

#### FINANCIAL SUMMARY

The preparation of the Annual Progress Report was funded from the Community Development Department FY 2013-14 budget.

Attachment A - Annual Progress Report



# **2013 Annual Progress Report on the Implementation of the 2035 General Plan**



June 2014

# Annual Progress Report on the Implementation of the City of Stockton 2035 General Plan

2013

Prepared For:

Stockton City Council

Stockton Planning Commission

Kurt Wilson, City Manager

Prepared By:

Community Development Department (CDD), Planning Division

David Stagnaro, AICP Planning Manager

City of Stockton

425 North El Dorado Street

Stockton, CA 95202

(209) 937-8266

[www.stocktongov.com](http://www.stocktongov.com)

Reviewed by the City Council on July 29, 2014

Agenda Item 12.8

Legistar File ID 14-0765

# Annual Progress Report on the Implementation of the City of Stockton 2035 General Plan

2013

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<http://www.stocktongov.com/government/departments/communityDevelopmentPlanGen.html>

<http://www.stocktongov.com/government/departments/communityDevelopmentPlanHouse.html>

## Chapter 1 – Introduction

### A. Purpose of the Annual Progress Report

Government Code Section 65400 requires that all cities in California provide a yearly report on the status of the General Plan and progress toward implementation of its stated goals. The City is required to submit the Annual Report to the Governor’s Office of Planning and Research (OPR) and the California Department of Housing and Community Development (HCD) by April 1 each year. The Annual Progress Report provides a means to monitor the success of implementing the 2035 General Plan and determining if changes need to be made in the Plan or its implementation measures or programs.

It needs to be recognized that the City Council’s strategic initiatives include the preparation of a new General Plan, one that is reflective of the development market conditions in a post-Great Recession era, the City’s capacity to provide goods and services in a post-municipal bankruptcy era, and compliant with new State mandates on climate action planning, and flood plain management. A General Plan work program has been prepared that anticipates the adoption of such within a two-year window of time.

### B. Purpose of the General Plan

Under State law, the City is required to prepare and its legislative body (City Council) shall adopt a comprehensive, long-term General Plan for the physical development of the city, and any land outside its boundaries which in the planning agency’s judgment bears a relation to its planning. The General Plan shall consist of a statement of development policies and shall include a diagram or diagrams and text setting forth objectives, principles, standards, and plan proposals.

### C. Status of the Adopted Elements of the General Plan

The 2035 General Plan incorporates the following elements (topical chapters):

- Land Use
- Housing
- Economic Development

# Annual Progress Report on the Implementation of the City of Stockton 2035 General Plan **2013**

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- Community Design
- Districts and Villages
- Transportation and Circulation
- Public Facilities and Services
- Recreation and Waterways
- Health and Safety
- Youth and Education
- Natural and Cultural Resources

Each element includes baseline data, and a statement of issues, goals, objectives, policies, service level standards, and programs as required by State law, and as devised by the unique setting and circumstances of Stockton.

## **Chapter 2 - Development Activity Summary**

Actual new development is one of the measures of the effectiveness of a General Plan. This report contains a summary of approved entitlements and building permit activity over the past year.

### **A. Residential Building Permits**

Between January 1, 2013, and December 31, 2013, new single-family housing applications issued totaled 96 units and \$24 million in valuation were approved by the Community Development Department (CDD), Building and Life Safety Division. Of that permit activity, a total of 80 new single family housing units were built in 2013. Other new multi-family residential type permits added another 70 units currently being built and another \$7 million in construction valuation. Foreclosure activity occurring in 2013 was significantly reduced from prior years. However, the sale prices of existing housing units have not risen sufficiently to justify the actual development of approximately 26,500 housing units previously planned for (partially approved, fully approved, and suspended construction).

### **B. Commercial / Industrial and Miscellaneous Building Permits**

581 new commercial, industrial, or institutional construction permits were issued during 2013. A total of 2,669 miscellaneous structures, residential alterations, carports/garages, and other permits were approved in 2013 by the Building and Life Safety Division. In total, approximately, \$83 million in valuation for construction permits in the commercial, industrial, institutional and miscellaneous categories were issued in Stockton during 2013. The construction valuation for



# Annual Progress Report on the Implementation of the City of Stockton 2035 General Plan **2013**

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all permits of any type in 2013 was approximately \$115 million. Noteworthy projects of all types are listed below.

## C. Development Approvals by the Planning Division

The Planning Division is responsible for reviewing current development proposals and ensuring consistency with the General Plan. The Planning Division facilitates public hearings held by the Planning Commission once per month and on an as needed basis as well as meetings of the Climate Action Plan Advisory Committee, Architectural Review Committee, Cultural Heritage Board, and Development Oversight Commission.

The following list includes some noteworthy project applications that were approved in 2013:

- East Stockton Recycling and Transfer Station Expansion (P10-365) -- final occupancy permit issued for the project which included the construction of a new 33,400 sq. ft. building
- Brubeck Commons (20-unit, 80 bed organizational housing project - for students of UOP; P13-162) -- planning permit issued, project currently under construction
- General Plan Map Amendment/Rezone for the East Fremont Retail Center approved by Council in May 2013. Building Permit in process of being approved for a Walgreens consisting of 14,850 square feet, two other pads 4,500 and 7,500 sq. ft. Total of 26,850 sq. ft.
- 1810 Fresno Avenue, a new medical office (P13-042) - 8,900 sq. ft.
- 941 West March Lane, a new auto part store (Auto Zone, P13-085)-7,800 sq. ft.
- 2494 W Fremont Street, a new furniture store in Stockton Channel area (P13-111)-5,900 sq. ft.
- 1501 Navy Drive, a new metal building for a truck maintenance and parking facility (P13-115)-18,800 sq. ft.
- 1016 E Bianchi Road, a new charter school from K through 8 (P13-143) - 35 Classrooms (48,100 sq. ft.)
- 2845 Boeing way, a new warehouse building (P13-197)-256, 671 sq. ft.
- Two Family Dollar Stores - New construction at 505 Harding Way, and new Construction at 2006 E. Mariposa Road (approx. 9,000 sq. ft. each site)
- San Joaquin Regional Transit District Maintenance Facility – Currently in process of building plan check (approx. 65,000 sq. ft.)
- San Joaquin Regional Rail Commission – Altamont Commuter Express (ACE) Maintenance Facility under construction at the southwest corner of Alpine Avenue and West Lane

# Annual Progress Report on the Implementation of the City of Stockton 2035 General Plan **2013**

- Visionary Homes Affordable Housing Project - 2260 Netherton Road 70 new dwelling units under construction
- Visionary Homes Affordable Housing Project-1020 Rosemarie Lane: Renovation of existing fire damaged apartment complex with addition of Community Room.
- Visionary Homes Affordable Housing Project-6119 Danny Drive: Renovation of existing apartment complex.
- Collins Electric- 3412 Metro Drive: Renovation of existing Rock Bottom Furniture building to consolidate their Stockton and Modesto facilities in one location.
- Dick's Sporting Goods- 5308 Pacific Avenue: Renovation of previous Gottschalk's Store for new tenant at Sherwood Mall
- Quest Clinic- 510 Magnolia, Renovation and relocation from St. Joseph's Medical Facility to University Park.
- La Superior Market- 3310 E Main St.: New store, renovation of fire damaged building that was previously a Save Mart Grocery Store.
- DTE Energy Generation Plant- Port of Stockton, complete renovation of electric generation plant.
- Palm Oil Processing Plant- Port of Stockton
- Railroad Rail Welding Facility- Port of Stockton West Facility
- Bio Fuels Facility- Port of Stockton West Facility
- Solar (Photovoltaic) Installations - 302 Residential and 4 Commercial Installations

## Chapter 3 – Implementation of the 2035 General Plan

### Land Use Element

The Land Use Element contains a blueprint for long-term growth and development of the City (e.g. a doubling of population within a triple-sized area over baseline conditions). It also serves as a guide for the day-to day analytical and operational decisions of City staff. The development proposals listed above were found to be consistent with the provisions of the Land Use Element. Therefore, the approval new development as detailed in Chapter 2 above, further implements this element of the General Plan.

The General Plan Land Use Designation Map was amended once in 2013. The General Plan Amendment consisted of a land use designation change from Industrial to Commercial for 6.12 acres to accommodate a new commercial development (drugstore, et al) at 1528 East Fremont Street. A corresponding Zoning District Map amendment from Limited Industrial and Medium Density Residential to Commercial General was also approved by the City Council. This project allowed for the adaptive reuse of the Regional Transit District (RTD) maintenance facility which, in and of itself, is relocating

# Annual Progress Report on the Implementation of the City of Stockton 2035 General Plan **2013**

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to a former food processing and canning plant (Del Monte). No text amendments to the General Plan were considered during 2013.

It is anticipated that a process to create a new General Plan to replace the existing General Plan will begin in mid-2014, along with the preparation of a new, corresponding Capital Improvement Program (CIP), Development and Impact Fee Schedule and Municipal Services Review (MSR).

**Zoning District Map Amendment:** One re-zoning from industrial and residential to commercial was approved in 2013 to facilitate the above-noted retail project located at 1528 East Fremont Street.

**Zoning Ordinance text amendments:** There were no text amendments to the zoning ordinance, known as the Development Code during 2013.

## **Economic Development Element**

Stockton's future economic prosperity is contingent upon achieving a balance between fiscal needs, economic diversification, quality of life, and growth. This Element addresses economic development policies and actions that can help stimulate job growth and business vitality in the City.

The following is a partial list of Economic Development Department (EDD) accomplishments, projects, and initiatives begun, underway, or completed in 2013:

### **Economic Development Division:**

#### **Advantage Stockton:**

AdvantageStockton.com is a web-based site selection tool developed to assist site selector, investors, and business locate available commercial property and vacant land throughout Stockton. The site also provides valuable demographic data and reports, along with GIS mapping and aerial photos. The site was officially launched in January 2013 and currently there are approximately 300 properties listed. Since the program was launched, visitors have conducted over 3,000 property searches. Advertisement ran in national trade publications, such as Area Development and Site Selection magazines, and post cards were created to distribute during trade shows and conferences.

#### **Use Tax Business Incentive Program:**

In response Council's Strategic Initiative 1.3, EDD researched options to maximize the local allocation of sales and use tax that would otherwise be credited by BOE to the

# Annual Progress Report on the Implementation of the City of Stockton 2035 General Plan **2013**

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County tax pool. As a result, the Use Tax Business Incentive program was developed and adopted by Council in October 2013 and became effective on November 22, 2013. Staff is in the process of creating marketing material and engaging with business partners to actively promote the program. A press release was distributed on December 10, 2013 and information will be posted to the City's website in the coming weeks.

## **PACE program:**

Property assessed clean energy, or PACE, financing allows property owners to fund energy efficiency, water efficiency and renewable energy projects with no up-front costs. With PACE, residential and commercial property owners living within a participating district can finance 100% of their project and pay it back over time as a voluntary property tax assessment through their existing property tax bill.

After researching various options, EDD staff determined that the City's best option was to offer a PACE program administered by a third party, with Figtree being selected. City Council approved participation in Figtree's PACE program on August 27, 2013, and financing under the program is now available to businesses located within the City. Figtree presented their program at the Downtown Stockton Alliance's Business Workshop on December 12. A residential HERO PACE Program was approved by the City Council on May 6, 2014.

## **Economic Development Strategic Plan:**

The Council approved a General Fund allocation in EDD's FY2013-14 budget to fund an Economic Development Strategic Plan for the City. The Council approved a contract with Natelson Dale Group on May 6, 2014, that will lead to a SWOT (Strengths, Weaknesses, Opportunities, and Threats) analyses of various strategic objectives, including:

- Identify targeted industries for job creation and retention
- Identify strategies for supporting and growing entrepreneurship and innovation
- Set priorities for proactive economic development efforts for the next five years'
- Establish specific actions or work plans to successfully implement overall strategies
- Establish metrics in which to measure performance and outcomes.

The goal is to complete the strategy in October/November 2014.

# Annual Progress Report on the Implementation of the City of Stockton 2035 General Plan **2013**

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## **Development Impact Fee Reduction and Deferral**

On December 17, 2013, the City Council granted a program extension for the Fee Reduction Program. The CDD Fee Deferral program continues in place for residential projects within the Greater Downtown Stockton Area.

The Fee Reduction Program reduces many Public Facilities Fees (PFF) by 50% on projects throughout the City and exempts residential projects in the Greater Downtown Stockton Area (GDSA). The CDD Fee Deferral Program delays payment of PFF fees typically until close of escrow or first certificate of occupancy for residential projects within the GDSA.

## **PBIDs:**

There are two property based improvement districts (PBIDs) within the City, the Downtown Stockton Alliance (DSA) and Miracle Mile Improvement District (MMID). EDD staff services on both the DSA and MMID boards, as well as serving on their executive committees. EDD staff brings forward each PBIDs annual operating budget, assessments and annual report for Council approval and serves as a liaison between the PBIDs and City Departments. Staff also participates in strategic planning sessions for both the Downtown Alliance and Miracle Mile districts.

EDD staff facilitated a team building workshop for the Downtown Stockton Alliance management team and brought forward an amendment to the Downtown Banner Franchise Ordinance which allowed for additional banners and extended the ordinance by five years, through 2018. Staff also assisted the DSA with completing a grant application with PG&E for a tech incubator in Downtown Stockton. DSA received \$25,000 from PG&E to help fund the incubator and plans are currently underway to host the program at 235 N. San Joaquin Street. EDD serves on the Tech Incubator Committee.

## **New Business Welcome Letters from the Mayor: 1,200**

EDD staff prepares letters each month for the Mayor's signature to newly licenses businesses in Stockton.

## **Economic Review Committee (ERC) Meetings: 40**

The ERC is comprised of representatives from the City's development departments and is a voluntary, free service for commercial developers and business owners. The meetings allow City staff to review proposed projects and comment on preliminary site plans, as well as provide feedback about requirements the project may have prior to

# Annual Progress Report on the Implementation of the City of Stockton 2035 General Plan **2013**

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applying for a planning and/or building permit. These meetings are chaired and coordinated by EDD.

## **Development Fee Estimates: 20**

EDD staff prepares development fee estimates for new commercial/industrial projects. The fee estimates are comprehensive and include impact fees charged by the City, as well as fees the City collects on behalf of outside agencies. Most importantly, this function creates a measure of cost estimation and predictability that is crucial to investment and financing of these projects.

## **Commercial Loan Programs:**

EDD offers several funding programs to support small businesses, including the Small Business Micro Loan, Commercial Facade Improvement Forgivable Loan, Emergency Grant, and Downtown Financial Incentive Program. These programs are promoted through the City's website, brochures, advertisements, and partners such as the Downtown Alliance, Miracle Mile Improvement District, and Chamber of Commerce.

Micro Loans Funded: Three **(3)** loans were funded for a total of **\$70,000**.

Facade Loans granted: Seven **(7)** loans were granted for a total of **\$242,000** in funding.

No applications were received for the Downtown Financial Incentive or Emergency Grant programs.

## **2013 New and Expanding Companies:**

South Bay Auto Auction (New)

Advanced Polymer Technologies (Expansion)

International Windows (New)

Weyerhaeuser (Expansion)

Collins Electrical Co. (Expansion)

Heinz/Ryder Logistics (New)

Sunrise Fruit & Nut Co. (New)

TCP (Expansion)

University Park (Expansion)

Port of Stockton (Expansion)

# Annual Progress Report on the Implementation of the City of Stockton 2035 General Plan **2013**

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DTS Energy Plant (New)

Palm Oil Processing Facility (New)

Amazon (New)

University of the Pacific (Expansion)

Prologis (Expansion)

Union Pacific Railroad Rail Welding Plant (New)

## **Marketing and Business Attraction**

- San Joaquin Partnership:  
City of Stockton EDD contracted with the San Joaquin Partnership to market Stockton and San Joaquin County to commercial and industrial businesses. EDD attended the Society of Industrial and Office Realtors with the San Joaquin Partnership to promote Stockton to local and national brokers. City EDD attended TieCon in Silicon Valley to market San Joaquin County to high tech entrepreneurs.
- Advertisements:  
EDD placed advertisements in the following publications to promote Stockton as a place to do business, as well as AdvantageStockton.com: Site Selection, Area Development, Trade & Industry, San Joaquin Magazine, and the San Joaquin Partnership Annual Report.
- eNewsletters:  
EDD staff created a “Small Business Monthly Update” newsletter and a quarterly business attraction newsletter titled “Stockton Insights” and drafts articles on new or expanding business, business resources, available property, and statistical information for inclusion in the issues. The newsletters are sent to over 1,200 interested parties and the list continues to grow.

## **Central Parking District (CPD):**

The Central Parking District oversees daily operations of two parking garages and 15 surface lots that serve Downtown Stockton. They also operate the Market Street Garage on behalf of the County, who owns the structure. During 2013, CPD staff served over **1,400 monthly parking patrons**, **1,500 daily patrons**, and supported over **110 events**, including Stockton Ports and Stockton Thunder events, that took place at various venues throughout downtown.



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In addition, work is underway to paint the Channel Street Garage, as well as five (5) surface lot booths. Staff is currently working with a parking consultant in assessing the CPD's current operations and developing recommendations for improvements.

## **Asset Management (Real Estate Management)**

EDD staff assisted with acquisition of rights-of-way for various capital improvement projects, alley/street abandonments, leasing of City property, maintenance and security, and disposition of property. Staff conducted a comprehensive review of City-owned assets and prepared a disposition plan of surplus properties for Council approval in May 2013. To date, **eight (8)** of the 38 properties approved for sale by the Council have purchase offers or are in escrow. An additional **five (5)** properties were exchanged in a settlement agreement with Marina Towers LLC. Staff also took measures to better manage the City's real property assets and developed a database that tracks assets owned by the City in addition to lease agreements. Some of the major CIP projects staff supported in 2013 include three acquisitions for the Delta Water Supply project, Port of Stockton entrance expansion at Navy Drive, and several dedications for public rights-of-way and utilities.

## **Housing Division:**

### **Neighborhood Stabilization Program (NSP):**

Through NSP, the City acquires and rehabilitates foreclosed residential properties which are then sold or rented to low or moderate income households. Since the implementation of NSP in 2008:

- 101 homes have been purchased
- 91 of those homes have been rehabilitated and sold to low and moderate income households
- 4 multi-family properties have been purchased or rehabilitated with NSP funds. After rehabilitation, they will provide 111 units of housing affordable for households with incomes below 50% of the Area Median Income.

### **Affordable Rental Housing:**

In addition to the multi-family rental projects funded with NSP, there are two (2) other City-assisted projects underway which will result in an additional 154 units of affordable rental housing. Both projects are expected to be completed in 2014. One project is a 70-unit construction project and the other is the rehabilitation of an 84-unit complex.

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## **Assistance to Home Owners:**

Three (3) loans totaling over \$118,000 have been provided to Stockton residents to rehabilitate their homes.

## **Community Service Activities:**

The following community services are currently funded with Community Development Block Grant (CDBG) dollars:

\$10,000 to Disability Resource Agency for Independent Living

\$30,000 to the Emergency Food Bank for the Mobile Farmer's Market and Farm to Family Produce programs

\$35,000 for Second Harvest Food Bank

\$10,000 for Community Center for the Blind

\$10,000 to San Joaquin County Human Services Agency for the Meals on Wheels program

\$25,000 for the Cold Weather Shelter program

\$55,000 of CDBG funds were provided to New Directions for the installation of solar panels which will reduce their on-going operating costs and Stockton Shelter for the Homeless was awarded \$30,000 of CDBG funds to be used to rehabilitate the restrooms in the family shelter.

\$174,260 of Emergency Solution Grant (ESG) and CDBG funds were provided to Gospel Center Rescue Mission, Haven of Peace, St. Mary's Dining Room, Stockton Shelter for the Homeless, and the Women's Center-Youth and Family Services to reimburse them for operating costs. \$120,000 of ESG funds were also provided to Central Valley Low Income Housing Corporation (CVLIHC) to provide a Homelessness Prevention and Rapid Re-Housing program.

During the 2012-13 program year, CDBG and ESG funds were granted to organizations that provided services to over 189,000 individuals, fed over 515,000 people, and provided emergency shelter for over 5,000 homeless persons.

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## **Successor Agency:**

In October 2013, the Successor Agency sold the B & M Building, now home to the Stockton Convention and Visitors Bureau and Downtown Stockton Alliance, and transferred nine governmental use properties to the City of Stockton, including Dean DeCarli Square, Janet Leigh (Cinema) Plaza, and Weber Point Event Center.

## **Community Design Element**

The purpose of the Community Design Element is to establish qualitative urban design goals and policies. The policies are intended to reinforce communitywide concepts depicting a framework of places, districts, corridors, and landmarks. Implementation of the goals and policies support the design review system that encourages unique quality and innovation.

During 2013, the Community Development Department continued to support the implementation of this element of the General Plan through the on-going site plan and design review of new or modified development projects. The site plan and design review processes ensure that new development in the City is consistent with applicable provisions of the General Plan and Development Code.

## **Districts and Villages Element**

Building off the Land Use Element of the General Plan, this element focuses on the two main components of the community: districts and villages. “Districts” are characterized as neighborhoods and corridors within the developed community. For the district areas, this element will:

- Encourage reinvestment in the existing community
- Promote infill development
- Promote the enhancement and intensification of identified opportunity areas (i.e. corridors, downtown)
- Support the maintenance of existing neighborhoods, and
- Ensure the integration of existing neighborhoods into the design of the overall community.

The second main component of this element addresses development of the new areas on the periphery of the community. These new development areas have been divided into a series of “villages” In this element, the “village” concept will be used to:

- Develop new neighborhoods that combine a mix of residential, commercial, school, public, and recreational uses;

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- Promote a mix of residential densities and result in a more efficient use of land;
- Provide an enhanced circulation system that encourages alternative forms of movement, including transit, bicycles, and pedestrians.

During 2013, the Community Development Department, staff in concert with the Climate Action Plan Advisory Committee (CAPAC) developed a draft Climate Action Plan (CAP) that supports several General Plan goals, policies, and implementation measures. The CAP which was released for formal public review on February 5, 2014, identifies a number of strategies (e.g. 3,000 dwelling units of transit-oriented Downtown infill development), that assist in the implementation of the 2035 General Plan, including:

- Policy DV-2.1: Revitalize Downtown Stockton
- Policy DV-2.2 Downtown High-Density Residential Development
- Policy DV-2.3 Downtown Housing Goals
- Goal DV-3 Promotion of Reinvestment in the Developed portions of the Planning Area.
- Policy DV-3.4 Redevelopment Incentives. The City has implemented a Fee Reduction Program (Program) for Downtown development that works as follows: The Program reduces many Public Facilities Fees (PFF) by 50% on projects throughout the City and exempts residential projects in the Greater Downtown Stockton Area (GDSA). The CDD Fee Deferral Program delays payment of PFF fees typically until close of escrow or first certificate of occupancy for residential projects within the GDSA.

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## **Transportation and Circulation Element**

The community's livability depends on a safe, efficient transportation and circulation system that facilitates access to employment and educational centers, commercial and recreational opportunities, and public services and amenities. The Transportation and Circulation Element recognizes and supports the requirement that the transportation system of the Stockton Metro area must accommodate a complex combination of automobiles, trucks, trains, ships, planes, and bicycles, as well as transit vehicles and pedestrian traffic.

### **8.1 General**

#### **TC-1.4 Transportation Improvement Financing**

The Capital Improvement Program (CIP) included \$750,000 for the Neighborhood Traffic Management Program (NTMP), which resulted in the installation of traffic calming measures, such as speed humps/cushions, in 16 neighborhoods.

#### **TC-1.5 Other Funding**

The Public Works Department (PWD) initiated the preliminary engineering, environmental, design and/or construction phases for the following Congestion Mitigation and Air Quality (CMAQ) projects:

- Benjamin Holt Drive/Inglewood Avenue Traffic Signal
- Benjamin Holt Drive/Cumberland Place Traffic Signal
- Bus Rapid Transit (BRT) Phase 2 on Airport Way - modify traffic signals to provide bus priority
- BRT Phases 3 and 4 on Hammer Lane - modify traffic signals to provide bus priority
- Davis Road/Wagner Heights Road Traffic Signal
- March Lane Adaptive Traffic Signal Control
- Pershing Avenue Adaptive Traffic Signal Control
- Wilson Way Adaptive Traffic Signal Control
- Miner Ave & Filbert Street Traffic Signal

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- Swain Road & Montauban Roundabout
- Upgrade traffic signal cabinets and controllers at 20 locations
- Install fiber optic network cabling to traffic signals in Weston Ranch

PWD completed construction of signal modifications to the El Dorado Street/Martin Luther King Boulevard intersection with the use of Highway Safety Improvement Program (HSIP) Cycle 4 funds.

PWD initiated preliminary engineering on the following HSIP Cycle 5 projects totaling \$2.3M:

- Flashing Beacons on 8 Streets
- Harding Way/El Dorado St. and Harding Way/Center St. Signal Modification
- California St./Washington St. and California St./Lafayette St. Signal Modification
- Emergency Vehicle Pre-emption systems at 21 signalized intersections throughout the City

PWD submitted grant applications for five projects that were funded by \$2.5M in Federal grants as part of the HSIP Cycle 6 as follows:

Project	Total Cost	Fed \$\$
Arch-Airport Road & B Street Traffic Signal	\$ 562,700	\$ 506,300
West Lane Ped Access Improvements	\$ 1,050,000	\$ 944,900
Responsive Traffic Signal Control on El Dorado Street	\$ 210,000	\$ 188,900
Rectangular Rapid Flashing Beacons	\$ 581,000	\$ 522,900
Traffic Signal Head Visibility Improvements (8" to 12") at 29 locations	\$ 428,400	\$ 385,400
<b>TOTALS</b>	<b>\$ 2,832,100</b>	<b>\$ 2,548,400</b>

## TC-1.7 Road Improvements

Public Works played an active role in the I-5 Widening Phase 1 (between Country Club and Hammer Lane) project, which is under construction.

## TC-1.8 Improvement of Existing Roadways

The following street segments were resurfaced as part of the annual maintenance of existing roadways:

- Thornton Road

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- Bristol Street
- Crafton Way
- Hunter Street
- Lincoln Street
- Tristan Circle
- Hammer Lane
- Stanislaus Street
- Arch Airport Rd

## **TC-1.9 Demand Reduction and Capacity Expansion**

Public Works managed Bus Rapid Transit (BRT) Phases 2, 3 and 4.

## **TC-1.10 Provision of Transportation Infrastructure and Cost Sharing**

Public Facility Fees have been collected for the signalization of Arch-Airport Road and B Street.

## **8.2 Streets and Highways**

### **TC-2.2 Existing Service Levels**

Public Works have received a CMAQ grant to install traffic adaptive signal control along a 4.9 mile stretch of Pershing Avenue between Fremont Street and Hammer Lane. This project should help Pershing (between I-5 and Brookside) operate better than the Level-of-Service (LOS) F threshold listed under TC-2.1: Level-of-Service Standards.

### **TC-2.6 Priority for Street and Highway Improvements**

As listed above, Public Works have received millions in grant funding to implement projects “that increase safety, minimize maintenance costs, improve air quality, increase the efficiency of the street system, and reduce the dependence on single occupant vehicles (SOV) for commuting.”

### **TC-2.7 Efficient Traffic Flow**

Grade separation projects include:



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- Sperry Road Extension- an elevated four-lane facility between Performance Drive and French Camp Road.
- Eight Mile Road / UPRR (East)-an elevated ultimate eight-lane facility between Leach Road and Golfview Road
- Eight Mile Road / UPRR (West) –an elevated ultimate eight-lane facility between Davis Road and Marlette Road
- Lower Sacramento Road / UPRR- an underpass ultimate six-lane facility between Grider Way and Marlette Road

## **TC-2.8 Traffic Signal Management**

As listed above, Public Works have received grant funding to improve signal coordination of the following streets:

- El Dorado Street
- March Lane
- Pershing Avenue
- Wilson Way

## **TC-2.10 Freeway Interchanges**

Public Works played an active role in the French Camp Road/I-5 Interchange project, which is under construction.

## **TC-2.11 Inter-Neighborhood Traffic**

The purpose of the Neighborhood Traffic Management Program (NTMP) is to not only reduce vehicular speeds, but to also “encourage inter-neighborhood traffic movement on arterial and collector streets and discourage such traffic from using neighborhood streets.”

## **TC-2.12 Neighborhood Street Design**

The Street Design Guidelines were updated in July 2013. The eight-lane cross roadway section is no longer included in the Guidelines.

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## **TC-5.4 Pedestrian Walkways for Commercial Developments**

Public Works completed the Airport Way Beautification (between 10<sup>th</sup> and 12<sup>th</sup> Streets) and El Dorado Street Widening (between Mariposa Avenue and Calaveras River) Projects “to enhance pedestrian pathways through landscaping,”

## **Public Facilities and Services Element**

Existing uses and development within the City are dependent upon a complicated network of public facilities and services. The Public Facilities and Services Element helps to strategically plan and coordinate the infrastructure and delivery of water to police and fire protection to libraries.

### **Water**

In 2006, the City of Stockton secured a new supplemental water supply from the San Joaquin/Sacramento Delta under its first-ever water right. After many years of planning, design and construction the first phase of the Delta Water Supply Project was completed in 2012. This Project provides up to 30 mgd of treated water surface water that meets or exceeds all regulatory requirements for potable water and will meet system water demands for many years into the future. Other notable recent achievements include a new storage reservoir in the South Stockton Water System at Weston Ranch, a new interconnect with the California Water Service Company for the Diamond Walnut Water System and system extension to the new California State Prison Healthcare Facility in South Stockton.

### **Wastewater**

In 2011, the City Council approved a Capital Improvement and Energy Management Plan (CIEMP) for the Regional Wastewater Control Facility with the primary objective to identify, budget, and prioritize necessary improvements at the RWCF through the year 2035. The secondary objective is to identify energy development projects that will reduce energy costs and provide reliable renewable energy alternatives to the current utility provider. The design of the first major capital improvement project contained in the CIEMP began in 2013. That project is to build a new Headworks Facility to better control, screen and remove grit from the incoming collection system. Many other collection system projects have been completed or are in planning, design or construction. In 2009, the City entered into a five year Consent Decree to reduce the number of sanitary sewer overflows from the collection system. The City is expecting a new Wastewater National Pollution Discharge Elimination System (NPDES) Permit in

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mid-2014 that will require additional treatment to remove ammonia and nitrates from the treated wastewater.

## **Stormwater**

After a failed Proposition 218 effort in 2010 to increase the stormwater fee that dates back to the early 1990's, the stormwater utility is managing to fund only routine infrastructure maintenance and storm sampling. The City is also awaiting a new stormwater NPDES Permit in 2014 that may require additional efforts to protect receiving waters.

## **Public Safety**

The ranks of the Police and Fire Departments have been reduced significantly over the last several years as the City has dealt with a Council declared Fiscal Emergency. In June 2012, the City Council voted to declare Chapter 9 bankruptcy. As part of the Plan of Adjustment to exit bankruptcy, on July 9, 2013 the City Council placed Measures "A" and "B" on the November 2013 ballot. Measure "A" proposed increasing the sales tax rate from 8.25% to 9% effective April 1, 2014. Measure "B" is an advisory measure that sought the public's input on how to spend the proceeds of Measure "A" if passed. Both measures were approved by the voters on November 5, 2013, and the City is now collecting the additional sales tax proceeds to pay for an additional 120 police officers, equipment, and support personnel. The Fire Department is filling some positions previously left un-filled.

## **Recreation and Waterways Element**

This chapter identifies goals, policies and implementation programs designed to provide the continued maintenance and improvement of existing areas and facilities as well as provide new and expanded facilities where there is demand. In 2013, due to the City's on-going fiscal challenges and continued lack of demand for new residential development, the City is striving to maintain its existing recreational facilities with the limited City resources available.

In 2013, the Public Works Department completed a State Grant funded bike path landscape project along the section of the East Bay Municipal Utility Department's Right of Way, east of Pershing Avenue on the south side of March Lane. The project serves as a water conservation demonstration landscape by utilizing exclusively drip irrigation and water conserving plant materials together with hardy Fescue turf.

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In addition, an Urban Forestry survey was completed by the Davey Tree Service company utilizing US Forestry Service grant monies. The survey data will be incorporated into the City's Computerized Maintenance Management System to assist the Street Tree Division in preparing tree service contracts as well as when the Division is eventually able to secure General Fund budget allocation to pursue an Urban Forestry Management Program.

Maintenance for both General Fund and the Stockton Consolidated Landscape Maintenance district parks, street landscaping, bikepaths and other public open spaces continued to be maintained by private contract. Contracted services amounted to over \$2.7 million and utilized a portion of Gas Tax revenues, General Fund taxes as well as special Maintenance Assessment District taxes.

## **Health and Safety Element**

Two of the State required General Plan Elements are the Safety and Noise Elements. This General Plan has combined the required components of these two State-mandated elements into this Health and Safety Element. These goals and policies in this element are designed to protect and enhance public health and safety throughout the community.

Significant progress has been made by the City protecting its residents and property from noise nuisances, seismic and geologic hazards, flooding, air quality, and human made hazards. Additionally, special concessions are provided for emergency operations that support and direct public safety actions during times of emergencies. Vigilance must be maintained to provide continued protection and to maintain programs and facilities that minimize risk. For example, Stockton depends on levees constructed along its sloughs and creeks and along the Calaveras River and San Joaquin River to protect the city from a 100-year flood. Programs in conjunction with other State and Federal agencies insure the continued maintenance of the levees supported by this General Plan.

The passage of Senate Bill 5, also known as the Central Valley Flood Protection Act in 2007 requires that the City of Stockton provide a 200-year flood protection standard by 2025. During 2013, City staff continued to coordinate with the State Department of Water Resources, the Central Valley Flood Protection Board, and the San Joaquin Area Flood Control Agency (SJAFC) to meet the requirements of flood protection related legislation. The new General Plan will need to contain policies and programs consistent with Senate bills (SB) 5 and 17, Assembly Bills (AB) 5, 70, and 156. A sixth bill passed

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in 2007 AB 162, requires additional consideration of flood risk in local land use planning throughout California.

In addition, ordinances adopted by the City provide additional safety measures that insure structural integrity of buildings and provide for the proper storage and disposal of solid and hazardous waste.

General Plan policies are directed toward providing an acceptable level of protection to the developed portion of the city and to new General Plan identified growth areas. These are often manifested through construction of facilities and maintenance of existing control measures. In addition, provisions are in place for management programs including land use controls and participation in the local, State and Federal risk management organizations that support the safety policies and programs described in this element.

## **Youth and Education Element**

Stockton has identified services and programs for youth and education as key to the community's quality of life. The City and its residents face unique challenges in sustaining existing programs while developing new services and delivery systems as the city grows and changes. There is a demand for affordable quality childcare, especially for infants that will only increase as the city expands. Stockton recognizes the benefit of working in partnership with other groups and organizations that provide social services to the community.

Within City Government, the Community Services Department provides many of the services, such as: recreation activities, education programs, daycare, and after school care. Many of these services require extensive programming and partnerships with other City departments and outside organizations. During 2013, the Community Services Department continued to provide activities and programs given limited resources.

## **Natural and Cultural Resources Element**

The purpose of the Natural and Cultural Resources Element is to protect and enhance the natural and cultural resources that make the City of Stockton unique. California State Law requires every city and county to adopt and maintain both conservation and open space elements as part of their general plan. This Natural and Cultural Resources Element is designed to cover the required components of both State mandated elements.

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General policies in this element provide the overall direction for protection and enhancement of existing resources at a citywide and regional level. The element goes on to address specific areas of importance such as hydrology, biological, cultural, agricultural, soil, scenic, and mineral and energy resources. The protection of each aspect of Stockton's environment is met with the direction provided for by residents to enhance their surroundings and ensure continued use and availability of these resources to future generations. In 2013, the Community Development Department continued to coordinate and support San Joaquin Council of Governments, Inc. (SJCOG Inc.). SJCOG, Inc. administers the San Joaquin Multi-Species Habitat Conservation and Open Space Plan to protect critical habitat areas that support endangered species and other special-status species. Community Development Department staff actively participates in the Habitat Technical Advisory Committee (HTAC) meetings and other functions.

## Chapter 4 – Housing Element

The Housing Element of the General Plan analyzes the City's housing needs and identifies a set of goals, quantified objectives, and financial resources to preserve, improve and develop new housing units. State law requires the Annual Report to include "...the progress in meeting its share of regional housing needs..." for monitoring the success of implement the Housing Element.

The following is a summary of the progress that has been made in implementing the policies of the Housing Element.

### Goal HE-1: Adequate Sites

1. Adequate Sites Monitoring – No new actions were taken in 2013.
2. No Net Loss Zoning – No new actions were taken in 2013.
3. Settlement Agreement Implementation – Public draft Climate Action Plan acknowledges the 2008 Settlement Agreement requirement to plan for 4,400 housing units in the Greater Downtown Area, and 14,000 units within the 2008 City limits by build-out, and to incentivize infill including a goal of 3,000 units by 2020 for the Greater Downtown Area. (CAP Greenhouse Gas Reduction Measure Trans-1). The Housing Element Housing Opportunity Sites Inventory identified both maximum unit capacities and realistic unit capacities for sites in the Downtown core and balance of the City. Additional site analysis will be needed to identify all of the land required to fulfill the noted unit goals.

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## **Goal HE-2: New Housing Development**

4. Housing Stock Review – No new actions were taken in 2013.
5. Public Facilities Repair and Replacement – Due to lack of funding, no new actions were taken in 2013.
6. Fiscally-Positive Fees – Fee structure is currently under review.
7. Promotion of Second Unit Development – The City has a secondary dwelling unit ordinance that is part of the Development Code. The Secondary Dwelling Unit ordinance is easy to understand and implement. Counter staff is well versed in its requirements and assists in the development of secondary dwelling units.
8. Lower the Costs of For-Sale and Rental Housing – This implementation measure lists the General Fund as a potential funding source. Due to the City's fiscal challenges, this activity has not been funded.

## **Goal HE-3: Affordable Housing**

9. Review Affordable Housing Programs – The housing programs have been reviewed and updates are currently being drafted to make the programs reflect current market conditions. Through the current programs, 21 households were provided down payment assistance, five owner-occupied single-family homes were rehabilitated, and five multi-family complexes were being constructed or rehabilitated which will result in a total of 257 units. Twenty of these units will be restricted to Extremely Low Income Households (30% of AMI), 80 to Very Low Income Households (50% AMI) and 157 to Low Income Households.
10. Coordination with the Housing Authority of the County of San Joaquin – The Housing Authority continues to implement the Section 8 Voucher Program.
11. Apply for Additional State and Federal Funding – The City continues to apply annually for Federal CDBG, HOME and ESG funding and is continuing to use State CalHome funds to support our affordable housing programs.
12. Support Housing Organizations and Affordable Housing Developers – The City continues to provide support to organizations developing affordable housing. In 2013 the City supported four applications made to the California Low Income Housing Tax Credit Committee, two of which were awarded tax credits.
13. Inclusionary Housing Program – No new actions were taken in 2013.
14. Continue to Operate a Down Payment Assistance Program – The City continued to operate its Down Payment Assistance Program. In 2013, 21 households were provided down payment assistance.

## **Goal H-4: Infill/Downtown Housing**

15. Development Outside Infill Areas – No new actions were taken in 2013.
16. Infill Housing Plan Program – No new actions were taken in 2013.
17. Infill Team – No new actions were taken in 2013.
18. Infill Site Assembly – Due to the elimination of Redevelopment Agencies, the City no longer has the authority to assist with assembling property.



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## Goal H-5: Mitigate Governmental Constraints

19. Development Code Amendments - No new actions were taken in 2013.
20. Review Development Code Standards - No new actions were taken in 2013.
21. Update Density Bonus Provisions - No new actions were taken in 2013.
22. Monitor Article 34 Authorization: Article 34 authority was approved by voters in November, 2010 and since that time, staff has monitored the number of units approved under the provision.
23. Monitoring the Administrative Use Permit (AUP) Process for Multi-Family Housing - No new actions were taken in 2013.
24. Monitoring Fees – Review of fees is underway.

## Goal H-6: Maintaining and Preserving Existing Housing

25. Preserve At-Risk Units - The City provided funding for the rehabilitation of an “at-risk” complex which resulted in 84 units of housing remaining affordable for low-income households.
26. Continue to Operate Stockton’s Housing Rehabilitation Programs - The City continued to operate its Housing Rehabilitation programs, which resulted in five owner-occupied single family homes being rehabilitated.
27. Continue to Operate Stockton’s Housing Code Enforcement Program – During the 2012/13 fiscal year, 4,420 housing units in low-income areas were inspected for code compliance.
28. Housing Element Coordination – No new actions were taken in 2013. The City will prepare a new Consolidated Plan in 2015 and the programs and strategies will be coordinated with those of the Housing Element.

## Goal HE-7: Housing for Special Needs

29. Zoning for Emergency Shelters – No new actions were taken in 2013.
30. Support for Existing Shelters – The City continues to apply for Federal ESG funds.
31. Alternative Shelter Arrangements – The City, San Joaquin County, Stockton Shelter for the Homeless, and the Housing Authority collaborate to provide a Cold Weather Shelter Overflow Program.
32. Homeless Survey Assistance - City staff participated in the biannual survey of the homeless population.
33. Continue to Support Organizations Assisting Homeless Persons - In 2013 the City provided approximately \$200,000 of Emergency Solutions Grant (ESG) and Community Development Block Grant (CDBG) funding to seven emergency shelters. These funds assisted in housing over 5,000 households and providing over 515,000 meals to the homeless. A Homeless Prevention and Rapid Re-Housing rental assistance program funded with ESG funds assisted 400 people.

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34. Reasonable Accommodation Code Amendments – Chapter 11 A Housing Accessibility of the 2012 International Building Code has been revised in its entirety. Change Significance: Department of Housing and Community Development (HCD) has continued the adoption of chapter 11 A with many amendments throughout. Most of the adopted modifications are intended to incorporate new language from Chapter 11 B and the 2010 ADA in an effort to maintain the same technical requirements for common use and public use in Chapter 11 A and Chapter 11 B, respectively. Chapter 11 B This chapter has been revised in its entirety. Change Significance: The Historic update of California accessibility regulations integrated the most accessible provisions of the 2010 Americans with Disabilities Act (ADA) standards and the 2010 CBC into a single comprehensive set of criteria. The new Chapter 11 B used the 2004 ADA accessibility guidelines as the base model and the format and organization of the 2010 ADA standards. The revisions and the reasons are found in the Express Terms and Initial Statement of Reasons (ISOR) located at: <http://www.dgs.ca.gov/Programs/progAccess/access2013>.
35. Reasonable Accommodation Public Outreach – The International Code Council principal purpose is to provide knowledge and facts relating to building construction as it pertains to the regulations set forth in the 2012 International Building Code. In this effort they hold many interactive public hearings throughout a period of three years, to discuss the vast quantity of accessible materials and the most effective methods of achieving code compliance which are voted upon to be adopted in the new code adoption cycle.
36. Continue to Assist the Disabled in CDBG Project Areas – The City provided CDBG funds to the Disability Resource Agency for Independent Living for the construction of wheelchair ramps and other adaptive aids. The City also includes accessibility features in homes that are rehabilitated when they are needed.
37. Universal Design – No new actions were taken in 2013.
38. Assist Farm Workers – No new actions were taken in 2013.

## **Goal HE-8: Promoting Fair Housing**

39. Impediments to Fair Housing Report – An Analysis of Impediments to Fair Housing was prepared in 2010 and an other analysis is scheduled to be completed in 2015.
40. Public Education - The City provides information regarding Fair Housing on its website and works with San Joaquin Fair Housing to conduct workshops when needed.
41. Continue to Support Local Fair Housing Groups – The City continues to provide CDBG funding to support San Joaquin Fair Housing.

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42. Fair Housing Referral and Brochures – The City continues to make referrals to San Joaquin Fair Housing.

## **Goal HE-9: Addressing the Impacts of Foreclosures**

43. Foreclosure Acquisition and Rehabilitation - The City continues to operate the Neighborhood Stabilization Program (NSP). Loans were provided to non-profit housing developers to acquire and rehabilitate sixteen foreclosed homes in 2013. Since the program began in 2009, over 100 foreclosed homes have been purchased and rehabilitated. To date, 94 of them have then been resold to low and moderate income households.
44. Foreclosure Prevention Information – Foreclosure prevention information is available on the City's website.
45. Nuisance Abatement in Foreclosure Impacted Areas – The City Neighborhood Services Division of the Police Department continues to target nuisance complaints in all areas of the City, including those areas that have been inordinately impacted by foreclosure activity.
46. Neighborhood Stabilization Program Funds – The City continues to utilize NSP funds as noted above. In addition to the single-family acquisitions, NSP funds have also been used to acquire and/or rehabilitate five apartment complexes. Upon completion of the rehabilitations, the projects will provide 122 housing units which will be available to households with rents at or below 50 percent of the Area Median Income (AMI).

## **Goal HE-10: Energy Conservation and Waste Reduction**

47. Landscaping Standards - Draft language is included in draft Climate Action Plan
48. Build It Green Standards – Changes to the California Building Code in recent years have resulted in improvements to overall residential building energy efficiency.
49. Local Assessment District – PACE Program approved by City Council in 2013
50. Enforce Energy Efficiency Standards - On-going implementation of energy efficiency standards by the Building Division of the Community Development Department.
51. Energy Efficiency Through Planning – On-going.
52. Weatherization activities - Weatherization and energy efficiency upgrades are a part of the NSP and Rehabilitation Program.

## **Administration and Implementation**

53. Implementation Reporting – 2013 Annual Report
54. Biannual Staff Review – Subject to resource availability
55. Housing Element Implementation - 2013 Annual Report

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TABLE 4-1 SUMMARY OF QUANTIFIED OBJECTIVES

	Program		Extremely Low	Very Low	Low	Moderate	Above Moderate	TOTAL HOUSEHOLDS
<b>New Construction</b>								
7	Promotion of Second Unit Dwelling	Objective	0	0	0	30	0	30
		To-Date						
11	Additional State and Federal Funding	Objective	75	200	200	100	0	575
		To-Date	41	189	113	0	0	343
16	Infill House Plan Program	Objective	0	0	0	10	20	30
		To-Date				0	0	0
21	Update Density Bonus Provisions	Objective	0	50	100	25	0	175
		To-Date						
<b>Rehabilitation/Preservation</b>								
25	Preserve At-Risk Units	Objective	0	296	44	0	0	340
		To-Date	0	21	62	0	0	83
26	Housing Rehabilitation Programs	Objective	0	0	150	0	0	150
		To-Date	3	8	34	0	0	45
<b>Homeownership</b>								
14	Down Payment Assistance Program	Objective	0	0	125	0	0	125
		To-Date	0	0	5	0	0	5
43	Foreclosure Acquisition and Rehabilitation	Objective	0	0	50	100	0	150
		To-Date	0	0	38	60	0	98
<b>Other</b>								
10	Coordination with Housing Authority	Objective	50	50	0	0	0	100
		To-Date						
	TOTAL UNITS	OBJECTIVE	125	596	669	265	20	1,675
		TO-DATE	44	218	252	60	0	574

# Annual Progress Report on the Implementation of the City of Stockton 2035 General Plan **2013**

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## Chapter 5 – Turning a Corner

The City is turning a corner, away from business as usual, more towards defining a new normal that is predicated upon best municipal practices. To wit, the City is well positioned to meet its policy and operational objectives, as well as several new State mandates, as buoyed by the recent passage of Measures A and B for police services, the Bankruptcy Recovery Plan of Adjustment, the Long Range Financial Model, the Implementation Action Plan for Development Services, the Urban Land Institute Action Matrix for Downtown Revitalization, and the pending completions of a Climate Action Plan, Development Impact Fee Studies, and an Economic Development Strategic Plan. Into this mix comes the strategic initiative to prepare a new General Plan and corresponding Capital Improvement Program that is reflective of a post-Great Recession/post-municipal bankruptcy era and new State mandates for climate action planning and floodplain management. Details of the construct of the new General Plan /Capital Improvement Program include:

- An 18 to 24 month work program
- Utilizing economic data to maximize opportunities for employment growth
- A resolved focus on strengthening existing communities
- A transition towards reduced vehicle-miles traveled and infill development
- Responsible approach to existing development obligations at the periphery
- Resolution of the settlement agreement
- Compliance with State mandates

In closing, the City of Stockton has made moderate strides towards implementing the 2035 General Plan over the past year. These successes were obviously constrained by economic conditions, staffing limitations, the uncertainty of a mid-bankruptcy era, and a tempered development market. However, despite these constraints, the City continues to move forward with a variety of activities that implement the General Plan and otherwise better the community. The City of Stockton and the Community Development Department, in particular, look forward to the coming year and the greater strides that are anticipated.

12.9 14-0776

**STOCKTON UNIFIED SCHOOL DISTRICT CONTRACT FOR AFTER SCHOOL PROGRAMS**

**RECOMMENDATION**

*It is recommended that the City Council adopt a motion authorizing the City Manager to execute the Stockton Unified School District (SUSD) Contract Regarding After School Safety and Enrichment Program (ASES) (Attachment A). The School District is a grant recipient and wishes to contract with the City of Stockton to staff and administer after-school programs at six (6) sites within SUSD for the 2014-15 fiscal year, for an amount not to exceed \$411,000. It is further recommended that the motion authorize the City Manager to make any and all appropriations and transactions appropriate to carry out funding for the program.*

**Department:** Community Services

**Attachments:** Attachment A - 2014-15 SUSD After School Program Contract



# City of Stockton

## Legislation Text

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File #: 14-0776, Version: 1

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### STOCKTON UNIFIED SCHOOL DISTRICT CONTRACT FOR AFTER SCHOOL PROGRAMS

#### RECOMMENDATION

It is recommended that the City Council adopt a motion authorizing the City Manager to execute the Stockton Unified School District (SUSD) Contract Regarding After School Safety and Enrichment Program (ASES) (Attachment A). The School District is a grant recipient and wishes to contract with the City of Stockton to staff and administer after-school programs at six (6) sites within SUSD for the 2014-15 fiscal year, for an amount not to exceed \$411,000. It is further recommended that the motion authorize the City Manager to make any and all appropriations and transactions appropriate to carry out funding for the program.

#### Summary

The District will pay the City up to \$411,000 during fiscal year 2014-15 to staff and administer after-school programs at six (6) SUSD elementary schools: Harrison, Hazelton, Hong-Kingston, Marshall, Pulliam, and Spanos. The contract is reimbursement-based whereby the City invoices SUSD for actual hours staffed, and SUSD remits payment to the City for services, up to the contract limits defined in the Reimbursement Table (Attachment A, Exhibit B).

#### DISCUSSION

##### Background

The Recreation Division of Community Services Department has provided after-school programs for over twenty years to elementary school students in Stockton. These programs are developed to keep children in the community safe, provide academic enrichment, homework centers, tutors, and a range of cultural, developmental, and recreational opportunities to families for low or no cost. For many years, several local agencies, including City of Stockton's Recreation Division, received grants to directly operate after-school programs. In 2004, grantors began to consolidate similar grants, and school districts became the primary grant recipients. At that time, two local school districts began a contractual relationship with the City to provide the actual services, based on the City's expertise and familiarity with after-school recreation and enrichment programs.

In 2014-15, the City of Stockton will provide services to nineteen schools pursuant to agreements with the Lodi and Stockton Unified School Districts. The Lodi Unified School District Agreement was approved by Council on June 10, 2014. The City, in its agreement with SUSD, is responsible for: staff recruitment, background checks, training and scheduling, programing, and oversight. SUSD is responsible for facilities and related facility cost, student registration, grant application administration, and contract compliance reporting. Approximately 100 part-time/seasonal City staff perform the day-to-day program tasks and related training at all school sites. Full-time City staff recruit, interview,



schedule testing, process payroll, prepare invoices, and manage the contract relationship with the District.

The City allocates Recreation supervisory costs to its After School Program Division based on the proportion of program to total staff assigned to the respective supervisor. Managerial salaries are allocated to the After School Program based on the percentage of program to total department expenditures. The SUSD contract does not reimburse the City for supervisory and managerial costs or for any administrative or support costs for time card processing, budgeting, invoice preparation and payment, etc. Unreimbursed supervisory, administrative, and managerial costs for the SUSD contract, using allocation methodologies mentioned above, are estimated at \$64,000.

In keeping with the goal of transparent reporting for funds and programs, these costs have been identified and will be recorded in the same accounting division as revenues and direct program costs. Reimbursement from the District is based upon the program management practices specific to each District and can vary in relation to the percentage of City costs for which they compensate. Accordingly, a direct relationship may not exist between the number of schools and the size of the City match in any given contract. For example, the Lodi Unified School District After School Program contract includes 13 school sites and has an estimated unreimbursed program cost of \$56,000. The unreimbursed program cost for the 6 site SUSD contract is approximately \$64,000. The reason for this difference is twofold: SUSD reimburses for fewer costs, and management overhead costs are allocated per contract, not per school site.

### Present Situation

Although no longer a first-tier grant recipient, the City has maintained a commitment to fulfill an important need in the community and has partnered with Stockton Unified School District to offer quality after-school programming at various sites within the District. The collaborative arrangement has proven to be very successful with 666 students expected to register daily in the 2014-15 school year.

SUSD is required to account for a match of indirect service costs in order to be eligible for grant funding. The City of Stockton's estimated \$64,000 of support contributes to the SUSD match requirement which allows the District to qualify for the grant and thereby hold the program. The capacity of the program is 111 students at each of 6 schools, or 666 students, for 3 to 5.75 hours every school day for ten months per year. Recreation staff believes the service level of this program, and its contribution to the community outweighs the associated administrative and managerial costs.

### FINANCIAL SUMMARY

Stockton Unified School District will reimburse the City based on the attached Reimbursement Table (Attachment A, Exhibit B) for direct staffing, training, and site meetings, not to exceed \$411,000 to conduct after-school programs at the six (6) SUSD facilities. Costs of overall Recreation management, administration, technology use, and program supervision are not reimbursed under the contract and are estimated at \$64,000 for the contract period; these costs are included as part of the General Fund allocation to Community Services-Recreation included in the 2014-15 Adopted Budget.

This agreement commences on August 4, 2014, and ends on June 30, 2015. Contract revenue and program expenditures will be accounted for in the general ledger division 044-3636, Recreation After-

School Programs. Revenue and expenditure appropriations for this program, sufficient for the stated contract amount, are included in the 2014-15 Adopted Budget. No further appropriation action is required.

Attachment A - SUSD 2014-15 After School Safety and Enrichment Program (ASES) Contract

**CONTRACT REGARDING  
AFTER SCHOOL SAFETY AND ENRICHMENT PROGRAM (ASES)**

THIS CONTRACT is made effective August 4, 2014, between the Stockton Unified School District (“District”), and the City of Stockton (“City”).

RECITALS

District and City have a mutual interest in providing community education centers to keep children safe in the after school hours and provide academic enrichment, homework centers and tutors, and a range of cultural, developmental and recreational opportunities.

Through this Contract, District and City, with the assistance of other community providers (collectively, “the partners”), will be able to offer academic enrichment opportunities as well as a broad array of additional support services to reinforce and complement the District’s academic program.

NOW, THEREFORE, the parties agree as follows:

**I. SCOPE OF SERVICES:**

A. City shall perform all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Work Program, attached hereto and incorporated herein by this reference as Exhibit “A” and in the City’s Responsibilities, Services to Be Rendered, and Matching Fund Commitment and Documentation, attached hereto and incorporated herein by this reference as Exhibit “B.” The District will assist in implementing the Work Program as outlined in the District’s Responsibilities, attached hereto and incorporated herein by this reference as Exhibit “C.”

B. City and its agents for purposes of this Contract are independent contractors and not employees of the District. All employees, agents, contractors or subcontractors hired or retained by City are employees, agents, contractors or subcontractors of City and not of the District. City shall be the primary provider of training and technical assistance for its members. The District shall not be obligated in any way to pay any wage claims or other claims made against City by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract. City shall be responsible for ensuring that all its members utilized at a school site have the appropriate skills for such a placement and meet the District’s qualifications for a paraprofessional (See Exhibit “G”). City shall also ensure that fingerprinting and TB skin tests have been completed for its members, employees and agents prior to performing any work under this Contract. Additional specific requirements regarding fingerprinting are set forth in Section XIII.

## II. TIME OF PERFORMANCE:

This Contract is to begin upon execution of this Contract by the District and, unless terminated earlier as provided herein, shall end on June 30, 2015.

## III. COMPENSATION:

A. City shall be paid the amount indicated in the approved grant application of the After School Partnerships Office with the California Department of Education, less the District's indirect cost and any reductions that may occur from fiscal action(s) by the District. The contract amount shall not exceed \$411,000.

B. Payment shall be made monthly upon submittal of an invoice by City detailing the Member Support Cost for the month and shall indicate the amount due.

C. If this Contract is terminated at the request of the District, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract.

## IV. TERMINATION:

This Contract may be terminated, without cause, at any time by the District or the City upon thirty (30) days' written notice. In the event of any such termination, City shall be compensated as provided in III.C. above.

Notwithstanding any provisions of this Contract, City shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this Contract, whether intentional or negligent, and the District may withhold any payments due to City until such time as the exact amount of damages, if any, due the District from City is determined.

## V. CHANGES:

The District may, from time to time, request changes in the scope of the services of City to be performed. Such changes, including any increase or decrease in the amount of compensation, must be authorized in advance by the District in writing and agreed to by both parties. Mutually agreed changes shall be incorporated in written amendments to this Contract including the Exhibits.

## VI. COMPLIANCE WITH LOCAL LAW:

City shall comply with all applicable laws, regulations, ordinances, and codes of federal, state and local governments and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

## VII. WARRANTY:

City is qualified to properly provide the services set forth in Exhibits “A” and “B” in a manner which is consistent with the generally accepted standards of the profession that provides these services. City will perform the services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

## VIII. ASSIGNABILITY:

City shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the District, which consent will not be unreasonably withheld.

## IX. INDEMNITY AND LITIGATION COSTS:

City shall indemnify, defend, and hold harmless the District, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorney’s fees arising out of or in connection with its own or its agents’ negligent performance of work, except such loss or damage which was caused by the sole negligence, or willful misconduct of the District.

The District shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorney’s fees arising out of or in connection with its own or the partners’ negligent performance or willful misconduct of work, except such loss or damage which was caused by the sole negligence, or willful misconduct of the City.

## X. INSURANCE:

A. City 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 this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best’s rating of no less than A: XI.

B. Prior to execution of this agreement and prior to commencement of any work, the City shall furnish the District with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. As an alternative to the District’s forms, City’s insurer may, subject to the approval of the District, provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. City furnish one copy of each required policy to the District, and additional copies as requested in

writing, certified by an authorized representative of the insurer. Approval of the insurance by the District shall not relieve or decrease any liability of City.

C. In addition to any other remedy the District may have, if City fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due City under this Contract.

D. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

E. Any deductibles must be declared to, and approved by, the District.

F. The requirement as to types, limits, and the District's approval of insurance coverage to be maintained by City are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by City under the Contract.

G. City shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than \$1,000,000 per occurrence of comprehensive general liability insurance coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by the City of the following coverage and limits of insurance is a material element of this Contract. The failure of the City to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this Contract.

1. Workers' Compensation and Employer's Liability Insurance.

a. Workers' Compensation – City shall obtain insurance to protect City from all claims under Workers' Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. City shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents as Exhibit "D."

b. Claims Against District - If an injury occurs to any employee of City for which the employee or the employee's dependents, in the event of the employee's death, may be entitled to compensation from the District under the provisions of said Acts, for which compensation is claimed from the District, there will be retained out of the sums due City under this Contract, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the District is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to City.

2. Comprehensive General and Automobile Liability Insurance.

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.

The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:

a. Provision or endorsement naming the District and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of City; premises owned, occupied or used by City; or automobiles owned, leased, hired or borrowed by City. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.

b. Provision or endorsement stating that for any claims related to this project, City's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers to the extent the District is an additional insured. Any insurance or self insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of City's insurance and shall not contribute with it.

c. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the District, its officers, officials, employees, or volunteers.

d. Provision or endorsement stating that City's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by City under the Contract, including, without limitation, that set forth in the section "Indemnity and Litigation Costs."

XI. MISCELLANEOUS PROVISIONS:

A. City shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. City shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.



C. City shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the conclusion of the grant and final payments under this Contract are made to City.

D. City shall submit to the District an ASES Quarterly Financial Report in the format designated by the District on or before September 30, 2014, December 31, 2014, March 30, 2015 and June 30, 2015. Failure to provide a timely ASES Quarterly Financial Report, or a determination by the District that the City cannot meet its financial obligations as related to the ASES program are sufficient reasons for the District to exercise Section IV, Termination of this agreement.

E. City shall submit to the District a quarterly Certificate of Compliance with NCLB on or before September 30, 2014, December 31, 2014, March 30, 2015, and June 30, 2015. Such certification shall include the names of all employees certified for that quarter. Failure to provide a timely Certificate of Compliance with NCLB, or a determination by the District that the City has not met its obligations as related to NCLB are sufficient reasons for the District to exercise Section IV, Termination of this agreement.

F. City shall submit to the District a quarterly Certificate of Fingerprinting with on or before September 30, 2014, December 31, 2014, March 30, 2015, and June 30, 2015. Such certification shall include the names of all employees certified for that quarter. Failure to provide a timely Certificate of Fingerprinting, or a determination by the District that the City has not met its obligations as related to fingerprinting of employees are sufficient reasons for the District to exercise Section IV, Termination of this agreement.

G. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

H. Under Education Code section 45125.1, specified entities seeking to contract with school districts must certify the following:

1. Services will not be provided to the District nor shall any employee or independent contractors be permitted to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in the Penal Code sections 1192.7(c) and 667.5(c) and any other applicable laws regarding sex and controlled substances offenses.

2. Results of the fingerprinting information ascertained by the Department of Justice have been reviewed and no employees or independent contractors may come in contact with pupils who have been convicted of a felony as noted in paragraph 1, above.

3. A list of the names of the employees or independent contractors who may come in contact with pupils is provided to the District.

A form certifying the above is attached to this Agreement as Exhibit "F" ("certification"). This Agreement is contingent upon the receipt of a signed certification in the form provided which declares City and the partners have complied with all of the above requirements. City cannot commence providing services to the District unless and until such a certification has been received by the District. City will provide the District with such certification within 30 days after execution of this Agreement. The District may extend the timeline within its sole discretion.

If a signed certification is not provided to the District in the form provided within the timeline stated above, then the District may terminate the Agreement by providing written notice to City within 10 days after the timeline has passed. If the District terminates the contract because City did not follow the timeline described above, the District will not be liable for any costs, expenses or fees incurred by City prior to termination.

I. City shall also indemnify, hold harmless and defend the District and its elected representatives, officers, agents and employees against all liability, claims, losses, demands or actions for injury to or death of a person or persons or damage to property arising out of, alleged to arise out of or in consequence of the City's failure to comply with these certification requirements.

I. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

District:	Michele Huntoon Chief Business Official, Business Services Stockton Unified School District 701 N. Madison Street Stockton, CA 95202
Consultant:	Kurt Wilson City Manager, City of Stockton 425 N. El Dorado Street Stockton, CA 95202

Executed the day and year first above written, by the parties as follows.

**STOCKTON UNIFIED SCHOOL DISTRICT**

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By: Michele Huntoon  
Title: Chief Business Official, Business Services

**CITY OF STOCKTON**

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By: Kurt Wilson  
Title: City Manager

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City Clerk

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City Attorney

## EXHIBIT “A”

**WORK PROGRAM**

City will provide assistance in the establishment and operation of community education centers to keep District children safe in the after school hours and provide academic enrichment, homework centers and tutors, and a range of cultural, developmental and recreational opportunities. Specific activities are stipulated in the submitted and approved partner proposal.

Approved activities include:

Academic Assistance Designed to Help Students in Core Academic Subjects

- Remedial education activities;
- Reading and language arts activities;
- Mathematics and science education activities;
- Tutoring services (including those provided by senior citizen volunteers) and mentoring programs;
- Programs that emphasize language skills and academic achievement for limited English proficient students;
- Telecommunications and technology education programs;
- Expanded library service hours;
- Entrepreneurial education programs;
- Programs that provide assistance to students who have been truant, suspended, or expelled, to allow the students to improve their academic achievement.

And/or,

Educational Enrichment that Reinforce and Complement the District’s Regular Academic Program

- Youth development;
- Arts and music education activities;
- Recreational activities;
- Technology education;
- Drug (including tobacco use) and violence prevention programs;
- Counseling and character education programs;
- Other learning support opportunities such as service-learning, mentoring, and coordinated school health.

## CITY'S RESPONSIBILITIES, SERVICES TO BE RENDERED, AND MATCHING FUND COMMITMENT AND DOCUMENTATION

### EXHIBIT "B"

#### CITY OF STOCKTON COMMUNITY SERVICES

##### **City's Responsibilities**

- To share responsibility for the quality of each after school program
- Operate after school programs at six (6) elementary schools (Harrison, Hazelton, Hong - Kingston, Marshall, Pulliam, and Spanos) at least 3 hours per day, beginning when school dismisses and ending no later than 6:30 p.m. (specific hours and reimbursement are shown on page 10).
- Operate 5 days per week throughout the school year for a total of 180 days
- Facilitate the delivery of daily, nutritious snack provided by the District
- Coordinate and deliver enrichment services
- Attend training provided by District, subject to City approval
- Provide the number of staff requested at each school site
- Provide staff at each school site not to exceed a 1:20 ratio
- Provide access to training District staff when appropriate
- Provide staff to meet students at the school site and ride SUSD bus to any fieldtrip location, and then return back to the school site on the bus with students after the activity

##### **Services Rendered**

- Supervision of students participating in program
- Plan and teach SPARKS/Active Recreation curriculum
- Plan and facilitate recreational and enrichment activities

##### **Matching Fund Commitment and Documentation**

Administrative in-kind costs: \$64,000

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**Total Match: \$64,000**

##### **Attendance Accounting Verification and Invoicing SUSD**

- Assist in taking attendance at school site
- City of Stockton to invoice SUSD-ASES grant **on a monthly basis** for services rendered. Invoices not to exceed **\$411,000** for 2014-15.
- Reimbursement rates will be determined by the total monthly hours worked during the month by No Child Left Behind (NCLB) compliant partner staff. A reimbursement rate schedule is attached for your reference. All hours worked by noncompliant staff will not count towards this reimbursement total. Instead, these hours will be considered a match from the partner agency.
- Any hours worked in addition to the following reimbursement table must have prior approval from the After School Administrator Janet Yarbrough.

ASES	Site	Start Time	End Time	# of hrs.	Total Hrs. Per Staff	# of Staff	Cost per staff	Site Cost
1	Harrison	12:15/2:15	6:00	5.75/3.75	778.75	6	\$10,902.50	\$65,415
2	Hazelton	1:30	6:00	4.5	854.5	6	\$11,963	\$71,778
3	Hong-Kingston	2:15	6:00	3.75	718.75	6	\$10,062.50	\$60,375
4	Marshall	2:00	6:00	4	764	6	\$10,696	\$64,176
5	Pulliam	2:45	6:00	3.25	628.25	6	\$8,795.50	\$52,773
6	Spanos	1:30	6:00	4.5	854.5	6	\$11,963	\$71,778
	Field Staff	12:00	6:00	6		1	\$22,089	\$22,089
<b>Total</b>								<b>\$408,384</b>

181 days of work

20 hrs. for site mtgs. = additional \$280 per staff (20 x \$14.00 = \$280)

20 hrs. for training = additional \$280 per staff (20 x \$14.00 = \$280)

40 hrs. = \$560 per staff

### Staffing Formulas

Days		# hrs.		\$ per hr.		Total		Train/mtgs.		Total per Staff
181	X	3.25	X	\$14.00	=	\$8,235.50	+	\$560	=	<b>\$8,795.50</b>
181	X	3.75	X	\$14.00	=	\$9,502.50	+	\$560	=	<b>\$10,062.50</b>
181	X	4	X	\$14.00	=	\$10,136	+	\$560	=	<b>\$10,696</b>
181	X	4.5	X	\$14.00	=	\$11,403	+	\$560	=	<b>\$11,963</b>

### Harrison

Days		# hrs.		\$ per hr.		Total		Train/mtgs.		Total per Staff
30	X	5.75	X	\$14.00	=	\$2,415		\$560	=	<b>\$10,902.50</b>
151	X	3.75	X	\$14.00	=	\$7,927.50				
Total						\$10,342.50	+			

### Field Staff

Days		# hrs.		\$ per hr.		Total per staff
185	X	6	X	\$19.90	=	<b>\$22,089</b>

## EXHIBIT “C”

**DISTRICT RESPONSIBILITIES**

The District shall participate in the Program by providing a Program Facilitator at each school who will perform or assign other school staff to perform the following tasks as long as these activities do not negatively impact normal District operations:

1. Meet periodically with City and the partners to discuss program effectiveness and the staff performance.
2. Assist the City with the supervision of the persons who are working at a school site.
3. Include representatives of City and the partners, when appropriate, in in-service training.
4. Provide an orientation to representatives of the City and the partners in order to introduce them to school personnel and to explain school policies.
5. Assist in completion and verification of Time and Activity Reports provided by City.

The school staff shall be responsible to:

6. Assist with orientation of members, specific to the site.
7. Assist in the collection of evaluation data.
8. Allow members time to attend required in-service training and required City meetings.
9. Assist in finding necessary school site facilities and workspace for the program and staff.



EXHIBIT “D”

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE SECTION 3700**

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

**CITY OF STOCKTON**

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By: Kurt Wilson  
Title: City Manager

## EXHIBIT "F"

**CERTIFICATION OF FINGERPRINTING**

To the Governing Board and the District Administrator in charge of the following services:

I. Identification of Parties

I, \_\_\_\_\_, am an individual contractor and/or vendor or I am an authorized representative of \_\_\_\_\_. My entity seeks to contract with the District, which may cause my entity and its employees, agents or independent contractors to come in contact with pupils, and I am aware of the requirements of Education Code section 45125 et. seq.

II. Certifications

I make the following certifications, under penalty of perjury:

- A. I shall not begin to provide services to the District nor shall I permit any of my employees, agents or independent contractors to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code sections 1192.7(c) and 667.5(c) or of a sex or controlled substance offense. (Education Code § 45125.1(e).)
- B. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees, agents or independent contractors, including myself, who may come in contact with pupils have been convicted of a felony as noted in Paragraph A, above. (Education Code § 45125.1(f).)
- C. I have attached a list of the names of my employees or independent contractors who may come in contact with pupils to this certification form. (Education Code § 45125.1(f).)

I declare under penalty of perjury under the laws of the State of California that the information provided above is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014, at Stockton, California.

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By: Kurt Wilson  
Title: City Manager

EXHIBIT "G"

**CERTIFICATE OF COMPLIANCE WITH NO CHILD LEFT BEHIND (NCLB)**

I am aware of the Stockton Unified School District's paraprofessional requirements. The After School Education and Safety (ASES) grant require all after school staff who directly supervise children to meet the same qualifications as a SUSD paraprofessional.

All paraprofessionals shall have:

- (a) high school diploma or GED, and
- (b) completed at least 2 years of college (minimum 48 semester units), or
- (c) obtained an Associates (or higher) degree, or
- (d) met a rigorous standard of quality and can demonstrate, through a formal local academic assessment and proof of certification through the San Joaquin County of Education.

I will comply with these requirements and only place after school staff employees at SUSD sites who are NCLB compliant. I will attach the names of all compliant staff with each monthly invoice.

**CITY OF STOCKTON**

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By: Kurt Wilson  
Title: City Manager

12.10 14-0780

**RESOLUTION OVERRULING PROTESTS, CONFIRMING  
ASSESSMENTS OF DELINQUENT CODE ENFORCEMENT  
CHARGES AND DIRECTING THE ASSESSMENTS BE PLACED ON  
THE COUNTY TAX ROLL**

**RECOMMENDATION**

*It is recommended that the City Council adopt a resolution overruling protests, confirming the assessments of the delinquent charges listed in the "Delinquent Accounts 2014 Assessment List" (Exhibit 1) stemming from code enforcement actions and directing the assessments be placed on the San Joaquin County tax roll.*

**Department:** Police

**Attachments:** Attachment A - Blanket Administrative Order

**Proposed Resolution - Assessment of Delinquent Code Enforcement Charges**

**Exhibit 1 - Delinquent Accounts 2014 Assessment List**



# City of Stockton

## Legislation Text

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File #: 14-0780, Version: 1

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### RESOLUTION OVERRULING PROTESTS, CONFIRMING ASSESSMENTS OF DELINQUENT CODE ENFORCEMENT CHARGES AND DIRECTING THE ASSESSMENTS BE PLACED ON THE COUNTY TAX ROLL

#### RECOMMENDATION

It is recommended that the City Council adopt a resolution overruling protests, confirming the assessments of the delinquent charges listed in the "Delinquent Accounts 2014 Assessment List" (Exhibit 1) stemming from code enforcement actions and directing the assessments be placed on the San Joaquin County tax roll.

#### Summary

As a result of code enforcement activities each year, the Police Department's Neighborhood Services Section prepares a list of delinquent accounts, which, if the amount of the assessments is confirmed by Council, are to be provided to San Joaquin County and placed on the tax roll of the affected properties. As of June 30, 2014, there are approximately \$1,955,834 in fees, fines, abatement charges, and interest that are unpaid and are therefore eligible to be placed on the tax roll.

#### DISCUSSION

##### Background

In 1996, amendments to the Stockton Municipal Code became effective, providing for the issuance of administrative citations for municipal code violations and requiring property owners to reimburse the City for costs of code enforcement actions. An administrative hearing process was also established to hear objections to the charges and confirm the costs of abatement actions.

In June 2012, the San Joaquin County Board of Supervisors adopted a resolution ceasing operation of the Teeter Plan. Adopted in 1993, the Teeter Plan was a methodology used to apportion taxes and assessments on the County's property tax rolls, which allowed the cities, districts and other public agencies to receive payment for their respective allotment of the taxes assessed by the County, thereby guaranteeing to the cities, districts and other agencies payment of delinquent taxes in exchange for the County's right to collect penalties and interest on the delinquent taxes when those taxes were paid. Beginning in Fiscal Year 2013, due to the loss of the Teeter Plan, the City no longer receives the full delinquent amounts assessed. The County issues payment on a quarterly basis to the City only for those property taxes, including delinquencies, penalties and interest, that are paid.

As of June 30, 2014, there were approximately \$1,955,834 in fees, fines, abatement charges, interest

and penalties that were unpaid resulting from City code enforcement actions in Fiscal Year 2013-14. Ideally, the City will receive these funds from the County as property taxes are paid in Fiscal Year 2014-15; however, many property owners that have delinquencies do not pay their property taxes timely, resulting in a delay of the City's receipt of these funds. Typically, the City receives only 47% of the assessed delinquencies in the first fiscal year following the placement of the assessment.

Routine collection efforts, including liens against those properties, will remain in place until all amounts owed to the City are paid. If the property is refinanced or sold, the City will collect all monies due, including penalties and interest, at the time. Moreover, the City can choose to resubmit the remaining balances to be assessed in the future tax years as assessed values rise.

### Present Situation

On April 21, 2014, each of the property owners owing delinquent code enforcement charges were notified via certified mail. The letter stated that if the amounts were not paid, all delinquent charges would be placed on the tax rolls. The letter also advised the property owner of the scheduled administrative assessment hearing dates of May 21, 2014 and May 22, 2014, at which the property owner could appear before a neutral Hearing Officer to contest the placement of the charges on the tax bill. The purpose of the assessment hearing is to give the administrative hearing officer the opportunity to review the delinquent charges, hear any objections to the City's action in placing those amounts on the tax roll, and if appropriate, confirm the assessments. Attachment A is the Blanket Administrative Order issued by the Hearing Officer, Dennis Hay. Of the 836 properties with delinquencies, none of the property owners attended the hearing to protest (Attachment A). Between the date the initial notices were sent in April and June 30, 2014, however, 150 payments were made and those properties have been removed from the final listing. The final number of properties confirmed for assessment to the tax roll by the Hearing Officer is 686 (Exhibit 1).

The Administrative Services Department will be compiling delinquent charges from the appropriate City Departments and sending one file to the County for processing. Once the delinquent code enforcement charges are confirmed, the list will be forwarded to Administrative Services staff to complete the processing and meet the County deadline of August 1, 2014, for receipt of this information.

### FINANCIAL SUMMARY

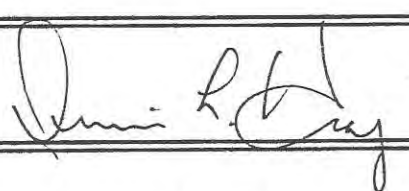
There are approximately \$1,955,834 in fees, fines, abatement charges, and interest that are delinquent. Although the County places 100% of the amount of the assessments on the tax rolls, given the change in the County policy as described above, the City does not expect to receive the full amount of these assessments during Fiscal Year 2014-2015.

On average, 47% of property tax bills with code enforcement charges are paid on time, which means of the proposed \$1.96 million assessed in Fiscal Year 2014-15, it is estimated the City will receive about \$919,000. That amount has been budgeted in the adopted Fiscal Year 2014-15 Police Department Neighborhood Services Section Account No. 010-2425-300. The remaining charges that are not paid on time will remain on the property tax bill until paid, generally once the property changes hands or is refinanced.

All payments to the City from the San Joaquin County Treasurer-Tax Collector will be deposited to the appropriate revenue account numbers in account 010-2425-300, General Fund Police Neighborhood Services Section.

Attachment A - Blanket Administrative Order



May 21st 2014 HEARING DATE	1:00 P.M. HEARING TIME	<b>ADMINISTRATIVE ORDER</b>	AGENDA ITEM	CASE #
HEARING OFFICER <u>DENNIS L. HAY</u>		PROPERTY ADDRESS <u>See Delinquent Accounts 2014 Assessment List</u>		
RESPONSIBLE PERSON/APPELLANT <u>See Delinquent Accounts 2014 Assessment</u>		CITY REPRESENTATIVE <u>Almarosa Vargas</u>		
SUBJECT OF APPEAL <u>Confirmation of Placement of outstanding code enforcement charges on the San Joaquin County Tax bill.</u>				
<p>DECISION:</p> <p>The appellant having appeared <input checked="" type="checkbox"/> or by <u>absence</u>, having waived his/her right to appear <input type="checkbox"/> or having been represented by _____ as he/she has authorized <input type="checkbox"/>, on the above referenced date to protest the action taken:</p> <p><input type="checkbox"/> The appeal is hereby granted based on the failure of the City to:</p> <p><input checked="" type="checkbox"/> The appeal is hereby denied based on: <u>NO CONTROVERTING EVIDENCE</u></p> <p><input type="checkbox"/> The abatement charges are <u>not</u> confirmed for payment or assessment based on the failure of the City to:</p> <p><input checked="" type="checkbox"/> The abatement charges <u>are</u> confirmed for payment by <u>Appellant</u> or assessment to the property taxes</p> <p><input type="checkbox"/> The charges are modified from the amount of \$ _____ to the amount of \$ _____</p> <p><input type="checkbox"/> The modification or waiver of the fine is based on the following condition(s):</p> <p><input type="checkbox"/> \$ _____ must be paid by _____</p> <p><input type="checkbox"/> _____ must be abated/corrected by _____</p> <p><input type="checkbox"/> _____ must be corrected by _____</p> <p><input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Hearing continued until _____ to permit time for _____</p> <p>Additional Comments/Orders: <u>NO Appellants appeared on EITHER DAY of scheduled HEARINGS.</u></p> <p><b>NOTE: REINSPECTION FEES ARE NOT SUBJECT TO APPEAL AND CAN NOT BE WAIVED.</b></p>				
HEARING OFFICER SIGNATURE		DATE		
		<u>6-20-2014</u>		

**ALL DECISIONS SHALL BE FINAL**

# STOCKTON CITY COUNCIL

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## **RESOLUTION OVERRULING PROTESTS, CONFIRMING ASSESSMENTS OF DELINQUENT CODE ENFORCEMENT CHARGES, AND DIRECTING THE ASSESSMENTS BE TRANSMITTED TO SAN JOAQUIN COUNTY TO BE INCLUDED ON THE TAX ROLL**

Chapter 1.24 of the Stockton Municipal Code (SMC) provides for the assessment of unpaid costs, fees, fines, and /or penalties that have become delinquent due to code enforcement activities and that these assessments be placed on the secured property tax roll for each of the affected properties; and

Hearings were held on May 21, 2014, and May 22, 2014, at 1:00 p.m., in the City Council Chambers at City Hall, wherein all objections to property tax assessments were overruled by the Administrative Hearing Officer; and

All rights of appeal afforded the SMC have expired or have been exercised; and

The "Delinquent Accounts 2014 Assessment List," attached as Exhibit 1, represents assessments against the property owners, trustees, or administrators of the noted properties for reimbursement of costs, fees, fines, and/or penalties that have become delinquent; now, therefore,

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

1. All protests and/or objections to the charges listed in the "Delinquent Accounts 2014 Assessment List," attached hereto as Exhibit 1 and by reference made a part hereof, are hereby overruled.

2. The "Delinquent Accounts 2014 Assessment List" is hereby confirmed.

3. The City Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Director of Administrative Services of the City of Stockton, who is hereby authorized to and shall cause the amount of the assessments to be added to the next regular bill of taxes levied against said properties for municipal purposes, which said amounts shall be collected at the time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and

the same procedure under foreclosure and sale in case of delinquency as provided for ordinary municipal taxes.

4. The City Manager is authorized to take such other actions as are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED July 29, 2014.

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ANTHONY SILVA  
Mayor of the City of Stockton

ATTEST:

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BONNIE PAIGE  
City Clerk of the City of Stockton

# DELINQUENT ACCOUNTS 2014 ASSESSMENT LIST

## Exhibit 1

CUSTOMER ACCOUNT NUMBER	DELIQUENT BALANCE	CUSTOMER NAME	SITUS PROPERTY ADDRESS		
10406	\$446.16	ZACHARIAH, CHEMANOOR & B	9513		KELLEY DR
11619	\$3,433.23	ORTEGA, RITA	431		DAVID AV
13801	\$9,224.68	JACOBSEN JR, GEORGE E	2122		EL CAMINO AV
13853	\$4,358.15	BUCKENMEYER III, FRANK W & J	2233		DWIGHT WY
14739	\$2,111.07	CHAN, SELINA	4712		GREENSBORO WY
16296	\$335.38	KHAN, IFTIKHAR	17	W	MAGNOLIA ST
18700	\$6,787.53	TABOR EST, SANDRA JOAN	936	W	PARK ST
19770	\$2,037.33	SCOTT, COLETTE	518	S	SUTTER ST
19809	\$2,136.90	KHAN, ZAMURAD & SABAR J	627	N	EDISON ST
20634	\$384.93	OSBORG, WAYNE R	119	W	POPLAR ST
20720	\$2,512.37	KHAN, ZAMURAD & SABAR J	623	N	EDISON ST
21355	\$3,478.75	LITTLE, JOHNNIE R & JOSEPHINE	2215		STANFIELD DR
21636	\$630.00	HUEY, MARY ANN	3235	N	SAN JOAQUIN ST
21761	\$82.46	MASHAL, ALI S	355		SAN FERNANDO AV
22664	\$3,687.47	PATEL, ARVIND R & RAJ	241	N	SAN JOAQUIN ST
22972	\$49.50	WEBER IV ETAL, CHARLES	1		*UNASSIGNED
23872	\$2,161.40	NUANES ETAL, ANDREA E	1561	E	SEVENTH ST
24013	\$1,586.25	KAKOU, YAO	517	E	LINDSAY ST
24563	\$2,211.84	JONES, LUVENIA C	2252		ALMA AV
25660	\$437.58	MULHOLLAND TR, DANIEL	928	S	GRANT ST
25662	\$1,578.22	SMALL ETAL, PHYLLIS D	1649	S	SAN JOAQUIN ST
25775	\$1,506.33	SABIN, DON	922	N	MONROE ST
26160	\$128.96	ALONZO, CRUZ R JR	1979	S	MADISON ST
26284	\$132.68	BASLER, CHARLES A	530	W	FREMONT ST
28144	\$197.60	MULHOLLAND, DANIEL	421	E	WYANDOTTE ST
28219	\$83.52	GRUPE DEV CO	1		*UNASSIGNED
28220	\$89.13	GRUPE DEV CO	1		*UNASSIGNED
28221	\$585.28	MULHOLLAND, DANIEL	821	N	AMERICAN ST
28360	\$3,888.01	CAPURRO, PETRA	41	W	EIGHTH ST
28878	\$195.70	WITT, THOMAS A JR & SHERI L	1921	W	WILLOW ST
28882	\$55.47	JUCUTAN, BENNIE L	156	W	FOURTH ST
28916	\$507.03	MULHOLLAND TR, DANIEL	415	E	FLORA ST
29136	\$3,475.80	SELBY, HAROLD F	629	W	PARK ST
29150	\$7,044.08	YAMADA, RONALD R	1520	N	EL DORADO ST
29376	\$13,499.72	ARRIOLA, RICHARD & JULIA P	1841		WAGNER HEIGHTS RD
29393	\$1,578.51	FIRST SHELTER INC	2212		PERALTA AV
29419	\$305.00	BASLER ETAL, CHARLES A	2631		WARREN AV
29918	\$124.00	BELL NANCY L ETAL	2744		MONTE DIABLO AV
30041	\$124.00	BELL ETAL, CECIL T	2750		MONTE DIABLO AV
30090	\$944.24	CORTES, CARMEN M	745	W	HARDING WY
30202	\$6,957.57	LIU, CHENG JIAN & JIA YU	336	W	JEFFERSON ST
31743	\$1,729.52	GIBSON, OZELL I	2060		PERALTA AV
32311	\$555.90	OSBORG, WAYNE R	111	W	POPLAR ST
32831	\$2,580.23	SANCHEZ, ERMA LINDA	2260	N	PERSHING AV
33284	\$4,719.02	PEREZ, JOSEPH A & MARIA L	2005	E	HARDING WY
33334	\$3,799.05	DELIMA, ROSALYN	920	W	PARK ST
33525	\$339.70	BENNETT, CHRISTOPHER	34	S	AURORA ST
33549	\$20.04	CAPURRO, JOHN & PETRA	2007	E	SONORA ST

# DELINQUENT ACCOUNTS 2014 ASSESSMENT LIST

## Exhibit 1

CUSTOMER ACCOUNT NUMBER	DELIQUENT BALANCE	CUSTOMER NAME	SITUS PROPERTY ADDRESS		
33816	\$801.00	MILEY, BARBARA	1021	E	NINTH ST
34927	\$884.34	PRT CORP	406	E	FLORA ST
36451	\$3,048.02	BAUTISTA, RAMON & OFELIA	2120		ANNE ST
36731	\$48.96	LONESTAR CALIFORNIA INC	23	N	VENTURA AV
37192	\$387.45	SHOREQUE, JOSE & ELVIRA	1735		SUNNYSIDE AV
37195	\$83.32	PERRY ETAL, PATRICIA J	2934		KENSINGTON WY
37207	\$197.60	BEATTY, LESLIE JEANNE	528	W	POPLAR ST
37232	\$1,751.04	TABIN, JUANITA	435	W	SEVENTH ST
37256	\$2,098.28	GRAY SR, FRANK M & L	2323		PHELPS ST
37354	\$179.28	JAUEGUI, MIGUEL	4466		CALANDRIA ST
37678	\$4,979.58	TERRY, MCCLELLAN & GLORIA	1764		HARBOR ST
37770	\$2,637.40	STEWART, JACQUELINE D	703	E	FIFTH ST
37900	\$136.79	PALACIO, TONY F	5545	S	EL DORADO ST
37915	\$1,914.54	SMITH, ROSIE LEE	103		MOSSWOOD AV
38705	\$54.25	SAFFOLD EST, THELMA LEE	2142		MARSH ST
38992	\$4,830.06	SHIBATA, KANA	143	W	ACACIA ST
39295	\$721.25	SAMPORNA TR, PAULINE	1816	S	EL DORADO ST
39567	\$7,538.86	ROCA, JESSE L & JUANITA R	9517		CODY WY
39944	\$1,028.16	DOUGLAS ETAL, BILLY JOE	141	W	EIGHTH ST
40034	\$6,178.82	RAGANIT, JOYCE	301	W	THIRD ST
40246	\$1,864.89	SANCHEZ, RUTH J	1453		JOSEPHINE ST
40271	\$10,976.52	TEMPLE, DOROTHY JEAN	1675	E	SIXTH ST
40276	\$509.36	ROULHAC, RANDOLPH & J M	2005		SUPERIOR ST
40691	\$1,471.06	NOELS ETAL, ELVIN W	31		MOSSWOOD AV
40706	\$820.55	ZACHARIAH, CHEMANOOR & B	857		CAMBRIDGE DR
40935	\$886.30	LAL, NILESH	4742		GREENSBORO WY
41050	\$1,014.50	CAPURRO, JOHN & PETRA	1919	W	SONORA ST
41786	\$7,229.56	JONES, CARMEN E	3343		ZAMORA WY
42038	\$1,021.30	LOPEZ, RAUL M & CELIA	706	W	OAK ST
42055	\$725.26	SAMPORNA TR, PAULINE	1802	S	EL DORADO ST
42098	\$3,157.52	WEBER IV ETAL, CHARLES	1		*UNASSIGNED
42159	\$11,514.05	BILLS, TIMOTHY D & DIANE M	3164		BIXBY WY
42326	\$22.60	CAPURRO ETAL, JOHN C & PETRA	1320	E	ACACIA ST
42468	\$11,149.50	JON GRAY INC	1524		CARPENTER RD
42479	\$1,978.08	JON GRAY CORP	2118		SCRIBNER ST
42488	\$3,244.64	HERNANDEZ, MARTHA ELENA	2052	E	WEBER AV
42574	\$1,114.88	LBL/L SUNCAL WESTON LLC	4020		STAR WY
42646	\$896.94	JORDAN ESTATE, MARGIE	1120	S	SAN JOAQUIN ST
42715	\$8,037.57	AHMAD, KHAWAJA S	7928		GRENOBLE WY
43483	\$150.11	COWINGS ETAL, VERDELL	2084	E	WEBER AV
43847	\$435.10	OROZCO, ADOLFO GARCIA	523	N	AMERICAN ST
44279	\$2,523.93	LEWMAN, PATRICIA ANN	1641		BONAIRE CI
44436	\$1,255.28	GUZMAN ETAL, ANGELO D	2161	E	HAZELTON AV
44850	\$2,079.26	ICHIE & 2 SISTERS LLC	3320	S	AIRPORT WY
45246	\$1,025.24	DANIELS PROPERTIES INC	65	E	ARCADE ST
45262	\$4,426.62	THOMPSON TR, A ANNE	211	E	CLAY ST
45436	\$25.55	MACK ETAL, BRENDA L	642	E	NINTH ST
45437	\$25.55	MACK ETAL, BRENDA L	640	E	NINTH ST



# DELINQUENT ACCOUNTS 2014 ASSESSMENT LIST

## Exhibit 1

CUSTOMER ACCOUNT NUMBER	DELIQUENT BALANCE	CUSTOMER NAME	SITUS PROPERTY ADDRESS		
45526	\$179.92	COLLIER, SHEWAYE	940	S	STANISLAUS ST
46202	\$459.03	URIBE, GABRIEL M	9045		WARM SPRINGS CI
46617	\$32,517.15	WONG, KEVIN PEIK	1233	E	WEBER AV
46969	\$63.37	SEPHOS ETAL, STEVE A	2829		HOMESWOOD DR
47165	\$11,966.87	MORANDA, WILLIAM & S R	542	E	ANDERSON ST
47310	\$628.30	GONZALEZ, ROGELIO & LOURDES	306	E	FLORA ST
47374	\$672.71	CAPURRO ETAL, JOHN & PETRA	527		DAVID AV
47651	\$809.19	BENNETT, CHRISTOPHER	133	S	CALIFORNIA ST
47688	\$2,848.43	CAPURRO, JOHN & PETRA	1250	N	PILGRIM ST
47710	\$2,711.79	FISK, DOROTHY M	2280	E	HAZELTON AV
48786	\$37.00	CASE TRS, G D & J R	2018	N	WILSON WY
49784	\$463.32	GARDINER SALETT, GABRIEL	1321	N	SAN JOAQUIN ST
49928	\$24,101.04	YAP, JOHN H & IRENE LAI LOKE	604	E	CLAY ST
50056	\$5,767.89	TERRY, MCCLELLAN & GLORIA	934	S	STANISLAUS ST
50102	\$163.18	BREITUNG, RAY C	702	S	SAN JOAQUIN ST
50118	\$784.58	YOUNG, WILLIAM A & JANICE L	2918	N	HUNTER ST
50758	\$2,133.25	DOUGLAS, AUDREY R	2022		SCRIBNER ST
50884	\$475.36	EDINGTON TR, PHILIP	217	E	MENDOCINO AV
50896	\$20.00	RIO INVESTMENTS LLC	828	E	PARK ST
50897	\$838.34	RIO INVESTMENTS LLC	820	E	PARK ST
51015	\$452.60	PEREZ, ALEXANDER	16	W	ATLEE ST
51017	\$2,215.42	HILL JR, VERNELL	325	S	CENTER ST
51124	\$124.00	STEPHAN, DENA	1314	E	SONORA ST
51470	\$1,408.41	AKHTAR, M JAWAID	1343	E	WEBER AV
52445	\$4,368.83	GMAC MORTGAGE CORP	2216		BETTY MAE CT
52499	\$921.94	CAL STATE GROWTH FUND	334	S	SAN JOAQUIN ST
52541	\$5,526.18	BERMUDEZ, DANNY BOY I & LILIAN	1251		LLOYD THAYER CI
52774	\$12,159.50	HOLLOWAY ETAL, ARNOLD	2421		SOMERSET DR
52906	\$203.30	BINGHAM, GORDON R & CANDY E	1565		PRINCETON AV
52974	\$272.50	TORRES, JANIE S	1527	S	AURORA ST
53126	\$835.60	AFZAL, SHAIR	352	S	EL DORADO ST
53171	\$22.24	WETZIG, LISA I	1309		WILSHIRE AV
53297	\$816.24	RIBALI, ROSEMARY	115		GLENDORA AV
53316	\$580.98	FLORES, RAFAEL A & SONIA	228	W	FOURTH ST
53350	\$198.88	FLYINGCAT LLC	4924		GREENSBORO WY
53895	\$20.04	PEREZ, BENJAMIN & MARIA	708	N	PILGRIM ST
53915	\$1,587.60	JARAMILLO, JOHN	1214	S	GRANT ST
54127	\$1,499.78	MAH, STEPHEN S & LESLIE ALLEN	2627		BUNKER HILL DR
54154	\$722.50	BRAZZEL, STANLEY J & DEBORAH L	210	E	ELLIS ST
54240	\$9,498.61	MALDONADO EST, AMPARO	2027	E	HAZELTON AV
54256	\$72.72	WILLIAMS, ALFRED D & M M	2186		MARSH ST
55034	\$563.83	ZARAGOZA CUEVAS, JOSE ANTONIO	2168		QUAKER RIDGE CT
55123	\$380.64	VIZCARRA, RAMON & MARIA	2915		PIXIE DR
55262	\$446.16	FALCOCCHIA, LOUIE & NOLA	6873		ANNAPOLIS QUAY CI
55593	\$308.05	GRANDERSON, CORNELIUS & RITA	250	W	PEARL AV
55653	\$1,055.93	JOHNSON JR ETAL, MICHAEL D	2162	E	WASHINGTON ST
55893	\$259.98	CHAPPELL, JAMES	170		MOSSWOOD AV
55899	\$786.83	MARIN, JOSE	712	N	COMMERCE ST

# DELINQUENT ACCOUNTS 2014 ASSESSMENT LIST

## Exhibit 1

CUSTOMER ACCOUNT NUMBER	DELIQUENT BALANCE	CUSTOMER NAME	SITUS PROPERTY ADDRESS		
56170	\$11,528.33	BAKER, GEORGE	802	S	STANISLAUS ST
56304	\$232.96	KJELAAS, MARLIN C & RENEE S	1730	E	FREMONT ST
56494	\$195.70	STOCKTON R E INVESTMENTS LLC	1358		PELEM CT
56527	\$3,627.69	CHAVEZ, ISIDRO OLGEM	833	N	HARRISON ST
56528	\$169.32	NINO, KHADER I & SUZY K	2421		COUNTRY CLUB BL
56776	\$633.94	MEYER, DAVID C & TRENA E	1131	W	HARDING WY
56800	\$562.58	CARTHAN, WILLIE	4	E	ALDER ST
56835	\$809.29	COVELLO TR, DAVID A	1825		FIELD AV
56959	\$20.03	WILLIAMS PARK HOMES LP	1425	S	CALIFORNIA ST
56968	\$197.60	RACHFORD ETAL, CATHERINE	804	W	EUCLID AV
56993	\$195.70	CARROLL TR, CATHERINE	1879	W	HARDING WY
57178	\$6,827.65	YARAK, TOM	1645		MICHAEL AV
57263	\$7,435.54	ZUNIGA, ALFREDO R & ALMA	1015	S	BROADWAY AV
57364	\$2,559.62	HANEY, L V	2863	S	VAN BUREN ST
57365	\$1,015.22	ALVAREZ EST, ETHEL M	531	E	THIRD ST
57648	\$1,446.31	BELL ETAL, THOMAS	250	W	SIXTH ST
57869	\$138.11	QUENTERO TR, MARY JESSIE	2966		TURNPIKE RD
57914	\$341.17	PMAC INVESTMENTS LLC	748	N	HUNTER ST
58223	\$203.30	ZACHARIAH, CHEMANOOR & B	1944		DEL RIO DR
58242	\$197.60	STOCKTON R E INVESTMENTS LLC	2066	W	HARDING WY
58318	\$3,022.88	TATE ETAL, SALLIE M	2454	E	EIGHTH ST
58324	\$197.60	CUEVAS TR, LOUIS B & MATILDE S	70	W	BARRYMORE ST
58409	\$4,089.73	EDWARD A BENT FAMILY LP	4973		MOSS CREEK CI
60772	\$446.16	GARDEA, RAMON J	2433		CANAL DR
60811	\$9,534.17	FLORES, YOLANDA L	2418	S	UNION ST
61304	\$9,382.03	TAVAKE, TAMI	133	W	MAGNOLIA ST
61361	\$122.96	PLASCENCIA, MARIO & ANGELES	4332		PACIFIC AV
61463	\$1,410.08	BASHAW, JOSEFINA	1404	W	WALNUT ST
61569	\$207.10	GWALANI TR, TULSIDAS & MEENA	2326		JANE ELLEN DR
61834	\$203.30	NAND, VIJAY & ANGELA A	3020		TRIDENT ST
61857	\$177.62	SKAIFE ETAL, WESTLEY	328		NORTHBANK CT
62220	\$1,735.67	MULHOLLAND TR, DANIEL	1600		SUNNYSIDE AV
62221	\$48.48	GONZALEZ, MARIA	532		SALEM WY
62366	\$5,663.97	DE LA CRUZ, JUAN M	6819		BUTLER CT
62381	\$262.71	CORREA, CYNTHIA	426	E	BIANCHI RD
62405	\$6,174.72	AYSON SR, SALVADOR S	1802		CHAPARRAL WY
62442	\$174.30	CHAVIRA, MARIA T	446		CARIBROOK WY
62566	\$662.71	GELSOMINI, SISTO	1803		FUNSTON AV
62685	\$172.64	WIENCH, ANTHONY & DILYA	2943		MONTE DIABLO AV
62695	\$138.87	SALINAS JR, JOEL	2808		MONTE DIABLO AV
62777	\$526.10	BAKER, EDUARDO	515	S	PERSHING AV
62862	\$39.93	CELONES, FELICISIMA A	2306		HOLLYWOOD DR
63031	\$9,046.05	KHAN, MOHAMMEDIN M & C	1591		CARPENTER RD
63033	\$2,736.23	CELONES, FELICISIMA A	2314		HOLLYWOOD DR
63234	\$1,981.27	CELONES, FELICISIMA A	8614		LEDGEWOOD AV
63417	\$865.00	DULAY TR, CARIDAD S	663		CHICAGO AV
63611	\$84.24	WOOTEN, KEISHA	3503		HORNER AV
63917	\$39.24	DEL VALLE CAPITAL CORPORATION	2910	S	AIRPORT WY



# DELINQUENT ACCOUNTS 2014 ASSESSMENT LIST

## Exhibit 1

CUSTOMER ACCOUNT NUMBER	DELIQUENT BALANCE	CUSTOMER NAME	SITUS PROPERTY ADDRESS		
63921	\$40.46	GUZMAN EST, JOSE B	927	S	SIERRA NEVADA ST
64050	\$453.50	CABATIAN, ASRIANO JR & ELEANOR	8949		DAVIS RD
64518	\$5,556.68	TERRY, MCCLELLAN & GLORIA	919	S	STANISLAUS ST
64534	\$4,653.15	CAL STATE GROWTH FUND	1246	E	WEBER AV
64610	\$25.00	ALI, SERWAT	215		MOSSWOOD AV
64615	\$54.32	UONG, ANTHONY T & HOP T	2006	S	PILGRIM ST
64713	\$1,337.76	DEUTSCHE BANK NATL TRUST CO TR	1638	S	ARGONAUT ST
64749	\$207.10	WANG, ZHI CHENG & YA LING	1626		BONAIRE CI
64758	\$4,946.49	MALDONADO ETAL, JONATAN	2342		ALMA AV
65296	\$191.90	GONZALEZ, ALEX & KRISTINA	2347		CALVERT ST
65459	\$1,859.43	BIANCHETTI, ELISHA M	408	E	WYANDOTTE ST
65547	\$1,123.71	JONES, LETHER	4454		DORSET ST
65554	\$5,489.39	HABEL, JACK B & L M	4227	N	EL DORADO ST
65583	\$1,292.07	REYES, RAMON & MARIA V	550	E	FIRST ST
65593	\$7,797.08	ESTRADA, MARIA TERESA	620	E	FOURTH ST
65772	\$4,503.69	AMERICAN FRIENDS OF BOYS TOWN	969		WATERLOO RD
66058	\$5,693.50	RANGEL, MELITON P	324	S	LAUREL ST
66063	\$625.00	LAU, HUMPHREY	8902		LEDGEWOOD AV
66083	\$195.70	PASCHAL, MARK	1822		LUCERNE AV
66104	\$24.27	PALMA, MARCO TULIO	8453		CAYUGA DR
66869	\$1,162.66	DEUSTERMAN, WILLIAM	2613		REEF CT
66894	\$2,125.70	SMOTHERS ETAL, LEMMIE	2119	S	UNION ST
66909	\$32.41	WATSON, PINK & A	1110	E	TENTH ST
66932	\$18,979.94	MONBERG, EDMUND	1444		TILLIE LEWIS DR
66966	\$6,671.55	NEELY, GAROLD L	2845		MONTE DIABLO AV
67053	\$4,051.01	EDWARD A BENT FAMILY LP	1208		LLOYD THAYER CI
67391	\$68.39	FRANCO ETAL, EFRAIN & MARINA	3758		CANYONLANDS RD
67420	\$147.33	CABALLERO, MICAELA	1224	N	COMMERCE ST
68066	\$932.32	MULHOLLAND TR, DAN	803	W	LEVER BL
68079	\$38.52	PARKER ETAL, CAROLYN ADORTHA	1136	E	NINTH ST
68109	\$205.20	TRINH, LONG V & YEN P	2931		RAPID BROOK CT
68215	\$1,950.75	UNITED CHARTER LLC	1881	E	MARKET ST
68254	\$446.16	1205 STOCKTON INVESTMENT LLC	1205	E	WEBER AV
68313	\$300.24	TERRA, FLORENTINA S	4429		DENBY LN
68350	\$3,199.90	UNITED CHARTER LLC	1881	E	MARKET ST
68461	\$48.48	HALAMANDARIS, PETER	1140	E	CLAY ST
68697	\$2,132.50	HERRERA ETAL, MIGUEL	1275		WATERLOO RD
68706	\$773.89	UNITED CHARTER LLC	1904	E	WEBER AV
68741	\$9,022.53	MEYER, CLARA ANN	157		BERNICE AV
68747	\$467.61	FONG TR, JOE O & MAE G	609		BURNHAM CT
68790	\$8,897.66	ARCE, AUGUSTINE R & R	1831	S	CALIFORNIA ST
71983	\$289.84	PRIETO, JOHN O	4437		DENBY LN
71997	\$130.86	DHATT, GURPREET & KULDEEP	1648	N	EL DORADO ST
72133	\$130.00	HICKERSON, JOYCE M	1209	E	HARDING WY
72836	\$446.16	SOLORIO, MANUEL SANCHEZ	1534		JULIAN ST
72931	\$3,764.02	RIPOYLA, DANIEL M & LOURDES	834	W	LEVER BL
73190	\$32.21	MULHOLLAND TR, DANIEL	1243		SUNNYSIDE AV
73247	\$125.00	HERNANDEZ, MARIA DE LOS	3125	N	CALIFORNIA ST

# DELINQUENT ACCOUNTS 2014 ASSESSMENT LIST

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CUSTOMER ACCOUNT NUMBER	DELIQUENT BALANCE	CUSTOMER NAME	SITUS PROPERTY ADDRESS		
73786	\$9,204.56	HAFIZ, PASSEFUN	616	E	ANDERSON ST
73823	\$136.25	THOMAS, JOSHUA	1679	E	SIXTH ST
74076	\$3,281.91	SANCHEZ, JAVIER C	47		HOWARD ST
74103	\$3,070.71	HAWKINS EST, NANCY D	839		MORADA A CT
74166	\$508.46	SANCHEZ ETAL, JOEL	620	E	DR MARTIN LUTHER KING JR BL
74183	\$9,905.51	RAMOS ETAL, HECTOR M & NANCY I	2124	S	CALIFORNIA ST
74184	\$4,363.08	CAMPUZANO, HECTOR D & CARMEN	2134	S	CALIFORNIA ST
74201	\$1,575.00	LO, CHIA X	2709		DOGWOOD CT
74370	\$1,406.66	SMITH TR ETAL, CAROL	114	W	PARK ST
74487	\$5,465.00	ZHONG, WEI MA	1120	S	EL DORADO ST
74494	\$910.73	PENSCO TRUST CO CUST	825	N	HARRISON ST
74517	\$2,219.22	WYRICK, AARON & CAMBRIA D	9229		CHERBOURG WY
74629	\$8,082.19	FLAUTA, NEIL S	1688		BONAIRE CI
74875	\$136.25	GUITERREZ, CESAR A	2392	E	MARKET ST
74937	\$463.32	PROGRESSIVE INVESTMENTS	1026	S	EL DORADO ST
75187	\$3,963.92	FUJISHIGE, DAVID T	127	E	CLAY ST
75188	\$2,807.24	CORONADO, RAUL	901	S	COMMERCE ST
75192	\$2,010.30	POSADA LF EST, MARY	2320	E	PARK ST
75245	\$1,388.82	BUDDHIST ASSN OF ASIA	640	N	CENTER ST
75275	\$1,333.75	MORFFET, ALFRED & AISHA	802	N	PILGRIM ST
75277	\$401.76	CHAVEZ, ISIDRO OLGEM	1345	E	PARK ST
75407	\$441.87	WHITE, JASON ACHILLES	1420	E	WALNUT ST
75601	\$2,952.90	NATIONSTAR MORTGAGE LLC	3226		WATERVIEW LN
75776	\$237.58	GREWAL, HARINDER & NIMARTA	426	E	ELLIS ST
75883	\$4,878.00	PEDROZA, CHRISTIAN	2718		LOUIS CT
75926	\$20.00	AHMAD, RAYHANA	1238	S	PILGRIM ST
76115	\$2,564.81	TRAN, HOP T	2520		NIGHTINGALE CT
76124	\$14,684.70	PFLUM, DAVID	2520		BELAIR ST
76406	\$2,663.75	MORGA, JUAN O & NADINE T	827	E	JACKSON ST
76531	\$730.75	BARRAGAN, ROBERTO G & MARTHA	2457	E	POPLAR ST
76546	\$21.04	MASTERSON, ROBERT M & LUCY	248	W	ACACIA ST
76563	\$7,087.18	SAMAYOA, MARIA P	450	E	NOBLE ST
76626	\$477.50	HERNANDEZ, JUAN J & HILDA	1330	S	MADISON ST
76703	\$17,859.12	HAFIZ, NISHA	18	N	PILGRIM ST
76724	\$3,128.24	CAPURRO, JORGE G & VERONICA	124	W	WORTH ST
76803	\$7,240.68	TORRES, HENRY REVILLAR	467	W	SEVENTH ST
76828	\$2,189.66	132 ELS LLC	132	E	LAFAYETTE ST
76997	\$576.16	ARDENT ALLIANCE LLC	544	W	FOURTH ST
77098	\$701.16	CHANDRA, SANJAY & RAKESH	572	W	SEVENTH ST
77111	\$76.25	LOMELI TR, DORIS Y	2042	S	SAN JOAQUIN ST
77203	\$3,295.00	KHAN, ADIL	1536	S	AURORA ST
77290	\$3,681.17	PAK, CHIN SU	3035		FAIRBURY LN
77301	\$1,583.18	ZACHARIAH FAMILY HIGH BASIS LP	1737	S	AURORA ST
77304	\$2,037.00	FLORES, NICK H & INEZ H	725	E	FIFTH ST
77321	\$1,360.96	JUAREZ, ROBERTO & VIRGINIA	350	E	EIGHTH ST
77342	\$2,723.48	GONZALEZ JR, HERIBERTO	327		TARANSAY CT
77359	\$3,732.83	SAM ETAL, POV	24	E	ARCADE ST
77363	\$9,209.26	NAZARI, MIKE AZIZ	1940		BRIGHT STAR PL

# DELINQUENT ACCOUNTS 2014 ASSESSMENT LIST

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CUSTOMER ACCOUNT NUMBER	DELIQUENT BALANCE	CUSTOMER NAME	SITUS PROPERTY ADDRESS		
77405	\$2,173.22	WASHINGTON EST, CORNELIA	2120	S	AMERICAN ST
77422	\$27.37	FRANKS TR, HELLYN M	40	W	SEVENTH ST
77426	\$2,073.98	VILLALOBOS, JAVIER & TERESA	1821	S	AMERICAN ST
77481	\$4,162.85	TAURO, GABRIEL T & CECILIA	2456	S	LEVER BL
77484	\$24.30	UNITED CHARTER LLC	1617	E	MAIN ST
77485	\$148.89	UNITED CHARTER LLC	1908	E	WEBER AV
77486	\$22.61	UNITED CHARTER LLC	1912	E	WEBER AV
77487	\$22.67	UNITED CHARTER LLC	1916	E	WEBER AV
77623	\$4,002.00	KHAN, ADIL	1526	S	AURORA ST
77679	\$1,363.04	FIFITA, UNALOTO (LILIANI)	1153		BRICK & TILE CI
77734	\$1,548.99	HAMIDAA LLC	3320		PHELPS ST
77808	\$13,971.77	NISHA HOMES IRA LLC	1020		IRENE ST
77811	\$15,946.26	BANK OF AMERICA	9452		MAMMATH PEAK CI
77924	\$326.25	VILLARREAL, HECTOR & MARIA	1025	N	EDISON ST
77927	\$32.54	AMERICAN USA HOMES LLC	1830	S	STOCKTON ST
77928	\$32.54	AMERICAN USA HOMES LLC	1		*UNASSIGNED
78005	\$1,939.46	HOWARD, KAY A	612		DU PONT DR
78037	\$4,417.98	ZAPATA, ALAN	813	W	LEVER BL
78066	\$1,358.36	GOMEZ, VICENTA R	3423		HARVEY AV
78071	\$4,506.83	OWENS, COART	3641		MOULTRIE DR
78170	\$403.66	WASHINGTON, TRENT & TANJI	2442		FAIRWAY GLEN ST
78171	\$133.75	CASTILLO, SOPHIA M	1927		FLATBOAT ST
78187	\$127.72	RODRIGUEZ ETAL, ALBERTO	2023		NAPA RIVER DR
78203	\$17,071.81	FEDERAL NATL MORTGAGE ASSN	1204		PERRY AV
78219	\$8,865.02	DE LA CRUZ, ASHER & MARIAN M	8402		NEUBOURG DR
78409	\$446.16	CASAS, JOSE LUIS MAYORGA	4182		KIMBALL LN
78416	\$214.38	HAMIDA LLC	1956	S	SUTTER ST
78556	\$143.05	HAMIDAA LLC	845	S	SAN JOAQUIN ST
78683	\$2,952.88	SUBLABAN, SAMER	822	N	EDISON ST
78726	\$6,923.46	MACKAY, MELVIN	2717		CERRUTI ST
78765	\$675.00	VIGNOLI, MAXIMILLIANO R	8827		RAVENWOOD DR
78788	\$677.97	SCOTT EST, M ROBERT	9607		THORNTON RD
78889	\$7,723.36	ALEXANDER, DENNIS & KOREE	2903		WAUDMAN AV
78946	\$4,912.53	STOLTZ, JARED & SAVITRI	9617		ENCHANTMENT LN
78952	\$2,064.49	GIOUZELIS, TED & MARIE	2430	E	MAIN ST
78958	\$3,213.70	KNAEBEL, ROSANNA M	4129		SEASHORE DR
78991	\$42.15	HILLIARD JR, JACKIE C & JILL O	8818		SANTA MARIA WY
79106	\$1,746.42	MENDEZ, GILBERT & REBECCA	2017		LUCERNE AV
79121	\$1,490.07	HERNANDEZ, CARLOS M	2756		OLSON ST
79172	\$522.68	RHYMES, EVALINA	361		KOLHER ST
79189	\$262.00	WALAND, BHARTI & HITENDRA	1005	N	EL DORADO ST
79256	\$11,595.28	RAMSEY, REX & VICKIE	840	N	PERSHING AV
79288	\$432.05	TRAN, QUI	836		CHANNEL ST
79289	\$432.05	TRAN, QUI	836		CHANNEL ST
79314	\$698.25	MARTINEZ ETAL, CELIA	2498	E	LAFAYETTE ST
79321	\$2,446.73	PETER TR, EDWARD & SHALINI	3319		PHELPS ST
79397	\$13,367.55	YU, HONGLI	227	E	ROSE ST
79421	\$6,093.49	WILLIAMS TR, GRAYLING M	1518		JULIAN ST

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CUSTOMER ACCOUNT NUMBER	DELIQUENT BALANCE	CUSTOMER NAME	SITUS PROPERTY ADDRESS		
79536	\$2,168.06	ALEMAYEHU, KEDEST	2657		FLEMONS AV
79613	\$127.50	SURRENDER PROPERTIES LLC	101	N	WILSON WY
79646	\$585.79	BENNITT, CHRISTOPHER J	1825		PACIFIC AV
79650	\$7,175.13	CABANES, MANUEL P & Z D	1121	E	SEVENTH ST
79850	\$9,165.18	CABURIAN ETAL, CHURLENE S	1457		DEEP CLIFF WY
79874	\$4,773.51	CHANG, JEWEL H	7974		THORNTON RD
79927	\$1,681.95	PARHAM ETAL, DARYL W	1648	S	ARGONAUT ST
79973	\$19,816.00	GONZALES, TERRI PEDREGOSA	519	W	CLAY ST
80039	\$2,279.25	LOZANO, STEPHEN & LAURA	1666	S	ARGONAUT ST
80040	\$10,280.31	HOWELL SR, KENNETH L & MARIE	1397		LLOYD THAYER CI
80084	\$1,186.01	PRO DIRECT CONSULTING INC	1747		LA JOLLA DR
80087	\$4,206.34	JONES JR, WILLIAM J & DONNA M	9404		MAMMATH PEAK CI
80108	\$99.00	KHAN, SALEEM A	527	S	GRANT ST
80124	\$751.25	SARABIA, EVANGELINA	1611	N	SIERRA NEVADA ST
80126	\$450.45	JOHNSON, ROZELLA E	2206		NIGHTINGALE AV
80209	\$28.23	BURGHHER, TODD W & JENNIFER L	1045	N	EDISON ST
80212	\$2,625.15	JOHNSON, LONNIE CURT & APRIL	1220		FUNSTON AV
80213	\$4,983.74	GARCIA, JOSE DE JESUS & LILIA	3329		GRAYHOUSE LN
80214	\$20,461.80	JPMORGAN CHASE BANK	2023	S	HARRISON ST
80232	\$14,111.53	WILLIAMS TR, GRAYLING M	2002		SCRIBNER ST
80233	\$10,079.80	FIRST HORIZON HOME LOANS	2010		UNIVERSAL DR
80234	\$12,706.01	GARCIA, CESAR ARROYO	1214	S	SUTTER ST
80239	\$54.69	NISHA HOMES IRA LLC	1171	N	AIRPORT WY
80399	\$1,405.55	HERNANDEZ, JESSE A & JENNIFER	3241		DAYTON HERZOG LN
80410	\$318.17	NISHA HOMES IRA LLC	522	E	FLORA ST
80411	\$1,552.04	KJELAAS, MARLIN C & RENEE	345		FLORENCE ST
80416	\$5,320.77	LOPEZ, CARMELO JR & VIRGINIA D	1020		HENRY LONG BL
80417	\$8,753.93	ESPARZA, MONSERRAT & E M	8820		HILLCREST AV
80441	\$949.85	LOMIBAO ETAL, EDUARDO	2718		SEBASTAN LN
80475	\$44.77	FARIA, MICHAEL A & NANNETTE	645	W	ANDERSON ST
80477	\$715.04	DRENDELL ETAL, EMILY W	248	E	BANBURY DR
80480	\$8,499.63	PEDREGON, LUIS DAVID & YVONNA	2521		GALLEY WY
80514	\$7,485.12	FDIC	2233	S	LEVER BL
80523	\$215.19	BENNITT, CHRISTOPHER	5614		PINTAIL CT
80534	\$2,902.88	NISHA HOMES IRA LLC	205	W	NINTH ST
80677	\$20.52	LIU, YUREN	5420		CARRINGTON CI
80711	\$154.08	PATTERSON, BRYAN C	3591		QUAIL LAKES DR
80797	\$9,151.20	VAZQUEZ, DAVID	1553		ARTESE LN
80804	\$8,834.10	FARRIS, DAVID L & RENEE	9411		CHISHOLM WY
80838	\$162.64	SUAREZ, FERNANDO G & CECILIA S	3591		QUAIL LAKES DR
80842	\$35.53	WEST LANE ASSOCIATES LLC	6221		WEST LN
80867	\$24,595.51	BANK OF AMERICA	1606	S	CALIFORNIA ST
80895	\$1,054.19	RODGERS, DAVID	404	S	SAN JOSE ST
80924	\$162.64	CHOW, TYLER M & ANNIE M	3721		BRIDLEWOOD CI
80946	\$1,210.04	VON BOERNER, DEAN	738	E	OAK ST
80952	\$154.08	NAZZISI, EUGENE M	6486		PINE MEADOW CI
80992	\$6,186.12	JORDAN, GERALD RICKY & TEANN L	9418		CHISHOLM WY
81005	\$154.08	MILLS, LEDEAN	6632		EMBARCADERO DR

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CUSTOMER ACCOUNT NUMBER	DELIQUENT BALANCE	CUSTOMER NAME	SITUS PROPERTY ADDRESS		
81050	\$7,005.64	ZARAGOZA, OMAR & MIUSOTIC	2637		BONNIEBROOK DR
81082	\$1,284.79	MARSHALL, RICHARD	917	E	TAFT ST
81087	\$154.08	ALVAREZ, CARLOS A	7417		KARLSBERG CI
81092	\$49.92	MEZA, CARLOS E	3614		MONITOR S CI
81145	\$5,228.75	CRUZ, SANTOS	2335		OAK HILL ST
81148	\$202.08	JOSE, ALLAN F	4067		PINE LAKE CI
81193	\$154.08	IVERSEN, ERIK L	6614		EMBARCADERO DR
81220	\$155.74	LYON ETAL, SUZANNE	2220		PICCARDO CI
81223	\$155.98	PARKER, MICHAEL D	3958		PINE LAKE CI
81227	\$140.54	STANSFIELD, KHOU	2247		WESTMORA AV
81243	\$5,624.92	CALAMAYAN, ALDRIN S & CLAIRE L	2123		AUTUMN OAK PL
81246	\$720.54	KNIERIEMEN TR, ANNE G	4398		MALLARD CREEK CI
81267	\$10,308.45	HERNANDEZ, PORFIRIO	361	W	FIFTH ST
81334	\$9,414.94	WELCH SR ETAL, DONALD R	3112	E	ANDERSON ST
81335	\$5,575.53	WORLEY EST, GARY KENNETH	3120	E	ANDERSON ST
81338	\$1,437.20	QHL ASSET MANAGEMENT LLC	10617		DYLAN CT
81349	\$4,716.70	BENNETT, ANGELA M	706		PALOMA AV
81366	\$1,422.00	EDWARD, PETER	3328		HELPS ST
81401	\$7,883.19	SIANO ETAL, RENE M	2364		FAIRWAY GLEN ST
81416	\$8,037.96	NISHA HOMES IRA LLC	2022		NIGHTINGALE AV
81514	\$2,650.78	SUBLABAN, JOSEPH	1460	W	HARDING WY
81518	\$6,957.22	SALEEM, NAIMAT JAN	637	W	MORADA LN
81531	\$169.82	STEWART, GARY & GINGER	5573		ST ANDREWS DR
81540	\$1,076.49	VANDERVOORT, DEBRA	305	W	OAK ST
81549	\$5,468.40	MOBLEY, QUILLIEE KELVIN	1443		ARTESE LN
81636	\$4,131.98	ESPERANZA ETAL, JOSEPHINE	1755	S	HUNTER ST
81637	\$18,341.33	BANK OF AMERICA	1943		LATIGO WY
81642	\$728.00	UNG, SOK KIU	6290		PORTERFIELD CT
81646	\$5,474.64	FEDERAL NATIONAL MORTGAGE	8149		ROUEN CT
81657	\$6,391.07	AL-SUMERI, FAHMI	625	E	FREMONT ST
81658	\$11,356.32	GREEN, ALECIA M	1720	S	SAN JOAQUIN ST
81670	\$65.21	NISHA HOMES IRA LLC	925	S	CENTER ST
81675	\$546.29	STARLIGHT ASSETS LLC	6035		GETTYSBURG PL
81683	\$979.01	SEGARINI, FRANCES	315	W	POPLAR ST
81684	\$11,438.03	HAMMONS, PHILLIP W SR & EVELYN	2318		SCRIBNER ST
81710	\$792.14	GONZALEZ ETAL, JOHN A	1245	N	SAN JOAQUIN ST
81719	\$974.55	ARRIAGA, RUBEN	1236	S	CALIFORNIA ST
81743	\$4,968.48	TREADWAY, THEODORE R	3765		ZEALLY LN
81748	\$742.50	JOHNSON, CLINTON VAUGHN	2207		FRANKLIN AV
81768	\$2,275.68	NISHA HOMES IRA LLC	136	E	WORTH ST
81771	\$2,538.98	KHAN, SAHRA	2423		ARDEN LN
81858	\$28.59	MULHOLLAND TR, DANIEL	720		HOWARD ST
81862	\$508.46	SANCHEZ, JOEL & LUZ MARIA	440	W	HARDING WY
81868	\$35,196.08	LIANG, ZHIYONG	635	S	AURORA ST
81869	\$36,159.87	LIANG, ZHIYONG	635	S	AURORA ST
81870	\$35,352.96	LIANG, ZHIYONG	816	E	HAZELTON AV
81872	\$136.97	URIBE, MICHELE N	3806		OAK FOREST AV
81901	\$4,257.02	MIDDLETON, MARGARITA YVETTE	3607		IGNACIO CI

# DELINQUENT ACCOUNTS 2014 ASSESSMENT LIST

## Exhibit 1

CUSTOMER ACCOUNT NUMBER	DELIQUENT BALANCE	CUSTOMER NAME	SITUS PROPERTY ADDRESS		
81907	\$3,553.90	WELLS FARGO BANK	2237		ST LAKES WY
81931	\$1,636.68	NISHA HOMES IRA LLC	330	E	FLORA ST
81946	\$374.54	MAH, MICHAEL & LAI F	2819		APPLING CI
82067	\$4,567.59	KAUR, JATINDER	244	E	ELLIS ST
82103	\$141.83	GOMEZ, LUZ MARIA	1005	S	SHASTA AV
82120	\$722.87	DIMOU, ATHANASIOS COSTAS	2243	S	EL DORADO ST
82134	\$657.55	FIRPO, ERIC	409		MCCLOUD AV
82135	\$1,925.23	NISHA HOMES IRA LLC	582	W	NINTH ST
82137	\$415.24	KHAN, SALEEM AKHTAR	135	E	STADIUM DR
82140	\$2,049.95	ATLAN NATIONAL TRUST	734	E	SWAIN RD
82148	\$373.50	CHAN, PETER & SYLVIA	1960		AMBERWOOD CT
82150	\$6,003.32	HALIBURTON, TRACY	4126		BELLETTINI CT
82162	\$339.42	EL HAJJ, COSETTE	4478		CALANDRIA ST
82225	\$51.84	COSIO ETAL, PATSY A	870		WINDSAIL LN
82231	\$6,708.84	WALKER, MALIK EL SHABAZZ	123	W	JACKSON ST
82237	\$365.34	BELL, JAMES	4910		FORMOSANA LN
82244	\$463.32	ZHANG, DAO ZHENG & NIAN RONG	4572		ABRUZZI CI
82246	\$352.52	SANDERS, TRINA	2618		FRESNO AV
82247	\$885.36	GONZALES, ANDREW L	8113		MOULIN CT
82252	\$890.08	RAHMAN, MAJEEDAH	8349		KILTIE WY
82269	\$1,165.07	FERNANDEZ, FERNANDO	1414	N	PERSHING AV
82290	\$363.44	PEREZ, MARIA	429	E	MARIPOSA AV
82301	\$459.03	TOWELL, JOANNE	1909		WAGNER HEIGHTS RD
82313	\$23,344.00	MONSALVE, GUSTAVO	722	N	COMMERCE ST
82320	\$793.48	STKN PD DEPT CODE ENF REHAB TR	531	N	STANISLAUS ST
82325	\$7,411.66	BROWN, DAVID	340	S	YOSEMITE ST
82326	\$305.59	MARTINEZ, AQUILINO	4438		LA CRESTA WY
82328	\$1,512.28	CHRISTIAN, CHAD G	3022		SONATA CI
82333	\$337.76	GLOVER, LATONYA	4462		DENBY LN
82336	\$211.85	MARZETTE JR, RUSSELL K	740	W	BIANCHI RD
82409	\$264.12	WINKLER, PAUL N	8507		ACAPULCO WY
82412	\$337.76	CORDOVA, ROSENDO P	4434		CALANDRIA ST
82415	\$345.92	GODINEZ ETAL, MARIO	440		CARIBROOK WY
82423	\$250.54	ORDEZ, FRANCES E	1432		GOLDENOAK WY
82425	\$474.79	PROSPEROUS INVESTMENT	2029	E	MAIN ST
82427	\$2,563.50	BRAR, MANDEEP S	1022	S	WILSON WY
82431	\$5,788.53	345 HOLDINGS LLC	26		MARTINIQUE CT
82432	\$345.92	RAM, ANAND & SAJILA	4332		PACIFIC AV
82454	\$2,325.64	KHAN, IRFAN	1521		SPRING ST
82466	\$194.12	MILTON ETAL, DAVID L & JULIA L	1961		DEL RIO DR
82467	\$772.08	NGAK, MEARADEY	4486		DORSET ST
82470	\$363.44	DUONG, ANNIE B	409	E	GEARY ST
82476	\$293.89	SONTRA, LINDA D	4413		LA CRESTA WY
82482	\$8,975.09	SERNA, FELIPE	2409		NEMAHA WY
82483	\$337.76	LAM, TAT	328		NORTHBANK CT
82485	\$132.50	GONZALEZ, RICARDO	302	W	OAK ST
82490	\$371.60	MACIAS, EMILIO & CONNIE	3535	N	PERSHING AV
82492	\$2,578.78	DIXON, JEANINE MARIE	134	E	SONORA ST



# DELINQUENT ACCOUNTS 2014 ASSESSMENT LIST

## Exhibit 1

CUSTOMER ACCOUNT NUMBER	DELIQUENT BALANCE	CUSTOMER NAME	SITUS PROPERTY ADDRESS		
82507	\$371.60	LONG TR, ADELE J	1856		LA JOLLA DR
82510	\$628.07	ALEJANDRE, MANUEL & ELVIA	4433		CALANDRIA ST
82519	\$696.58	AFS INVESTMENT GROUP LLC	4420		LA CRESTA WY
82541	\$371.60	CHALK, CRAIG & SUSHIL	1804	N	SIERRA NEVADA ST
82547	\$135.73	PORTER, MICHAEL D & MARTHA N	2552		ANTOINE CT
82609	\$815.24	RAMIREZ, MARIA A	2328		ANITA ST
82639	\$201.40	ELLERY, RYAN C	87	W	DOWNS ST
82643	\$201.40	JOSE, LISA CERVANTES	39		HARPER ST
82644	\$897.32	LIANG, ZHIYONG	822	E	HAZELTON AV
82645	\$897.32	LIANG, ZHIYONG	826	E	HAZELTON AV
82646	\$897.32	LIANG, ZHIYONG	830	E	HAZELTON AV
82647	\$1,153.28	LIANG, ZHIYONG	850	E	HAZELTON AV
82650	\$1,502.02	ALEJO, ALBERT	1957		PISA CI
82695	\$201.40	CHAVEZ, PATRICE	304		HAMPTON ST
82697	\$131.44	JONES, KENNY	122	E	JEFFERSON ST
82703	\$262.70	PERRY ETAL, JUSTIN & REBECCA D	1905		DEL RIO DR
82719	\$450.45	VIDALES, RUBEN	1204		BANNER AV
82743	\$6,506.56	GOMEZ, PAUL A	2772		WAUSA WY
82749	\$2,717.20	STERNI, JOHN W	114	W	SONOMA AV
82761	\$302.02	YOUNG, CAMERON DESHAW	508		CARIBROOK WY
82826	\$201.40	CHITIVA, CARLOS & ELIZABETH	475		BEDFORD RD
82837	\$4,153.74	CISNEROS, SHIRLEY	318	E	LA MESA AV
82846	\$2,493.37	ESTRADA ETAL, JOSE	611	W	ANDERSON ST
82850	\$435.14	COLON, SABRINA M	4427		CALANDRIA ST
82872	\$5,009.77	CLARK, AYANA	1004		KATE LINDE CI
82874	\$4,869.11	SANCHEZ TR, CYDNEY	2033		MIGHTY OAK DR
82877	\$179.44	GARDEA, RAMON & TAMARA LYN	311	S	SAN JOAQUIN ST
82878	\$1,849.34	ROSALES, KARINA	1036		SULLIVAN AV
82893	\$16,791.98	CARRANZA, DELFINO & EVA	2014		COMSTOCK DR
82902	\$590.00	GOODRICH, ALLEN M	1748		HIAWATHA AV
82906	\$128.96	EL HAJJ, COSETTE	4471		LA CRESTA WY
82911	\$2,892.43	SIMS, BOBBY MCKINLEY	2022		POCK LN
82913	\$1,740.96	LUONG, ALAN HAU & CATHY NGOC	2106		SHADY FOREST WY
83012	\$386.88	MORA, ESTHER	3367		BILLY CT
83013	\$561.60	HIGUERA, DANIEL	4409		CALANDRIA ST
83019	\$1,686.88	BERRY, LOIS J	3366		JONATHEN ST
83024	\$446.16	LIU, DONG & XIA	827		RAYSILVA CI
83025	\$6,544.54	BLANSON, JOSEPH & ELIZABETH A	2402		SAILBOAT CT
83031	\$690.35	HIGUERA ETAL, LUCY ANN	4403		CALANDRIA ST
83039	\$618.80	MAHA, DAVOUD & FATTANEH	4438		LA CRESTA WY
83040	\$197.60	KITAGAWA, MARILYN M	825	W	MAGNOLIA ST
83043	\$4,733.94	LANDSMITH APPRECIATION FUND LL	1968		OLD OAK DR
83047	\$446.16	LIEN ETAL, LISA	2941		SAXTON DR
83048	\$197.60	MANETTI, ROBERT	426		TUXEDO S AV
83053	\$457.60	GIPSON, CATHERINE A	97	W	ADAMS ST
83056	\$1,467.44	LEGACY HOMES LLC	3137		BARBARA ST
83057	\$172.64	GOMEZ, ESTHER J	446		CARIBROOK WY
83059	\$197.60	LEIVA, SIMON G	619	W	FLORA ST



# DELINQUENT ACCOUNTS 2014 ASSESSMENT LIST

## Exhibit 1

CUSTOMER ACCOUNT NUMBER	DELIQUENT BALANCE	CUSTOMER NAME	SITUS PROPERTY ADDRESS		
83069	\$446.16	GUTIERREZ, JOSE G	1630	S	SUTTER ST
83075	\$446.16	DOUGLAS ETAL, AUDREY	2638	W	ACACIA ST
83076	\$11,595.49	GRIFFIN, ANDREW	1035	N	COMMERCE ST
83080	\$15,130.12	NISHA HOMES IRA LLC	344	W	POPLAR ST
83097	\$8,460.60	PROSPEROUS INVESTMENT PROP LLC	1956	S	CALIFORNIA ST
83098	\$92,808.90	PENG, HSIN T	228	E	JACKSON ST
83099	\$10,055.46	WILMINGTON TRUST NATL ASSN	1425	E	MAIN ST
83114	\$174.57	CERVANTES, FELIPE V	737	N	MONROE ST
83129	\$197.60	JIMENEZ, EDUARDO LUIS	610	W	OAK ST
83133	\$898.08	MAJIMAN, MAJIMAN	433	S	PILGRIM ST
83135	\$232.96	KJELAAS, MARLIN C & RENEE	1		*UNASSIGNED
83237	\$197.60	ANDERSON, ROBERT E & CARRIE M	732	N	HARRISON ST
83241	\$576.16	WOOTEN, JAMES & EVELIN	2111		OPHIR ST
83252	\$386.88	VIERA, ROSE MARIE	9411		SQUIRE LN
83257	\$6,514.91	MORRIS, BETTYE L	1827		FUNSTON AV
83259	\$2,098.16	PAYNE, JOANN	867		WILLIAM MOSS BL
83261	\$1,524.63	HABLE, LANE L & SHIRLEY L	211	N	AIRPORT WY
83262	\$446.16	RAMIREZ, MAGDELENA	257		BERKSHIRE LN
83264	\$317.20	MULTI STATE INVESTMENTS INC	418	N	CALIFORNIA ST
83269	\$5,940.03	STEWART ETAL, MERRY	2048		PERALTA AV
83270	\$2,249.13	BUCKINGHAM, DANA	2023	S	SAN JOAQUIN ST
83282	\$769.47	LUND TR, ARTHUR W	4159	N	COMMERCE ST
83284	\$922.88	LAU, HUMPHRY & ALICE	1533		JULIAN ST
83288	\$2,076.65	CUMPLIDO, MARCELO & HILDA	2612		MONTE DIABLO AV
83296	\$4,062.86	PLANTATION INN CO CORP ETAL	29	E	MARCH LN
83297	\$170.98	FIRPO, ERIC T	1220		OCCIDENTAL AV
83316	\$170.98	MORAES, ZACARIAS O	2420		OXFORD WY
83329	\$2,128.37	FRANCO, STACEY M	144	E	ADAMS ST
83332	\$170.98	NELSEN, JEANNE MARIE	2919		TOYON DR
83333	\$443.11	LIMAS, STEPHANIE E	2002		SAN SIMEONE WY
83379	\$2,067.16	NICHOLS TR, JAMES W	1528		ABBEY CT
83394	\$437.01	ANDERSON ETAL, WILLIAM E	529	N	MONROE ST
83406	\$197.60	CALDRON, DONALD D	410		CENTRAL S AV
83420	\$217.20	LOPEZ ETAL, ARMANDO	1320		BUENA VISTA AV
83430	\$130.00	RABB, ALIZA ANN	1233		HOLT ST
83431	\$9,581.40	IBUS, SANTOS S & F B	1701		KNICKERBOCKER DR
83432	\$957.41	GRIMALDO, FRANCISCO	1410		LAGUNA CI
83433	\$130.00	CALIFORNIA HEALTHCARE GROUP IN	843	N	LINCOLN ST
83440	\$566.20	JARVIS, TAYLOR CURTIS	2824		RAYMOND AV
83445	\$1,813.91	WINNINGTON, DUSTIN E & ELAINE	4128		VILLA GOMEZ LN
83451	\$195.70	EDINGTON TR, PHILIP	829		COLUMBIA AV
83457	\$195.70	NIELSEN DONALD R & MAR	845	N	ORANGE ST
83458	\$4,975.20	SHEPARD DEAN BRUCE	917		KATHERINE WY
83463	\$1,830.31	YEPEZ RAY & VERA F	1738	S	LINCOLN ST
83473	\$195.70	PYLE CASH W & ANGEL	1249		CARLTON AV
83474	\$441.87	LUNA FELIPE & ANGEL	1330	E	CHURCH ST
83484	\$1,092.84	SCOTT, VERNON L & E K	525	S	AURORA ST
83486	\$170.98	SALGADO, MARYJANE I	2421		COUNTRY CLUB BL

# DELINQUENT ACCOUNTS 2014 ASSESSMENT LIST

## Exhibit 1

CUSTOMER ACCOUNT NUMBER	DELIQUENT BALANCE	CUSTOMER NAME	SITUS PROPERTY ADDRESS		
83491	\$195.70	GARZA, REBECA	1520	W	HARDING WY
83493	\$413.84	YAMADA, DONALD M & GLORIA	25	W	MAPLE ST
83494	\$286.34	YAMADA, DONALD M & GLORIA	17	W	MAPLE ST
83497	\$385.23	VAZQUEZ, ADOLFO P	1316		OCCIDENTAL AV
83499	\$428.07	LOUIS PARK ESTATES HOMEOWNERS	1260		OCCIDENTAL AV
83500	\$128.75	WONG, KEVIN PEIK	1236		OCCIDENTAL AV
83503	\$195.70	ZACHARIAH, CHEMANOOR U	1502		PICARDY DR
83526	\$491.31	GIANNECCHINI, STEVE & MELANIE	1465	W	WILLOW ST
83527	\$195.70	HAYES ETAL, SARA	1927	W	WILLOW ST
83546	\$1,149.97	UONG, MARIE R	820		ASTOR DR
83554	\$1,466.87	HAND, KAREN	1741		TELEGRAPH AV
83566	\$6,923.79	FEDERAL NATIONAL MORTGAGE ASSN	3319		JONATHEN ST
83578	\$8,053.77	PACHECO, MARCO ANTONIO	1720		EAST AVE
83580	\$3,439.18	SHAH, SHAUKAT A.	9633		ENCHANTMENT LN
83595	\$734.45	GUADARRAMA, MARDONIO	216		SURREY LN
83598	\$2,192.99	ZABALA, VINCENTE R JR & MARY G	1634		TOIYABE LN
83608	\$1,421.91	SHARMA, ARUSENDRA D	5739		BRUSH CREEK DR
83610	\$130.00	AHMED, PARVEZ	744		CHICAGO AV
83613	\$495.12	FH RANCH LLC	5830		LINDA SUE DR
83615	\$256.48	TRAN, JOHNSON TR	1316		OCCIDENTAL AV
83616	\$1,263.20	BEARD, WILLIE JR	2245	E	SCOTTS AV
83617	\$2,284.29	REYES, DANIEL L SR & SHELLEY A	320		STONEHAVEN WY
83618	\$257.50	UONG, MARIE	1045	W	VINE ST
83624	\$172.64	MANDIC TR, A CHARLENE	2930		SHIMIZU DR
83626	\$128.96	RANADA, MICHAEL FRANCIS	1008		BOARDWALK DR
83638	\$2,681.48	ALSUMERI ETAL, FAHMI	614	E	ANDERSON ST
83644	\$9,043.56	NOVACORE LLC	1942		PAWNEE WY
83646	\$374.86	VON BOERNER, DEAN ALARIC	437	W	FLORA ST
83659	\$563.83	JIMENEZ, ROBERT	2526		WAGNER HEIGHTS RD
83665	\$2,066.76	REGALIA, EDWARD & S	1616		REGAL E ST
83671	\$1,283.38	LOPEZ, PAUL JR	640	N	F ST
83713	\$437.58	BROWN, DAVID T	1816		PISSARRO CT
83729	\$7,962.01	MIDFIRST BANK	2605		VOLPI DR
83731	\$30.18	JTA ASSETS & TRADING LLC	3406		ZACCARIA WY
83738	\$9,129.22	US BANK NA 2007-RP3	9659		BOWIE WY
83745	\$440.63	BURNS MARK C	800	N	PERSHING AV
83752	\$65.37	JARIN, ROSEVIE	5314		BRITTON AV
83770	\$1,613.99	FLORES, RAFAEL	2065	S	EL DORADO ST
83777	\$127.72	CASTELLANOS MICHAEL	1009		EL MONTE ST
83792	\$437.58	DOMINGUEZ MARY	1252		OCCIDENTAL AV
83820	\$1,739.10	MARCHENA, FERNANDO A	1938	S	LINCOLN ST
83823	\$437.58	TUAZON ELDE	2001		PISA CI
83878	\$126.48	RAMIREZ, ANDRES VARGAS	6332		PORTERFIELD CT
83880	\$126.48	MADERA, MARGARITA	924	N	AIRPORT WY
83882	\$2,320.20	RODRIGUEZ II, JESUS O	605	E	NINTH ST
83886	\$763.83	MEAGHER, ROBERT J & LINDA P	6258		PORTERFIELD CT
83890	\$1,733.54	FIELITZ, RICHARD P & LA VERNE	1205		MINE ST
83897	\$785.08	KHALID, ROBEENA ALI	2312		COUNTRY CLUB BL

# DELINQUENT ACCOUNTS 2014 ASSESSMENT LIST

## Exhibit 1

CUSTOMER ACCOUNT NUMBER	DELIQUENT BALANCE	CUSTOMER NAME	SITUS PROPERTY ADDRESS		
83901	\$1,107.19	ALFONSO, MANUEL B & L L	7227		RICHLAND WY
83925	\$4,568.88	AKIMAX INC	1814		AMERICAN ST
83927	\$436.34	NGUYEN ENTERPRISES LP	2		MARTINIQUE CT
83928	\$437.58	JIMENEZ, PEDRO SANCHEZ	333		LISA CT
83931	\$736.96	ARMENTA, ROBERTO	607	N	MADISON ST
83934	\$154.08	DIABLO BASIN INC	6381		EMBARCADERO DR
83941	\$1,656.89	FEDERAL HOME LOAN MORTGAGE	6118		LORRAINE AV
83946	\$126.48	ABENES, REMEDIOS	1752		TERRA VISTA LN
83948	\$602.61	TRAN, VIET	2947		MONTE DIABLO AV
83972	\$352.36	TORRES, ROWENA R	440	E	BIANCHI RD 3
83976	\$1,323.99	ANDREW POINTE LEGACY HOMES	125	W	ELM ST
83980	\$1,450.14	ADADE, JOHN	4830		KENTFIELD RD
83981	\$2,778.08	COMMUNITY PTP FOR	430	E	ELLIS ST
83983	\$55.21	RIMINGTON, ADAM	1544	E	HARDING WY
83988	\$1,733.16	MENDEZ, MARIA	744	E	SIXTH ST
83992	\$6,534.62	TABOADA, EDGAR A & DELA ROSA L	3203		BELLEVUE AVE
83996	\$1,858.42	MARTIN STEVE C	2233		DELAWARE AV
84000	\$1,683.29	JOHNSON, DARRELL GENE	436	E	NOBLE ST
84063	\$476.29	COLE, MARK	920	S	STANISLAUS ST
84074	\$1,507.93	HUANG ETAL, SIMON	2315		SOMERSET DR
84079	\$250.25	GLOVER, EDELL	2421		COUNTRY CLUB BL
84080	\$433.29	ALFARO FIDEL V & IRMA	1105	E	EIGHTH ST
84082	\$695.32	LI ETAL, PING	2012		MARSH ST
84091	\$3,924.19	KHAN, MOHAMMAD N	1603	E	WORTH ST
84105	\$6,078.00	ALLEN, TIM & KAREN	418	E	JACKSON ST
84107	\$997.88	BUNTON, MICHAEL A & ELIOS	3736		STEVE LILLIE CI
84109	\$433.29	NISHA HOMES IRA LLC	1829	S	SUTTER ST
84118	\$429.00	MARZETTE, RUSSELL K JR	748	W	BIANCHI RD
84122	\$318.96	DEUTSCHE BANK NATL TRUST CO TR	440		CENTRAL N AV
84128	\$125.00	CVF II RESIDENTIAL INVESTMENTS	9561		KELLEY DR
84131	\$305.00	KHAN NISAR	112		ORLEANS CT
84135	\$429.00	KNIGHT, JAMES MICHAEL	935	N	SAN JOAQUIN ST
84137	\$1,073.00	ANDERSON, J DONALD & JOS	333	W	SWAIN RD
84140	\$1,421.00	MITCHELL, LEALOR MAE	2004	N	SUTTER ST
84197	\$1,203.00	DICKINSON KEVIN P & AMY	2116		CHESTER CT
84202	\$48.96	SUN, JOYCE QI	5965		GLEN ST
84207	\$1,247.00	ENBERG JAMES & SALLY	3549		MILL SPRINGS DR
84216	\$305.00	PANAHI TR ETAL, KEVIN R	6	N	A ST
84221	\$249.00	LAVARIAS, RANDY	643		CHICAGO AV
84224	\$190.00	ZAVALA, DANIEL H	6729		EL CAPITAN CI
84225	\$2,294.53	AL-SUMERI, FAHMI & FRANCES	1430	N	EL DORADO ST
84228	\$1,482.00	NIMMO, WAXEM	2745	S	LINCOLN ST
84243	\$429.00	LAZO, GREGORIO	2321	E	OAK ST
84246	\$125.00	HPROF LLC	1118		ROYAL OAKS DR
84256	\$305.00	MANGANAAN, ARTURO C & CHONA R	229	E	SONORA ST
84257	\$305.00	CONSTANCIO ETAL, PRISCILLA	1625		SUNNYSIDE AV
84265	\$649.25	SMITH, DANIEL R TR E	5703		SHELLDRAKE CT
84295	\$5,050.39	PAMANI, JESSALYN H	916		CASTLE OAKS DR

# DELINQUENT ACCOUNTS 2014 ASSESSMENT LIST

## Exhibit 1

CUSTOMER ACCOUNT NUMBER	DELIQUENT BALANCE	CUSTOMER NAME	SITUS PROPERTY ADDRESS		
84301	\$17,406.37	GUTIERREZ ADI INC	166	W	NINTH ST
84303	\$1,383.29	GRANITE RANCH OPPORTUNITIES	4136		OAK VALLEY WY
84304	\$850.00	DURAN, KIMBERLY	720		PILGRIM ST
84307	\$2,332.06	RIMINGTON, ADAM	2305	N	EL DORADO ST
84309	\$11,512.77	GANN PROPERTIES LP	2557		SOMERSET DR
84490	\$6,904.11	US BANK NA	3002		HEBRON LN
84491	\$4,368.46	FEDERAL NATIONAL MORTGAGE	33		GLENDORA AV
84492	\$441.87	JMC INVESTMENT WORKS INC	1865	S	AMERICAN ST
84600	\$5,028.55	BANK OF AMERICA	424	N	PARDEE ST
84606	\$3,996.40	FEDERAL NATIONAL MORTGAGE	1115		ISHI GOTO ST
84610	\$5,434.56	WINDMILL PARK OWNERS ASSN	10725		TANK HOUSE DR
84611	\$41.14	AJMAL, MOHAMMED & IFTIK AHMED	1530	S	HUNTER ST
84612	\$12,113.03	FEDERAL HOME LOAN MORTGAGE	8032		GRENOBLE WY
84613	\$4,094.59	JP MORGAN CHASE BANK	9118		DALEWAOOD DR

**12.11 14-0800      *AGREEMENT WITH SHOTSPOTTER, INC.***

**RECOMMENDATION**

*It is recommended that the City Council approve by motion an agreement with ShotSpotter, Inc. for ShotSpotter Flex Gunfire Location, Alert and Analysis Service in the amount of \$100,000 for a one-year period.*

**Department:** Police

**Attachments:** Attachment A - ShotSpotter Flex Agreement-Stockton



# City of Stockton

## Legislation Text

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File #: 14-0800, Version: 1

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### AGREEMENT WITH SHOTSPOTTER, INC.

#### RECOMMENDATION

It is recommended that the City Council approve by motion an agreement with ShotSpotter, Inc. for ShotSpotter Flex Gunfire Location, Alert and Analysis Service in the amount of \$100,000 for a one-year period.

#### Summary

The Police Department began a pilot project using ShotSpotter Flex Gunfire Location, Alert and Analysis Service (ShotSpotter System) in August 2013. Through this technology, the City has achieved significant success in its efforts to combat gun violence and gang activity in the target area, two square miles in a South Stockton neighborhood prone to heavy firearm violence. The Police Department has gained valuable intelligence, addressed chronic gunfire locations, and made significant gun related arrests in large part due to this gunfire detection system. As part of the adopted Fiscal Year 2014-15 Budget and in conjunction with the Council's Strategic Target of Public Safety and Priority Goal of improving police response times, the City Council has budgeted \$100,000 to support an additional year of ShotSpotter System through June 30, 2015.

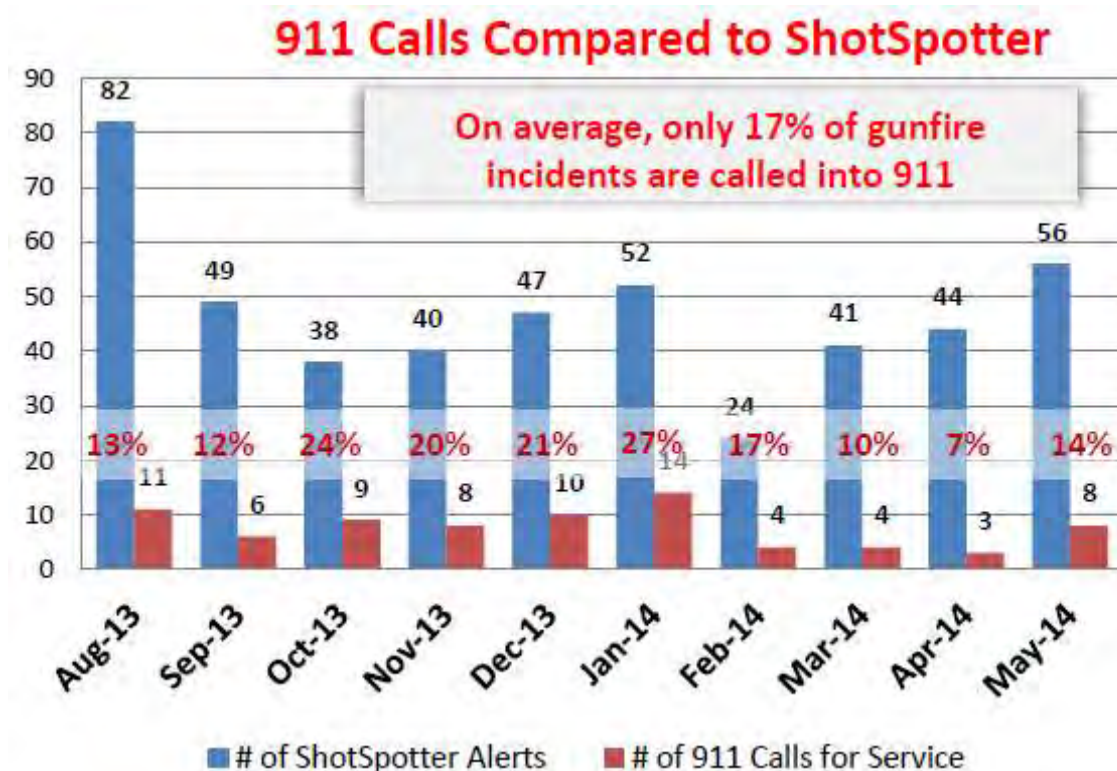
#### DISCUSSION

##### Background

In the last several years, Stockton has experienced an increased level of crimes associated with firearms, including homicides, assault with deadly weapons, and shootings into occupied dwellings. With a focus on reducing these types of crimes and restoring order to the community, the Police Department began discussions with ShotSpotter Inc. (SST), a technology vendor, regarding the opportunity to acquire a ShotSpotter Gunshot Location System. SST agreed to fully fund the installation and associated costs of this System for about two square miles in South Stockton for an eleven month pilot project beginning August 1, 2013. The coverage area was selected based on data related to shots-fired calls and actual assaults with firearms.

The system uses audio sensors installed in a designated coverage area to accurately identify and locate gunshots. It plots the shot locations on a map and sends alerts to the police department, on average in less than one minute. With the Department's continuing focus on guns and gangs, this information has been very useful in several ways, including enhanced officer safety, locating and collecting crime scene evidence, and increasing arrests for gun related crimes.

The premise of this technology is that due to a variety of factors, residents living in areas prone to firearms violence and frequent shootings are less likely to call 9-1-1 and report the crime. This trend is evident in the statistics represented in the table below:



From August 2013 through May 2014, on average, only 17% of gunfire incidents were called into the Dispatch Center as compared with the ShotSpotter alerts. During this same time period, there has been an overall average reduction of 47% in gunfire incidents in the ShotSpotter coverage area.

### Present Situation

Since the ShotSpotter System was activated, the Stockton Police Department's patrol officers and Community Response Team (CRT) officers have been actively using the alerts to investigate crimes, recover firearms used in crimes, collect shell casings as evidence, and make arrests. During the first seven months the system was in operation, four homicides were discovered, seven gunshot victims were located, 12 firearms were recovered, shell casings were located in 28 incidents, and 19 arrests were made with the help of ShotSpotter data.

In response to one of the ShotSpotter alerts, officers responded and SPD camera room operators saw several subjects in the area. The camera room operators directed the officers to where the subjects were, and one of the subjects was in possession of a firearm. That subject admitted to firing the weapon, and another subject was in possession of brass knuckles and cocaine. In response to another ShotSpotter alert, officers responded and found a suspect in the front yard of a residence with a loaded .22-caliber rifle nearby. The suspect admitted to firing the rifle and was arrested.



In another incident where ShotSpotter alerted, a victim, riding in the back seat of a vehicle, was struck by a round fired into the vehicle at the alert location. Two shell casings were collected at the scene. Officers conducted further follow up on this incident and identified a possible suspect vehicle. Several days later, that suspect vehicle was located and stopped. Both occupants were documented gang members and convicted felons. The two subjects were detained and found to be in possession of loaded and concealed weapons. They were arrested for multiple gun charges and gang enhancements. These are just a few of the success stories.

### FINANCIAL SUMMARY

As previously stated, the system has been at no cost to the Department and the City of Stockton since August 2013. During this trial period, the Department along with the Stockton Police Foundation has been actively seeking funding to continue supporting this technology. The System, as it is currently configured, costs \$100,000 for a one-year period. The City Council has allocated \$100,000 as part of the Fiscal Year 2014-15 Police Department General Fund Field Services Account No. 010-2422-530. During the year, the Department will continue to actively seek alternate funding for this program.

Attachment A - ShotSpotter Flex Agreement - Stockton

June 1, 2014

Chief of Police Eric Jones  
Stockton Police Department  
22 E. Market Street  
Stockton, CA 95202

RE: Proposal ID# STOCKCAF060114

Dear Chief Jones,

Thank you for the opportunity to provide you with this fixed price agreement for the continuation of your existing ShotSpotter Flex<sup>SM</sup> Gunfire Location, Alert and Analysis Service. The Stockton Police Department has been an exceptional user of our ShotSpotter service, and we value the opportunity to grow the partnership and support the City of Stockton in its strategic initiatives to combat gun violence and crime.

Enclosed is a customized pricing package designed to enable the City to continue its use of ShotSpotter in the existing coverage area of 2.0 square miles. Also enclosed are the scope of work and terms.

SST customers boast ShotSpotter<sup>®</sup> capabilities as an effective force multiplier enabling them to efficiently use their resources to achieve reductions of gunfire and violent crime using our recommended best practices addressing tactics, techniques, and procedures in combination with our technology. Our goal is to provide you with tools to achieve this in the shortest amount of time.

SST is more than just a vendor of gunfire location service. Our business approach is to be an agency partner. Working closely with many public safety and security agencies since 1995, we know firsthand what technology and complementary tactics, techniques, and procedures achieve results. Our experience and the courtroom-proven successes using ShotSpotter<sup>®</sup> data as evidence eclipse all other methods. SST delivers an encompassing solution to reducing gunfire and related violent crime and will be a critical data resource for your operations.

Thank you so much for our committed partnership. We stand ready to continue our support of your mission.

Sincerely,

**Lydia Barrett, SST, Inc.**  
[lbarrett@shotspotter.com](mailto:lbarrett@shotspotter.com)  
650-833-9534

# **Fixed Price Agreement for a Subscription-Based ShotSpotter Flex<sup>SM</sup> Gunfire Location, Alert and Analysis Service**

**Proposal ID: STOCKCAF060114  
Prepared on June 1, 2014  
for: The City of Stockton, California**



**Submitted by:**

**Lydia Barrett, SST, Inc.**

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fax: +1.650.887.2106  
[lbarrett@shotspotter.com](mailto:lbarrett@shotspotter.com)

**Corporate Headquarters**  
7979 Gateway Blvd, Suite 210  
Newark, CA 94560  
[www.sst-inc.com](http://www.sst-inc.com)

## Introduction

SST is the industry leader in the development and delivery of innovative, interoperable inter networked wide area acoustic surveillance systems for gunfire detection, explosive events detection, enhanced critical infrastructure and key resource security, and counter sniper uses. With its mission of reducing illegal gunfire and related violent crime, and improving physical security solutions, SST services deliver situational intelligence that heightens the safety of first responders, public safety and military, and creates significant improvement in incident management, investigations and forensic analysis. SST's services are focused on improving public and community safety by ultimately helping reduce and prevent violent gun crime and improving intelligence led policing and community policing initiatives.

SST has established a proven track record of providing quality service to customers, worldwide, and is profitable and has solid financial backing.

## Subscription-Based Gunfire Alert & Analysis Service

ShotSpotter Flex<sup>SM</sup> is delivered in a subscription-based service model, making it more affordable and more easily deployed, and without the heavy up-front costs and IT resources and expenses of a traditional model of buying hardware and software licenses. For an annual subscription fee, agencies can now take advantage of crime-reducing features including: real-time location of gunfire, audio clips, reduced time-to-dispatch, and integration with video surveillance systems, among others. ShotSpotter Flex<sup>SM</sup> also introduces Qualified Reviewed Alerts, a service that provides instant review and assessment of gunshot incidents by trained SST gunshot review experts. After SST review, valuable actionable incident data is passed to 9-1-1 dispatchers and Public Safety Answering Points (PSAPs) enabling faster and more accurate incident preparation and response.

ShotSpotter Flex's unique wide-area acoustic surveillance based system provides an effective and affordable method to detect, locate, respond to, and reduce gunfire throughout entire neighborhoods and communities. ShotSpotter Flex<sup>SM</sup> is a solution that closely aligns with the challenges faced by public safety agencies and serves as a true and proven technology enabled force multiplier.

- ⦿ A single affordable annual subscription fee aligns with the economic realities of agencies, communities, and available funding sources
- ⦿ No cost to acquire, install, operate, and maintain ... SST does it all
- ⦿ Qualified Reviewed Alerts that pinpoint incidents allow personnel in 9-1-1 dispatch centers and PSAPs to make immediate and accurate dispatch and force response decisions
- ⦿ Qualified Reviewed Alerts also provide otherwise unavailable situational intelligence that allows first responders to more safely approach and resolve active shootings

- ⊙ Affordable coverage of larger areas enables agencies to address and reduce crime on a broader scale to permanently lower overall gunfire, homicides, and related violent crime throughout an entire community
- ⊙ Scalable and extensible coverage areas
- ⊙ Alerts to mobile consoles enable rapid responses while also increasing the overall efficiency of 9-1-1 operations
- ⊙ Aggregated gunfire incident information is available for CompStat and forensic review
- ⊙ Open interface to video surveillance and other complementary security systems
- ⊙ Customer Experience Program promoting “best practices” and comprehensive training developed from ShotSpotter’s large and diverse user community
- ⊙ ShotSpotter is a *designated* and *certified* technology in accord with the Support Anti-terrorism by Fostering Effective Technologies Act of 2002 (the “SAFETY” Act)

## SST Reviewer Alert Service

When ShotSpotter Flex detects gunfire, detailed incident data is rapidly within seconds sent to the SST Operations Center, our secure data processing and alert qualification facility.

Immediately, a SST gunfire and acoustic expert analyzes the data, qualifies the incident and sends a validated alert to the dispatch center or other Public Safety Answer Points (PSAP) and even directly to mobile and field personnel. Qualified Alerts include critical situational awareness such as number of shots fired, shooter position, speed and direction of travel (of a moving shooter) and the exact time of gunfire.

The highly trained and specialized team of gunfire detection experts at the SST Operations Center has analyzed thousands of gunfire events captured by SST solutions. Their dedicated 24x7x365 expertise provides an instant assessment of all potential incidents, freeing up time that dispatchers and officers would otherwise spend analyzing alerts and giving agencies the level of data qualification they need to have complete confidence when dispatching based on alerts from ShotSpotter Flex. Drawing on their experience, SST experts are often able to add important situational intelligence to alerts, such as the possibility of multiple shooters and other critical data that can help personnel respond more safely and successfully.



## Scope of Services

The purpose of this proposal is to provide pricing and corresponding terms and conditions for the procurement of the ShotSpotter Flex<sup>SM</sup> subscription service offering including:

- Qualified reviewed alerts for gunfire
- Incident types (e.g., fireworks) that do not explicitly generate alerts will be logged and retained in the system's database, and as such will be available for reporting, analysis, and mining. In addition, the basic reports provided with the system will summarize gunfire and fireworks activity, even if (as an example) receipt of fireworks is disabled.
- Coverage area; footprint determined by customer requirement
- Sensor type(s) determined by SST or certified installer.
- SST hosted, secured, monitored and maintained infrastructure (server farm, storage, sensor networks)
- Allocation of Alert Consoles among different roles (call-taker, dispatcher, or mobile) is configurable at the discretion of the customer.
- Accessible and searchable alert history for two (2) years (additional years for a fee)
- One (1) Program Development and Subscription Orientation session
- Training Program that consists of: best practices, recommended TTPs, end-user documentation, administrator training and online end-user training
- High-level summary report and basic incident reports
- Reasonable support with Detailed Forensic Reports
- Standard customer support

Where possible, the system's acoustic sensors will be mounted on rooftops away from traffic. Where approved buildings are not available, or not an option, lamp poles or other suitable mounting locations will be considered provided they meet SST standards. All sites require 24hour by 365 day 100 to 240VAC, 50/60Hz power sources. Non-standard equipment required for system installation may require an additional fee and if so will be quoted accordingly. Should mounting locations be unavailable or should there be no sensor communications available at a site, SST will work with the customer to adjust the coverage area accordingly.

SST will be responsible for following all local, state and federal regulations, codes, rules and laws as it relates to the installation of the ShotSpotter Flex<sup>TM</sup> service.

The following table lists the combined responsibilities of SST and its customer with respect to the acquisition, installation, training, and ongoing use of a ShotSpotter Flex<sup>SM</sup> service:

DELIVERABLES, ROLES, & RESPONSIBILITIES	SST	Customer
Execute contract	✓	✓
Program Development and subscription orientation	✓	<b>assure stakeholder participation</b>
Conduct Site Survey for Acoustic and sensor communications feasibility for each sensor location proposed emplacement. Site surveys will follow contract execution; the site survey will determine the ultimate coverage area footprint and area exclusions. Actual coverage areas may vary from cursory and pre-sales discussions due to challenges that include: physical obstructions, radio or cellular reliability, availability and permissions at suitable mounting location.	✓	
Provisioning of hosted services and corresponding access for admin, Alerts, additional and optional role-based support packages (if applicable)	✓	
Provide secure storage of customer data (minimum of 2 years online, 5 years offline)	✓	
Monitoring of systems for customer support and “hands off” software upgrades	✓	
Run the SST System Profiler (a web-based analyzer) to verify system configuration and network access required for each computer (PC or MDC) which will access the ShotSpotter Flex service.		✓
Provision network access required to meet SST minimum specifications and requirements (ref “Host and Services Required to Use ShotSpotter Flex Clients” SST FED-72-01) for all computers (PC and MDC) which will access the ShotSpotter Flex Service.		✓
Install Alert Consoles on allocated workstations	✓	<b>IT assistance PC or MDC</b>
Configure data communications between the Alert Console workstation(s) and the hosted server.	✓	<b>IT assistance PC or MDC</b>
Provide GIS Data: Parcels, Addresses, Beat Boundaries and clearly identify the coverage area(s) and reporting areas		✓
Install necessary SST assets (ie, sensors) and, as appropriate, provision telecommunications lines and/or RF data radios including antenna systems with adherence to local electrical, and other relevant codes	✓	



DELIVERABLES, ROLES, & RESPONSIBILITIES	SST	Customer
Provision data communications to mobile computers to support Alert Consoles in patrol cars, command vans, etc.		✓
Integrate with complementary systems (e.g., video surveillance, CAD, Common Operating Picture)	Optional API, support only	✓
System calibration, and operational validation	✓	
End-user training (including admin training)	✓	assure stakeholder participation
Ongoing Reviewed Alerts and customer support	✓	

## Coverage Area(s)

Systems are deployed to provide a blanket of coverage for one or more specified areas. Each area is bounded by a specific *coverage area perimeter*. The area to be covered is shown in the aerial map image below, with the *coverage area perimeter* denoted by a boundary line.

This proposal includes details on the existing ShotSpotter coverage area in Stockton which is 2.0 square miles.

The area outlined is an estimate of the existing coverage area(s) and are not exact as they cannot be verified with actual acoustic propagation information to determine the precise size(s) of each area (e.g., in square miles or square kilometers). This verification can only be accomplished during the installation process, therefore the shapes may vary. Additionally if there is a discrepancy between the identified area(s) as defined by the square mileage listed in the caption and the area(s) outlined in any aerial image, the size listed in the caption text shall take precedence and be considered the true size and therefore what SST shall maximally deploy.

## Pricing, Terms, Conditions

The pricing provided is a **fixed price** quote, remains valid for ninety (90) days from the date prepared (listed on the cover page).

The price as listed herein does not include any state or local sales taxes. Customer is responsible for notifying SST if the price needs to be adjusted for sales taxes.

## Existing Coverage Area

Annual Subscription-2.0 square miles of coverage area (@\$50,000/sq. mi.)	\$ 100,000
Service Term of 12 months (July 1, 2014 – June 30, 2015)	

## Payment Terms

Payment for the service initiation and startup, all subscription fees, and any and all optional service fees shall be as follows:

- 100% due upon invoicing and after signing of agreement

## Customer Showcase & Reference

The City of Stockton has proven itself to be an exceptional customer agency in its use of the ShotSpotter gunfire data and intelligence. SST is grateful to partner with an agency of SPD's caliber, and as such, has made significant reductions in service initiation and start-up fees in order to enable the City of Stockton to gain the greatest ShotSpotter coverage areas within its budget. In exchange and within reason, the City of Stockton would agree to continue its position and cooperation as an SST Customer Showcase City and Customer Reference.

Our objective is to share best practices and improvements in the safety, security and quality of life in communities after the ShotSpotter service has been implemented and used by public safety agencies in their day-to-day operations. Our hope is that other cities and communities will be inspired to improve their own gun violence and related issues through similar best practices, operations and use of gunfire data as a critical component of their public safety technology portfolio. ShotSpotter also aims to support the City and SPD in communicating to the residents of Stockton and other important audiences, their commitment to reducing gun violence and other related crime, thereby helping improve the safety, vitality and quality of life in Stockton.

## Accompanying Exhibit

An exhibit specifying the item listed below is incorporated herein by reference and constitutes an integral part of this proposal. Unless specifically so-stated above, should there be any question of precedence between the exhibit and this proposal, then the exhibit, a single consolidated document shall be superior to the proposal itself. Items addressed within the consolidated document are:

- SST Flex<sup>SM</sup> Service Agreement
- Insurance Requirements

**IN WITNESS THEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below.

SHOTSPOTTER, INC.

{CITY OF STOCKTON, CALIFORNIA}

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SST, Inc. (also “ShotSpotter,” “we,” “us,” or “our”) and the end-user customer (also “Customer,” “you” or “your”) agree to the following Services and License Agreement and General Terms and Conditions (hereinafter, “Agreement”).

The following Agreement is an essential part of the “Purchase Documents” (which term shall include this Agreement and all executed proposals and purchase orders, together with all attachments and appendices) under which you purchase ShotSpotter Gunshot Location services identified in the Purchase Documents and described herein (“Service”). Your access, or use of any part of the Service (and/or signature on the purchase order and/or agreement) shall constitute your representation that you have read all the terms and conditions of this Agreement, and your acceptance of them as an integral part of the Agreement and your purchase or order of the Service. If you do not agree to be bound by these terms and conditions, do not access or use any part of the Service.

**1. SERVICES.** In consideration of the parties’ mutual undertakings set forth in the Purchase Documents and in this Agreement, you and we agree as follows:

For purposes of this Agreement, the Service shall consist of (i) providing access by the Customer to Reviewed Alerts delivered via a password-protected internet portal (“Alert Console”) and user interface supplied by SST (together the Alert Console and interface shall be called the “Software”) (ii) providing access to historical Reviewed Alerts and incident information via the Software; and (iii) other services as specified in the Purchase Documents.

Reviewed Alerts consist of data for gunfire incidents, detected by the ShotSpotter Gunshot Location System and reviewed by a SST incident reviewer employee (see Exhibit A).

SST will install or convert the ShotSpotter Gunshot Location System in the coverage area specified in the Purchase Document. SST will host the Service and may update the functionality and Software of the Service from time to time in its sole discretion and in accordance with this Agreement.

Except in the circumstances where a system has been previously purchased and is being converted, SST shall retain ownership of, and all rights to, all components of the ShotSpotter Gunshot Location System, including hardware components, Software and firmware. Under this Agreement the Customer is only licensing rights to access the incident information detected by the ShotSpotter Gunshot Location System.

**2. LICENSE.** The following sets forth the terms and conditions of your non-exclusive, non-transferable and terminable license to use the Service, Software and Data (as those terms are defined herein).

This License creates important legal rights and obligations, so please read it carefully before using the Service. This License constitutes an offer by us to you. **By manifesting**

**electronically your assent to these terms, using the service, or by issuing a purchase order or signing a purchase agreement, you agree to be bound by the terms and conditions of this license.** If you do not agree to be bound by the terms of this License, do not issue or execute a Purchase Document, or use the Service.

**A. RIGHTS IN DATA.** All Data created, generated, modified, compiled, stored, kept or displayed by SST through the Subscription Service in the course of providing the Subscription Service and related Services to Customer, remains the sole and exclusive property of SST. Subject to subparagraph (ii) below, SST expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, transfer, sell, offer for sale, and to use any and all Data for any purpose. Notwithstanding the foregoing sentence and although SST owns the Data with respect to the Subscription Service, SST will provide reasonable notice if any Data to be released is specific forensic or law enforcement sensitive incident information – For discussion that may pertain to any active investigation or prosecution. At no time, either in a non-exclusive or exclusive data ownership, does SST release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express consent, which shall not be unreasonably withheld.

If the customer purchases the exclusivity option, then SST will not distribute to any third party any Data related to or generated by ShotSpotter Gunshot Location System in Customer’s coverage area, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law.

SST expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, transfer, sell, offer for sale, and to use any and all Data (including, without limitation, Reviewed Alerts) for any purpose, and to authorize, license, and sublicense others to do any or all of the same.

**B. RESTRICTIONS.** The Software and Data are our proprietary products, may incorporate components supplied to us under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to Software and Data and any part thereof are the property of us or our suppliers. By virtue of this License, you acquire only the right to use the Software and Data in accordance with this Agreement, but otherwise acquire no license, title or ownership rights, express or implied, in or to the Software or Data, or any right to use or practice any of our patents, copyrights, trademarks, or trade secrets, all of which rights are reserved expressly by us or our suppliers. You may not make any copies of the written materials or documentation that accompanied any component of the Software, or use them, or any other information concerning the Service that we have designated as confidential, for any purpose other than bona fide use of the Service or Software for the specific purposes contemplated herein, nor allow anyone else to do so. You shall not, without our express written consent, which

may be withheld or conditioned in our sole discretion: (i) modify, adapt, alter, translate, copy, perform or display (publicly or otherwise) or create compilations, derivative, new or other works based, in whole or in part, on the Software or Data, or on the Service; (ii) merge, combine, integrate or bundle the Software or the Data, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions or capabilities; (iii) transfer, distribute, make available the Service, Data, or Software to any person other than the specific end-user customer identified to SST in the Purchase Documents, sell, resell, sublicense, lease, rent, or loan the Service, Data, or Software, in whole or in part, or (iv) provide use or permit operation of any of the Service, Software or Data by any person other than the original end-user customer designated in the Purchase Documents, nor in or through any application service provider, service bureau, rental or time-sharing arrangement; (v) disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover, any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Data or Software, or any data or information created, compiled, displayed, or accessible through the System, in whole or in part; or (vi) remove, modify or obscure any identification or proprietary or restrictive rights markings or notices from the Data, Software or any component thereof.

SST and its licensors retain all ownership of all intellectual property rights in and to all Data, Software, all computer programs, related documentation, technology, knowhow and methods and processes embodied in or made available to you in connection with the Service, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. All rights not expressly granted to you herein are reserved by SST. You shall take all reasonable measures to protect SST's intellectual property rights in the Service and Software, including providing assistance and measures as are reasonably requested by SST from time to time.

You are hereby placed on notice that alteration or removal of copyright management information (including, without limitation, licensor's name and other identifying information, name of the Service, the terms and conditions of this License, and identifying numbers or symbols) embodied in or associated with the Service is prohibited, because such conduct may cause others to infringe our rights in and to the system, Service and/or Software. You may also not obscure or remove any confidentiality, patent, trademark or copyright notices on any component of the Service, or any documentation.

**C. TERMINATION.** You agree that your right to use the Service, Software and Data will terminate automatically if you violate any of the terms of this License, or fail to timely pay any sums you owe to us or resellers or integrators of our Service, or fail to renew the Service upon expiration of the Service term. In the event of termination, your access to the Data and Software will be terminated, and SST will cease

delivering Reviewed Alerts, and disable your access to the Data. Customer agrees that SST shall not be liable to Customer nor to any third party for any suspension of the Service resulting from Customer's nonpayment of fees as described in this section.

**D. MODIFICATION TO OR DISCONTINUATION OF THE SERVICE.** SST reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that SST modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, SST, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that SST is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Service fees paid under the Agreement for use of the Service which was paid for by Customer but not yet furnished by SST as of the date of such termination. Customer acknowledges that SST reserves the right to discontinue offering the Service at the conclusion of Customer's then current term. Customer agrees that SST shall not be liable to Customer or to any third party for any modification of the Service as described in this section.

**E. OTHER RESTRICTIONS.** You acknowledge and agree that the source code and internal structure of the Software, Data and Service, as well as documentation, operations manual and training material are our confidential property, and trade secrets, the value of which would be destroyed by disclosure to the public. Use by anyone other than you of the Service, documentation, and Data is prohibited, unless pursuant to a valid assignment under this Agreement.

**3. LIMITED EXCLUSIVE WARRANTY.** Provided that you comply with your obligations under the terms and conditions stated herein, we warrant that the Software (as defined herein) will be free of defects in workmanship which materially impair the functioning of the Service and Software in substantial conformity with the specifications documentation accompanying the Service.

The Software covered under this limited exclusive warranty consists exclusively of ShotSpotter Alert Console software and user interface, installed and operated locally on customer's computers and devices supplied by SST for your use by on and in connection with a ShotSpotter System, subject to the terms and conditions of the License between you and us.

**A. REVIEWED ALERT SERVICE LEVELS.** As regards to sonic event review and alert services, subject to the Customer's compliance with its obligations hereunder, and to the disclaimers and limitations set forth in Exhibit A, and in Sections 5(C), 6, 7, 13 and 15 of this Agreement, we agree to provide the service levels forth in Exhibit A, attached hereto.

## **B. SYSTEM CONFIGURATION AND SERVICE LEVELS.**

As regards to System configuration, subject to the Customer's compliance with its obligations hereunder, and to the disclaimers and limitations set forth in Exhibit B, and in Sections 5(C), 6, 7, 13 and 15 of this Agreement, we agree to provide the service levels set forth in Exhibit B, attached hereto.

**C. OTHER WARRANTY.** SST warrants that the Service, Data and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

**The limited exclusive warranties expressly set forth in this Agreement are the only warranties made to you and are provided in lieu of any other warranties (if any) created by any documentation or packaging, or otherwise express or implied. These limited exclusive warranties give you specific legal rights, and you may also have other rights which vary by jurisdiction.**

**4. SST SUPPORT.** During the term of the Services, SST will make commercially reasonable efforts to promote Customer's successful utilization of the Service, including but not limited to providing Customer with user guides, online help, online training presentation, and online training sessions (as available). SST will provide reasonable efforts to respond via email to requests for support relating to incident classification within 8 hours of the request.

In addition, SST will use commercially-reasonable efforts to respond to other support requests within 24 hours of receipt of the request during the period of 8am to 5 pm Monday through Friday. The e-mail support specialist shall be responsible for receiving Customer reports of missed incidents, or errors in the Service, and, to the extent practicable over email or telephone, making commercially-reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved telephonically, then SST will use commercially-reasonable efforts to restore functionality of the Service to Service specifications within 72 business hours of receipt of the report.

**A. FORENSIC REPORTS.** SST, at the specific request of the customer, will produce and provide a maximum of two (2) detailed incident forensic reports per mile, per year, for any ShotSpotter detected incidents, including Reviewed Alerts, if such information is deemed by the customer to be valuable to the customer for investigation follow-up, prosecutorial requirements, or after action review.

Such reports must be requested a minimum of 5 days in advance of when needed, and all such requests must be in writing and addressed to the SST Customer Service Department. Customer should expect delivery of these reports within 5 days after receipt of the request. Additional reports are available within 72 hours of the

receipt of an approved purchase order in the amount of \$3,500 per additional report. This benefit shall only be available to Customer if Customer is fully current with payments due under this Agreement. In the case that Customer is not current with their payments, then forensic reports shall not be generated nor provided to Customer until Customer becomes current with its payment obligations.

**B. EXPERT WITNESS SERVICES.** SST offers reasonable expert witness services. The Customer will be responsible for all travel and per diem reimbursement. At the specific request of the customer, SST will provide individual(s) for the purposes of expert witness testimony for any ShotSpotter detected incidents, including Reviewed Alerts, for which the incident information is deemed by the customer to be valuable to the customer's prosecutorial requirements. Customer understands that SST undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. SST requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations and a point of contact for SST personnel. Due to the nature of legal proceedings, SST cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.

## **5. TERM, RENEWAL**

**A. TERM AND COMMENCEMENT.** The Service term shall be specified in the Purchase Document and will commence on the date that the Service is available to the Customer via the Alert Console.

**B. RENEWAL.** The Service may be renewed for successive periods of one year each, in accordance with the following procedure. Not later than thirty (30) days prior to the expiration of the Service term then in effect, Customer shall issue a purchase order and tender payment in full for the next annual renewal (unless otherwise agreed in writing by SST), and the term shall be renewed for another year. SST shall provide Customer with renewal fees, terms and conditions for the next successive renewal term upon Customer's request but no later than 90 days from the expiration date. Customer acknowledges that the Service fees, terms and conditions and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms.

If Customer fails to renew in a timely manner and hence allows the Service term to expire then the Service will terminate in accordance with Section 2. C. At its discretion, SST may remove the ShotSpotter Gunshot Location System and any components from the coverage area at that time. If SST does not remove the ShotSpotter



Gunshot Location System from the coverage area, Customer may reinstate the Service at a later date by renewing, however Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

**C. COMMERCIAL CARRIER DATA SERVICES.** The ShotSpotter Gunshot Location System may use wired, wireless or cellular wireless acoustic sensor communications which necessitates the existence of a real-time data communications channel from each sensor to the hosted servers via a commercial carrier. The unavailability or deterioration of the quality of such wired, wireless or wireless cellular communications may impact the ability of SST to provide the Service. In such circumstances SST will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event SST is unable to do so, SST will terminate the Service and refund a pro-rata portion of the annual Service fee to Customer.

**6. IP INFRINGEMENT; EXCLUSIVE REMEDY.**

Subject to the terms and conditions hereof, SST agrees to defend and indemnify Customer (provided it is the actual End-user Customer of the Service) from and against losses, suits, damages, liability and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the end-user customer by a third party unrelated to the customer, in which such third party asserts a claim that the Service and/or Software, when used in accordance with SST's specifications and for the purposes intended, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to purchase the ShotSpotter Flex System.

Provided, however, that SST shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof, and that Customer shall provide SST with reasonably prompt written notice of any such suit or action, and of any oral, written or other communication or other information or circumstances of which Customer becomes aware that could reasonably be expected to lead to such a suit or action (including any and all cease and desist demands or warnings, and offers or invitations to enter license agreements), and shall provide SST all reasonable assistance and information in connection with SST's investigation and defense of any claim of infringement.

Further provided, however, that this section shall not apply and SST shall have no obligation to defend and indemnify Customer in the event the Customer or a reseller, integrator, service provider or supplier modifies, alters, substitutes, or supplements any of the Service, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger or

combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities or applications not licensed by SST as part of the Service, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction or specification furnished by the Customer, nor to the extent that the Service or Software are used for or in connection with any purpose, application or function other than detecting and locating gunshots exclusively through acoustic means.

If, in SST's opinion, the Service, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against a customer in a lawsuit which SST is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to SST's obligations under this section, then SST may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected Service or Software, (2) modify or replace such Service or Software to make it or them non-infringing, or (3) refund to the purchaser a pro-rata portion of the annual Service price paid for the Service System

**The foregoing section states the entire liability of SST and customer's and its suppliers' exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the system, system components, and software. This section is in lieu of and replaces any other expressed, implied or statutory warranty against infringement of any and all intellectual property rights.**

**7. LIMITED WARRANTIES EXCLUSIVE; DISCLAIMERS IMPORTANT; PLEASE READ CAREFULLY**

**To the maximum extent permitted by applicable law, the limited warranties expressly set forth above are exclusive, and in lieu of all other warranties, whether written, oral, express, implied or statutory. There are no warranties that extend beyond those expressly set forth herein, and no prior statements, representations, or course of dealing by any SST representatives shall vary, expand or modify these warranties.**

**To the maximum extent permitted by applicable law, all other representations or warranties, express, implied, or statutory, including without limitation, any warranties of non-infringement, quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or**



any goods provided incidental to the services provided under this agreement are hereby expressly disclaimed and superseded by the exclusive limited express warranty and disclaimers set forth herein.

Without limiting the generality of the foregoing limitations and disclaimers, while the Service is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, SST cannot control how the Service is used, and, accordingly, SST does not warrant or represent, expressly or implicitly, that use of the Service will comply or conform to the requirements of federal, state or local statutes, ordinances and laws, or that use of the Service will not violate the privacy rights of third parties. You shall be solely responsible for using the Service in full compliance with applicable law and the rights of third persons.

Further, regardless of any prior statements, representations, or course of dealings by any SST representatives, we do not warrant or represent, expressly or implicitly, that the Service or its use will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area;; or that the SST-supplied network will remain in operation at all times or under all conditions.

SST expressly disclaims, and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Services or Reviewed Alerts provided by SST, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the Customer in reliance, in whole or in part, on any

**Services provided by SST, including any death, injury, or loss or damage to any property.**

**Any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed.**

**You and we each acknowledge and agree that the Service is not a consumer good, and is not intended for sale to or use by or for personal, family or household use.**

**8. YOUR OBLIGATIONS.** You acknowledge and agree that SST's duties, including warranty obligations, and ability to perform its obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations hereunder, including, but not limited to:

**A.** You agree to pay all sums due under the purchase agreement or order as and when they are due pursuant to the terms of such agreement or order. Actual access and use of the SST Service shall constitute evidence that the Service is active and the final payment is due.

**B.** You agree to use your best efforts to timely perform and comply with all of your obligations allocated to you in the Purchase Documents and/or other contract documents, including, without limitation, provisions regarding assisting SST in obtaining sensor site permissions from premises owners or lessors, in locations reasonably acceptable to SST, which obligations are incorporated by reference and made a part hereof. Unless the Statement of Work or other contract documents signed by SST allocates such obligations to SST expressly, customer shall be responsible for securing from premises owners or lessors all rights necessary to enter onto their premises to install sensors, and to place, operate and maintain such sensors on such premises. SST's duties, including warranty obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations set forth herein, and in the Purchase Documents.

**C.** You shall not permit any alteration, modification, substitution or supplementation of the SST Service or web portal, or the combining, connection, merging, bundling, or integration of the SST Service or web portal into or with any other system, equipment, hardware, software, technology, function or capability, without our prior written consent.

**D.** Unless otherwise expressly agreed in advance in writing by SST, you shall not resell, transfer, distribute or allow access to the Service or web portal or any portion thereof, to any person other than the specific end-user previously identified to SST in the Purchase Documents, and shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators or other third parties to operate, have access to, or sublicense the Products.

**E. Customer Must Have Internet Access.** In order to use the Service, Customer must have or must obtain access to the World Wide Web to enable a secure https connection from the customers work station to SST's hosted services. , either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.

**F. Passwords and Access.** Customer may designate up to the number of users under Customer's account which corresponds to the number of Seats purchased by Customer, and Customer may provide and assign unique passwords and user names for each Seat purchased. Customer will be responsible for the confidentiality and use of Customer's password and user names, and agrees that sharing passwords and/or user names with unauthorized users is prohibited.

**G.** You shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

**9. INTELLECTUAL PROPERTY RIGHTS; LIMITED LICENSE.**

We or our licensors retain all ownership of all intellectual property rights in and to all data, software, computer programs, related documentation, technology, knowhow and processes embodied in or made available to you in connection with the Service, and Software, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. Your rights to install and use the Data and Software are limited, and shall be strictly in accordance with the License set forth in Section 2 hereof. Any and all rights not granted expressly in such License are hereby reserved.

**10. EXPORT CONTROL.** You acknowledge that the ShotSpotter Flex System is the subject of a Commodity Jurisdiction determination by the United States Department of State, and has been determined to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. Accordingly, no part of the Data, Software, ShotSpotter Flex System or any GLS System component thereof may be transferred, consigned, shipped, delivered, received, exported or re-exported, nor may any technical data directly relating to any of the same or the underlying information or technology be disclosed, downloaded, uploaded, transmitted, received, furnished, or otherwise provided, to, by or through any person, government, country, or to any end-user, or for any end-uses, except in compliance with applicable U.S. export control laws administered by the U.S. Government, and any other applicable U.S. laws, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of your country. In this respect, no resale, transfer, or re-export of any ShotSpotter Flex System exported to you pursuant to a license from the U.S. Department of Commerce may be

resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non-U.S.) government, foreign (non-U.S.) person or end-user, or to any U.S. person or entity, any of the ShotSpotter Flex System, GLS System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Unless otherwise agreed and so specified in the Purchase Documents, you shall obtain and bear all expenses relating to any necessary determinations, registrations, licenses and/or exemptions with respect to its exportation, re-exportation or "deemed export" of the ShotSpotter Flex System, Data, Software or any GLS System Components or Services, as well as with respect to the disclosure or furnishing of any technical data or other information and services relating to any of the same.

In addition to compliance with the foregoing, and without limiting the generality thereof, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S. Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (b) any person on the U.S. Department of State's List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any other end-user or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

**11. PROTECTION OF CONFIDENTIAL INFORMATION.**

Unless either party (the "Receiving Party") obtains prior written consent from the other (the "Disclosing Party"), the Receiving Party agrees that it will not reproduce, use for purposes other than those expressly permitted herein, disclose, sell, license, afford access to, distribute, or disseminate any information: i) obtained from the Disclosing Party in connection with the System purchase, installation or operation, and designated by it from time to time as confidential; ii) the documentation, use and operations manuals; and output data created or compiled by the ShotSpotter Flex System; iii) your use of the ShotSpotter Flex System or technology, your deployment methodology, results, or related facts; iv) the contractual terms and payment terms applicable to the purchase of the ShotSpotter Flex System or technology, except as required by local law (collectively, "Confidential Information") Unless a section of the Purchase Document(s) specifically identifies the identity of Customer as Confidential Information, the fact that Customer is a

customer of SST shall not itself be considered Confidential Information, nor shall the name of any city in which the ShotSpotter GLS System is deployed be considered confidential information. Recipient's obligations under this section shall not apply to any of Discloser's

Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any of Discloser's Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by such Recipient; provided, however, such Recipient shall provide prompt prior written notice thereof to such Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. Receiving Party shall use reasonable controls to protect the confidentiality of and restrict access to all such Confidential Information to those persons having a specific need to know the same for purposes expressly authorized herein, and render unreadable prior to discarding, all records containing our Confidential Information. In any event such controls shall not be less protective than those Receiving Party uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information

**12. NOTICES.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing at such party's address or number or at such party's last known address or number. The party's addresses may be changed by written notice to the other party as provided herein.

**13. FORCE MAJEURE.** In no event shall SST be liable for any delay or default in its performance of any obligation under this or any other agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo or civil disturbance, breakdown or destruction of plant or equipment, or arising

from any cause whatsoever beyond SST's reasonable control. At SST's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of SST so long as any such cause shall prevent or delay performance, and SST agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

**14. DEFAULT; REMEDIES.** Upon the occurrence of any default by or breach of your obligations, we may at our option, effective immediately, either: (i) terminate our future obligations under this agreement, terminate your License to use the Service and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the agreement and proceed in any lawful manner to obtain satisfaction of the same. In either case, you shall also be responsible for paying court costs and reasonable attorneys' fees incurred by or on behalf of us, as well as applicable repossession, shipping, repair and refurbishing costs.

**15. LIMITATIONS ON LIABILITY.** In no event shall either party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.

**In any event, except for its IP infringement indemnity obligations under section 6 hereof, SST's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this agreement) and regardless of the form of action or legal theory shall not exceed two times the amount paid to SST under this agreement, or the amount of insurance maintained by SST available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.**

#### **16. GENERAL PROVISIONS.**

**A. NO AGENCY.** Neither SST nor any of its employees is an agent or representative of Customer and the Customer is solely responsible for obtaining any required authorizations from any governmental agency, body or commission and for compliance therewith.

**B. COMPLIANCE WITH LAWS AND TAXES.** You shall comply with all applicable laws, statutes and regulations relating to the sale, distribution, and use of the Service and the performance of your duties and obligations

hereunder. All prices are exclusive of all tariffs, customs duties, imposts, national, federal, provincial, state, and local VAT, excise, sales, use and similar taxes. You will be pay and be responsible for paying any and all such taxes and tariffs, when applicable.

**C. EQUAL OPPORTUNITY CONTRACT CLAUSE.**

SST is committed to the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (41 CFR 60-1.4), section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-250.5(a)), and, the Jobs for Veterans Act of 2003, (41 CFR 60-300.5(a)) as well as any other regulations pertaining to these orders.

**D. SEVERABILITY AND INTERPRETATION.**

If any provision, in whole or in part, of this Agreement and/or the Purchase Documents of which it is a part is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions, and there shall be substituted for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. No part or provision shall be interpreted in favor or against any party because such party or its counsel drafted the relevant provision. No course of dealing, usage, custom of trade, or communication between the parties shall modify or alter any of the rights or obligations of the parties under this Agreement and Purchase Document(s).

**E. INTEGRATION, AMENDMENT AND WAIVER.**

This Agreement, and the Purchase Document(s) of which it is a part, together with any other exhibits or appendices thereto, constitute the entire understanding between SST and you. No other documents or representations shall be used in interpreting it. Any and all written or oral agreements heretofore existing between the parties are expressly cancelled and/or superseded. Any other document, proposal, specification, statement of work, marketing collateral, or representation which may vary, alter, amend or supplement these terms and conditions will not be binding unless agreed to in a writing signed by appropriate representatives of both SST and Customer. No modification, variance, amendment or waiver of any part of Agreement or Purchase Document(s) shall be binding upon either party, whether written, oral, or in any other medium, unless made in writing and signed by authorized representatives of both parties. All the parties' rights and duties are material and time is of the essence; no waiver of any rights hereunder shall be deemed effective unless in writing executed by the waiving party; no waiver of either party's breach of any provision of this Agreement or Purchase Documents shall constitute a waiver of any prior or subsequent breach of the same or any other provision, and no failure to exercise, and no delay in exercising, any right(s) hereunder on either party's part shall operate as a waiver of any such right; all of the parties' rights are cumulative; and, no single or partial exercise of any right

hereunder shall preclude further exercise of such right or any other right.

**F. BENEFIT AND BURDEN; ASSIGNMENT.** Subject to the following provisions, this Agreement and the Purchase Documents of which they are a part shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns only. **Notwithstanding that the Service and Software, and its output data may be used for law enforcement, military, public safety, and force protection purposes, there are no third party beneficiaries intended to benefit from these general terms and conditions of sale, or the agreement or order of which they are a part.**

Customer may not assign or transfer this Agreement and the Purchase Documents of which they are a part, or any of the rights granted therein, in whole or in part, by operation of law or otherwise, without SST's express prior written consent. SST may assign or transfer this Agreement and the Purchase Documents and/or SST's rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining Customer's consent. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without SST's express consent.

**G. GOVERNING LAW AND DISPUTE RESOLUTION.**

The validity, performance, and construction of this agreement shall be governed by the laws of the State of California, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply. If the parties disagree as to any matter arising under this Agreement or the relationship and dealings of the parties hereto, then SST and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement, by negotiation. Should the dispute not be resolved within a reasonable time after commencement of such negotiations, it shall be mediated before one or more mediators mutually acceptable to both parties. Costs of mediation will be allocated as part of the resolution in mediation, but absent such resolution, shall be paid equally by the parties. If such effort is unsuccessful, any controversy or claim arising out of or relating to this Agreement or the validity or breach of any of the provisions thereof, or the relationship, dealings, rights, and obligations of the parties, or use of the Service, shall be settled by binding arbitration, before three arbitrators, in or as near as possible to Mountain View, California, United States of America, or in such other location as the parties may agree, in accordance with the Commercial Rules of the American Arbitration Association in effect on the date of this agreement. Such arbitration shall be conducted before



three arbitrators. The parties acknowledge and agree that this agreement involves a commercial transaction in commerce and that arbitration and award hereunder shall be governed by the federal Arbitration Act. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In addition to any other remedies to which it may be entitled, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs (including expertwitness fees and costs) incurred in connection with enforcing its rights or defending itself.

**All parties hereby irrevocably waive any and all rights they may have to a trial by jury in any judicial proceeding involving any claim relating to or arising under this agreement or any other agreement between the parties hereto.**

**H. HOLD HARMLESS.** SST agrees to indemnify, save, hold harmless, and at Customer's request, defend the Customer, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or

resulting to the Customer in connection with the installation or maintenance of the ShotSpotter Gunshot Location System by SST, its officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance of installation or maintenance, or failure to perform installation or maintenance, of SST, its officers, agents, or employees under this Agreement. 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.

**I. INSURANCE.** During the term of this Agreement, SST shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit C and shall otherwise comply with the provisions of Exhibit C.

## EXHIBIT A - Reviewed Alert Service Levels

The ShotSpotter Flex System detects loud impulsive incidents, classifies them as gunfire, fireworks, or other, and sends them to the SST Incident Review Center. Within 15 seconds of receiving the incident audio download, SST review personnel will begin analysis of the incident, which will include observing sensor audio wave files and listening to sensor audio. The outcome of this review is intended to confirm or change the System's classification of the incident type, and, depending on the reviewer's confidence level that the incident is or may be gunfire, will result in an alert ("Reviewed Alert") sent to the Customer's **Alert Console**, based on the following criteria:

<u>Incident Type</u>	<u>Action</u>
High confidence incident is gunfire	Reviewed Gunfire Alert sent to Customer Alert Console
Uncertain if incident is gunfire or not	Reviewed Possible Gunfire Alert sent to Customer Alert Console
Low confidence incident is gunfire	<b>No alert will be sent;</b> incident available for customer review in the incident history available through the Customer Alert Console

Reviewed Alerts are sent to the Customer Alert Console. Information in a Reviewed Alert will include the location of the incident, the reviewer's qualitative assessment of the confidence level that the incident is or may be gunfire, along with other pertinent information and data.

Specifically, information provided in a Reviewed Alert may include any or all of the following:

- "Dot on the map" and closest parcel address denoting the location of the incident
- Qualitative Confidence that the incident is gunfire: High or Uncertain
- Qualitative Severity: Single shot, multiple shots, drive by shooting, full automatic
- Comments (if any)

The majority of incidents will be processed within 45 seconds of the System notifying the SST Incident Review Center of an incident and 90% of the incidents will be processed in less than 60 seconds. In the unlikely event that the review center loses connection to the hosting facility or the review center is unable to process the incident within approximately 60 seconds for some reason, the system will automatically route unreviewed incidents directly to the customer based on the systems classification of the incident. In the event the reviewed incident data reveals information that will aid in responder situational awareness, SST may (but is not obligated to) include this information as Comments in the Reviewed Alert.

During major holidays such as in the case of New Years Eve, Independence Day, and Cinco de Mayo, most communities experience a large increase in firework activity. During these periods, usually at least 48 hours in advance of the holiday, during the holiday and 48 hours following the holiday, SST will put the system into fireworks suppression mode so that the reviewers can focus their response to incidents classified as gunfire. SST will inform the customer prior to the system being placed in fireworks suppression mode and when fireworks suppression mode is disabled. The actual timing of fireworks suppression mode being active is determined by the review center based on the level of fireworks being discharged. While in fireworks suppression mode, fireworks incident alerts are not sent to the reviewer nor the customer alert console, however all firework incidents continue to be stored in the data base should any of this information be needed at a later time.

The purpose of the Reviewed Alert Service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above, in situations where the analyst's qualitative confidence that an incident is or may be gunfire meets the criteria set forth above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. SST does not undertake any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by SST.

The Incidents & Reports Portal provides the Customer with full and immediate access to all incident history including the same information SST uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This enables the Customer to perform its own incident reviews and run various reports. This data access is available as long as the Customer is under active subscription.



## **EXHIBIT B - System Configuration and Service Levels**

SST will deploy or have deployed a ShotSpotter Flex system over the agreed upon coverage area. The system will be designed to detect at least 80% of the unsuppressed outdoor gunfire, with a location accuracy to the shooter's location within 25 meters, after sensor calibration. These performance levels are predicated on the deployment of sensors at all such sites, the foregoing performance levels may be compromised.

The sensors send incident information to a server in a SST hosting facility via third party cellular, wireless or wired networks. SST is not responsible for outages on the third party networks. SST will be responsible for installation and maintenance of the sensors and cost of the sensor communications to the hosted location server. The hosted server infrastructure (exclusive of communications networks) shall be maintained at 99.9% application availability exclusive of scheduled maintenance that SST will make reasonable efforts to coordinate with the customer.

The connection between the reviewer's console and the Customer's Alert Console is secured using a secure message protocol over http connection, where individual messages are encrypted using the same Public Key Infrastructure ("PKI") as a secure VPN connection.

Providing local access to the internet for the Alert Console is the responsibility of the Customer, as is providing a work station with access to the internet. The Customer may choose to set up multiple sessions of Alert Consoles as a form of redundancy.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**  
**SERVICES AND PRODUCTS VENDORS**

**VENDOR** shall procure and maintain for the duration of the Agreement, insurance against all 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 **VENDOR**, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Vendor shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:

- A. **COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence.
- B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
- C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

FOR **ADDITIONAL** REQUIREMENT(S):

- (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and \$2,000,000 Aggregate limit.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

- 1 The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.*
- 2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date **VENDOR** completes its performance of services under this Agreement.
- 3. For any claims related to services or products provided under this contract, the Vendor's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Vendor's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.

4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.
5. Regardless of these contract minimum insurance requirements, the Vendor and its insurer shall agree to commit the Vendor's full policy limits and these minimum requirements shall not restrict the Vendor's liability or coverage limit obligations.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.
8. Proper address for mailing certificates, endorsements and notices shall be:  
  
City of Stockton  
Attention: Risk Services  
425 N. El Dorado Street  
Stockton, CA 95202
9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Vendor shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

If at any time during the life of the Contract or any extension, the Vendor 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.

If the Vendor should subcontract all or any portion of the work to be performed in this contract, the Vendor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

**APPROVE PURCHASE OF LED STREET LIGHT LUMINAIRES**

**RECOMMENDATION**

*It is recommended that the City Council approve a motion and findings authorizing the purchase of 3,000 Light Emitting Diode (LED) street light luminaires, in the amount of \$673,751, through the City of Portland, Oregon's purchase contract with Leotek Electronics USA (Leotek).*

*It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.*

**Department:** Public Works

**Attachments:** Attachment A - Contract - Purchase of LED Street Light Luminaires

**Attachment B - Agreement Purchase of LED Street Light Luminaires**



# City of Stockton

## Legislation Text

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File #: 14-0801, Version: 1

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### APPROVE PURCHASE OF LED STREET LIGHT LUMINAIRES

#### RECOMMENDATION

It is recommended that the City Council approve a motion and findings authorizing the purchase of 3,000 Light Emitting Diode (LED) street light luminaires, in the amount of \$673,751, through the City of Portland, Oregon's purchase contract with Leotek Electronics USA (Leotek).

It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

#### Summary

The Fiscal Year (FY) 2014/15 Capital Improvement Program (CIP) includes a project to convert a portion of the City's high pressure sodium (HPS) arterial roadway street light inventory to LED luminaires. The target street lights for this project are on the City's arterial roadways throughout the City, including the downtown area. The major benefits of the conversion are lower monthly costs and a reduced carbon footprint due to reduced electricity consumption, and reduced maintenance and replacement costs due to longer product life. The project will be undertaken in two phases, with phase one converting 3,000 lights by December 2014 to take maximum advantage of Pacific Gas and Electric (PG&E) rebates that are decreasing at the end of the calendar year. Once product has been received, Public Works' staff will commence installation of approximately 500 lights in the downtown area. A contract for conversion of the remaining phase one lights by December 2014 is currently out to bid and will be the subject of a future report to Council. Phase two of the project will be undertaken in the second half of FY 2014/15 by utilizing phase one rebate funds and any remaining project balance. Staff estimates that phase two funding will be sufficient to convert approximately 1,600 lights.

The recommended motion approves findings and authorizes the purchase of the 3,000 LED street lights in the amount of \$673,751 through the City of Portland, Oregon's purchase contract with Leotek as an intergovernmental cooperative agreement purchase (Attachment A). The required 1.0 percent intergovernmental cooperative administrative fee (CAF) by the City of Portland from Leotek and sales tax are included in the said amount.

Funding for this project was allocated in the FY 2014/15 CIP budget.

#### DISCUSSION

##### Background

The City of Stockton has an inventory of approximately 19,000 street lights. The majority of these

lights utilize HPS as a light source, which until recently was the most efficient light source available. However, recent improvements to LED technology have increased efficiency and reduced initial product cost, and LED street lights are the new preferred light source. LED street lights use less energy and have longer luminaire lifetime than HPS, which reduces ongoing costs for electricity and general maintenance. Staff recognized the potential savings to be achieved by converting the City's street light inventory, and developed a plan for incremental conversion starting with the higher wattage HPS street lights. Conversion of these lights generates the largest reduction in electrical consumption, an average of 60 percent, which will yield the greatest financial and carbon footprint impact. The project will help the City meet greenhouse gas and sustainable community strategy goals as required by State legislation.

The FY 2014/15 CIP budget allocated \$1.2 million of mission critical funding for conversion of all 200 watt HPS street lights to LED. In addition to this funding, PG&E has a rebate program for conversion of HPS street lights to LED; however, the amount of the rebate is schedule to be reduced at the end of 2014 (from \$125 per fixture to \$60). It is therefore desirable to install the maximum amount of fixtures possible before the end of 2014 to maximize the rebate amount.

Staff has researched LED street light conversions undertaken by other agencies and determined that the City of Portland, Oregon, has contracted the most favorable price for the procurement of the Leotek LED street light luminaire fixtures. Many public agencies such as the City of Los Angeles, City of San Jose, City of Modesto, and the California Department of Transportation (Caltrans) are using the Leotek street light fixtures due to their high performance, quality, and low cost. Locally, Caltrans District 10 (Stockton) utilizes Leotek street light fixtures and recommends their use.

### Present Situation

The City of Portland, Oregon, completed a competitive bidding process in May 2013 for a LED luminaire purchase contract and received thirteen bids. The City of Portland hired DKS Associates to evaluate the performance of the bidders' proposed LED products against its required specification. The contract was awarded to the lowest bidder, Leotek (Attachment A).

City of Stockton Public Works' staff has evaluated the City of Portland's specifications and determined them to be suitable. The City of Portland's contract bid price is the most favorable price for the procurement of LED street light luminaires compared to bids received by various public agencies in California, even with the required 1.0 percent intergovernmental CAF for the total purchase volume cost. The CAF is required by the City of Portland from Leotek.

As it is important to proceed with installation as soon as practical to maximize rebate potential, staff proposes the purchase of 3,000 LED street light luminaires through the City of Portland's purchase contract with Leotek as an intergovernmental cooperative purchase agreement. Use of this type of cooperative purchasing program reduces the net purchasing cost by obtaining low bids through a competitive bidding process without the expense and delays associated with conducting the bid process. Staff time and the associated costs to prepare documents are minimized.

Once product has been received, Public Works' staff will commence installation of approximately 500 of the fixtures in the downtown area. A contract for conversion of the remaining 2,500 lights by December 2014 is currently out to bid. It is anticipated that this contract will be before Council for award in September. Phase two of the project will be undertaken in the second half of FY 2014/15

utilizing PG&E rebate funds from phase one, and any remaining project balance. Staff estimates that phase two funding will be sufficient to convert approximately 1,600 lights. In total, the project is anticipated to convert approximately 4,600 street lights, with an average annual energy savings of \$380,000.

### Findings

Stockton Municipal Code, Section 3.68.070 (B) provides for an exception to the competitive bidding requirements in cases where Council approves findings which support and justify the purchase through a cooperative agreement.

Proposed findings to support this purchase are as follows:

1. The City of Portland, Oregon, has established a cooperative purchase agreement for the purchase of the LED street light luminaires.
2. The City of Portland, Oregon, established this cooperative agreement pursuant to a competitive bidding process.
3. The bid specification used by the City of Portland, Oregon, has been assessed as compatible to the City of Stockton standards.

### FINANCIAL SUMMARY

The purchase amount of \$673,751 includes the intergovernmental CAF and sales tax as follows:

3,000 LED luminaires @ \$204 each	\$	612,000
Cooperative Administrative Fee (1%)	\$	6,120
Sales Tax (9%)	\$	55,631
Total Purchase Price	\$	<u>673,751</u>

The funding for this purchase will come from the approved CIP project budget (project number PW1430), which has sufficient funding. The project is funded from the General Fund and is expected to generate energy savings estimated at \$380,000 per year.

Attachment A - City of Portland, Oregon's Contract Price Agreement No. 31000480  
Attachment B - Purchase Agreement with Leotek Electronics USA



**PRICE AGREEMENT NO. 31000480**

for

**LED ROADWAY LUMINAIRES**

This Contract, made and entered into this 10<sup>th</sup> day of October, 2013, by and between Leotek Electronics USA a California (state) Corporation, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City. This Contract may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

**WITNESSETH:**

ARTICLE I. The Parties hereto mutually covenant and agree to and with each other as follows:

**1. SPECIFICATIONS:** Contractor shall provide luminaires for the City of Portland. All supplies shall be delivered in accordance with Attachment A.

**2. EFFECTIVE DATE AND DURATION:** The initial term of this Contract shall begin on November 1, 2013 and shall expire on October 31, 2014 unless terminated sooner as provided herein. The Parties may agree, by mutual consent, to extend this Contract for an additional two (2) year period, taken individually or in multiple years. At least thirty (30) days prior to the expiration of the initial term, or extension, the Parties shall commence discussions if they desire to extend the Contract. The Contractor shall provide a written extension proposal within fifteen (15) calendar days following the City's request for such a proposal. However, nothing binds or requires either Party to extend this Contract. The total term of this Contract shall not exceed three (3) years.

**3. CONSIDERATION:** The City agrees to pay Contractor a sum not to exceed \$2,500,000/year for receipt and acceptance of the goods. Interim payments shall be made to the Contractor according to the schedule identified in Attachment B.

**4. INVOICING:** The City of Portland is a tax-exempt governmental agency. Prices shall not include federal, state, local, or other taxes designated now or hereafter, unless the City is responsible therefore. The Contractor shall submit billings in a timely fashion. Invoices shall be sent to:

Attn: Norberto Adre  
City of Portland  
Portland Bureau of Transportation  
1120 SW 5<sup>th</sup> Avenue, Suite 800  
Portland, OR 97217

Contractor is at all times solely responsible for billing accuracy and timeliness; Contractor shall provide invoices for the goods and services to the City in paper form. Invoices will not be processed for payment until receipt of a properly completed invoice and until all invoice items are received and satisfactory performance of Contractor has been attained. Invoice payment terms including any offered prompt payment discounts shall start on the date of the invoice.

**5. INVOICE PAYMENT:** Invoices submitted for payment shall identify the goods and services, the unit price, quantity, extended price, order number and invoice total. Billing details may be agreed upon between the Parties. Invoicing for goods and services shall at all times be in arrears. Invoices for payment shall be provided to the City within ninety (90) days of successful delivery of the billed goods and services.

Revised invoices or billing adjustments shall apply only to goods and services that can be verified by the City. Requests for such adjustments shall be submitted in writing to the City within six (6) months of acceptance of the goods and services, shall reference the original invoice in which the error was made, and contain the level of detail defined in billing detail above. Billing adjustments shall not be submitted to the City in any form other than a paper document. The City shall pay undisputed portions of disputed or incorrect invoices where the City can easily identify the undisputed portion. Failure by the City to pay

any portion of or the entire invoiced amount based on Contractor billing errors, goods and services that fail to comply with this Contract, or disputed charges shall not constitute default under this Contract. Payment of an amount less than the total amount due on all unpaid invoices shall be any particular amount or item, which is subject to any claim of error or dispute between the Parties, without prior written City approval.

It is the City's policy to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, vendors shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at:

<http://www.portlandonline.com/omf/index.cfm?c=26606&a=409834>. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be in United States currency.

ARTICLE II. Work under this contract shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Chief Procurement Officer or the Auditor.

6. **INSURANCE:** Contractor shall obtain and maintain in full force at Contractor expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

(a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Contractor and all subcontractors shall maintain coverage for all subject workers.

☒ Required and attached      or      ☐ Proof of exemption (i.e., completion of Independent Contractor Certification Statement)

**Additional Insured.** The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include the City of Portland and its divisions, officers and employees as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance

**Notice of Cancellation or Change.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City Auditor. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

**Certificate(s) of Insurance.** As evidence of the insurance coverages required by this Contract, the Contractor shall provide proof of insurance through acceptable certificate(s) of insurance and additional insured endorsement form(s) to the City prior to the award of the Contract if required by the procurement document, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Contractor shall pay for all deductibles

ARTICLE III. In consideration of the premises, and in accordance with the provisions for acceptance and payment for work set forth in these Standard Terms and Conditions and Special Terms and Conditions, the City and Contractor hereby agrees as follows:

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## STANDARD TERMS AND CONDITIONS

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7. **INDEPENDENT CONTRACTOR STATUS:** The Contractor is engaged as an independent contractor and shall be responsible for any federal, state, and local taxes and fees applicable to payments hereunder. The Contractor, its subcontractors, and their employees are not employees of the City and are not eligible for any benefits through the City including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

**8. NO THIRD PARTY BENEFICIARIES:** Contractor and City are the only Parties to this Contract and are the only Parties entitled to enforce its terms. Nothing in this Contract gives, assigns or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.

**9. SUCCESSORS IN INTEREST:** The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and approved assigns.

**10. SURVIVAL:** The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

**11. COMPLIANCE WITH APPLICABLE LAW:** In connection with its activities under this Contract, Contractor shall comply with all applicable federal, state and local laws and regulations. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to this Contract. The following additional conditions apply to this solicitation and any resultant purchase order or contract: Appendix A as attached hereto.

The Contractor must be in compliance with the laws regarding conducting business in the City of Portland before an award may be made and shall be responsible for the following:

**Certification as an EEO Affirmative Action Employer:** The Contractor is certified as an Equal Employment Opportunity Employer as prescribed by Chapter 3.100 of the Code of the City of Portland through 12/02/13. The certification will be maintained throughout the duration of the Contract.

**Non-Discrimination in Employee Benefits (Equal Benefits):** The Contractor has complied by providing the Equal Benefits Compliance Worksheet/Declaration Form indicating: Compliant.

**Business License Tax Account:** The Contractor license # 743558 is in compliance with the City of Portland Business License Tax requirements as prescribed by Chapter 7.02 of the Code of the City of Portland and will be maintained throughout the duration of this Contract.

**Notification To State Of Nonresident Contractor:** If the Contract Price exceeds \$10,000 and the Contractor is a Nonresident Contractor, the Contractor shall promptly report to the Oregon Department of Revenue on forms provided by the Department of Revenue, the Contract Price, terms of payment, Contract duration and such other information as the Department of Revenue may require before final payment can be made on the Contract. A copy of the report shall be forwarded to the City. The City shall satisfy itself that the above requirements have been complied with before it issues final payment on the Contract (PCC 5.33.695) [http://www.oregon.gov/dor/forms/misc/nonresident-bidder\\_800-020.pdf](http://www.oregon.gov/dor/forms/misc/nonresident-bidder_800-020.pdf).

#### **Wage Rates**

**WAGE RATES:** State of Oregon, Bureau of Labor and Industries (BOLI) prevailing wage rates are required to be paid to workers in each trade or occupation that the Contractor or Subcontractor uses in performing all or part of the work on this project. The applicable prevailing wage rates for this project will be the rates in the BOLI publication titled "Prevailing Wage Rates for Public Works Contracts in Oregon" effective on July 1, 2012 including any applicable amendments dated October 1, 2012 which are hereby incorporated into this contract by this reference. Workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. You can download your copy from [www.oregon.gov/boli](http://www.oregon.gov/boli). If you need additional copies, contact Bureau of Labor & Industries, 800 NE Oregon St. #32, Portland, OR 97232; phone 971-673-0839.

**The City of Portland is required to pay the Prevailing Wage Rate (PWR) fee directly to the Oregon Bureau of Labor and Industries. Therefore, Contractor acknowledges that this fee has not been included in the bid amount for this project.**

The City has determined this Contract is not subject to Prevailing Wage Rates.

**12. GOVERNING LAW / VENUE:** The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of laws provisions. Any action or suits involving any question arising under this Contract shall be brought in the appropriate court in Multnomah County, Oregon. By executing this Contract the Contractor agrees to in personam jurisdiction of the Oregon courts.

**13. NONDISCRIMINATION:** Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act

of 1990 (Pub. L. No. 101-336) including Title II of that Act, ORS Chapter 659.425, and all regulations and administrative rules established pursuant to those laws.

**Non-discrimination: Civil Rights.** In carrying out activities under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Contractor shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Actions shall include but not be limited to, the following: 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. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices provided by City of Portland setting for the provisions of this nondiscrimination clause. Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Contractor shall incorporate the foregoing requirements of this paragraph in all of other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

**14. INDEMNITY:** Contractor shall hold harmless, defend, and indemnify the City of Portland, its officers, employees, and agents, from all claims, demands, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature, including all attorney's fees and costs, resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents including intentional acts, or of its subcontractors, agents or employees under this Contract. Contractor is not responsible for any damages caused by the actions of the City, its officers, employees and agents.

**15. ASSIGNMENT OF ANTI-TRUST RIGHTS:** By entering into a contract, the Contractor, for consideration paid to the Contractor under the Contract, does irrevocably assign to the City of Portland any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future, including, at the City's option, the right to control any such litigation on such claim for relief or cause of action, by reason of violation of 15 USC SS 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor by any person, which goods or services are used, in whole or in part, for the purpose of carrying out the Contractor's obligation under this Contract.

In the event the Contractor hires subcontractors to perform any of the Contractor's duties under the Contract, the Contractor shall require the subcontractor to irrevocably assign to the City of Portland, as a third party beneficiary any right, title or interest that has accrued or may accrue to the subcontractor by reasons of any violation of 15 USC SS 1-15, ORS 646.725 or ORS 646.730, including, at the City's option, the rights to control of any litigation arising thereunder, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of the Contract.

In connection with this assignment, it is an express obligation of the Contractor that it will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder to the City of Portland. It is an express obligation of the Contractor to advise the City Auditor or the Office of the City Attorney of Portland, Oregon:

- A. In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action;
- B. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
- C. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the City of Portland.

Furthermore, it is understood or agreed that in the event that any payment under such claim is made to the Contractor, it shall promptly pay over to the City of Portland its proportionate share thereof, if any, assigned to the state hereunder.

**16. SEVERABILITY:** In the event that a court, government agency, or regulatory agency with proper jurisdiction determines that this Contract, or any provision of this Contract, is unlawful, this Contract, or that provision of the Contract to the extent it is unlawful, shall terminate. If a provision of this Contract is terminated but the Parties can legally, commercially, and practicably continue without the terminated provision, the remainder of this Contract shall continue in effect.

**17. FUNDING:** In the event the City, during the adoption of the City's annual budget, reduces, changes, eliminates, or otherwise modifies the funding for any of the projects identified herein, the Contractor agrees to abide by any such decision including revision or termination of services.

**18. ASSIGNMENT AND SUBCONTRACTING:** This Contract or any interest therein shall not be assigned or subcontracted to any other person or entity without the prior written consent of the City of Portland. In the event of transfer without prior written consent, the purported transfer is void and the Contractor remains liable for performance of the Contract.



Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

**19. LIENS:** Contractor shall not permit any claim to be filed or prosecuted against the City or any lien against the property purchased in connection with this Contract and agrees to assume responsibility should such lien or claim be filed.

**20. SUSTAINABLE PROCUREMENT:** Pursuant to the City's Sustainable City Principles, which direct City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms, the Contractor is encouraged to incorporate these Principles into their scope of work with the City wherever possible. Therefore in accordance with the Principles and the City's Sustainable Procurement Policy, it is the policy of the City of Portland to encourage the use of products or services that help to minimize the human health and environmental impacts of City operations. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

Packaging should be minimized to the maximum extent possible without compromising product quality. The City encourages packaging that is reusable, recyclable in local recycling programs, is made from recycled materials, and/or is collected by the vendor for reuse/recycling.

**21. FORCE MAJEURE:** Neither City nor Contractor shall be held responsible for performance if its performance is prevented by unforeseeable acts or events beyond the Party's reasonable control including, but not limited to: acts of God; fire, flood, earthquakes or other catastrophes; strikes or other labor unrest; power failures, electrical power surges or current fluctuations; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities; or any other circumstances that are not within its reasonable control.

**22. AMENDMENTS:** All changes to this Contract, including changes to the scope of work and Contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. The City's Chief Procurement Officer is authorized to execute amendments to this Contract without the City's further approval, provided such amendments are in writing, signed by both Parties, and approved by the City Attorney's Office. Contractor understands that City employees have no actual or apparent authority to enter into amendments, except as may be specifically granted by the City Council to the Chief Procurement Officer, or to waive the approval of the City Attorney's office.

**23. NON-WAIVER:** No waiver, consent, modification, or change of terms of this Contract shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purposes given. The failure of the City to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

**24. COORDINATION WITH OTHER CONTRACTORS AND OTHER SERVICES:** The Contractor shall cooperate fully with other contractors and City employees providing systems or support to the City during installation, operation, or maintenance of the goods and services. This includes planning for and integration of the goods and services provided under this Contract with those provided by others. Further, Contractor shall make every reasonable effort to cooperate with City to minimize and/or prevent any degradation of the other computer and telecommunications systems, equipment, or services of the City by the installation, operation, or maintenance of the goods and services. Contractor's failure to cooperate with the City and other contractors may be grounds for termination as provided herein.

**25. ACCESS TO RECORDS:** The Contractor shall maintain professional accounting standards and on a current basis, and the City and its duly authorized representatives shall have access to, the books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request.

**26. AUDITS:** The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by ACCESS TO RECORDS. Audits shall be conducted in accordance with generally accepted auditing standards.

If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices. If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with

Government Auditing Standards, the City may pursue remedies as provided under EARLY TERMINATION OF CONTRACT and REMEDIES. In addition, the Contractor agrees to abide by the standards of the Office of the Comptroller set forth in May, 2002 Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this Contract shall be retained by the Contractor for a minimum of five (5) years for purposes of State of Oregon or the OJP Financial Guide from the Office of the Controller and apprise itself of all rules and regulations set forth.

**27. EMPLOYEES NOT TO BENEFIT:** No City employee or elected official of the City shall be admitted to any share or part of this Contract or to any benefit that may arise there from; but, this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

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## SPECIAL TERMS AND CONDITIONS

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**28. CITY FURNISHED PROPERTY:** No materials, labor or facilities will be furnished by the City unless otherwise provided for within this Contract.

**29. ADDITIONAL PURCHASES:** The City reserves the right to purchase additional materials beyond the quantities stated in the bid documents at the same prices submitted by the Contractor. Such additional purchases are not guaranteed and will be made at the City's sole discretion.

Following any initial purchase(s) by the City of Portland, additional quantities of the materials listed herein may be purchased to replace or supplement existing supplies and will be funded by various general funding sources of the various agencies.

**30. RIGHT TO CHANGE:** The City reserves the right to order changes to the goods, materials, equipment and services outlined herein. The City and the Contractor shall determine a fair and equitable cost and if required, additional time for such changes. All such changes shall be ordered in writing and agreed to by the Parties.

**31. NOTICE:** Except as otherwise stated in this Contract, any notice or demand to be given under this Contract shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

**CONTRACTOR:**

Leotek Electronics USA Corp  
1955 Lundy Ave.  
San Jose, CA 95131

**CITY:**

City of Portland  
Bureau of Transportation  
1120 SW 5<sup>th</sup> Avenue, Suite 800  
Portland, Oregon 97217

Attn: Nora Schultz

Norberto Adre

If either Party changes its address or if a Party's representative changes, the other Party shall be advised of such a change in writing, in accordance with this section.

**32. EARLY TERMINATION OF CONTRACT:** The City and the Contractor, by mutual written agreement, may terminate the Contract at any time. The City, on thirty (30) days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion. Either the City or the Contractor may terminate this Contract in the event of a material breach of the Contract by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice of the breach and the Party's intent to terminate. If the Party has not entirely cured the breach within thirty (30) days of the notice, then the Party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

**33. SUSPENSION OF THE WORK:** The City may at any time give notice in writing, by electronic mail, or by facsimile to the Contractor to suspend this Contract. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. In no event shall the Contractor be entitled to any lost or prospective profits or any incidental or consequential damages because of suspension.

**34. PAYMENT ON EARLY TERMINATION:** In the event of termination under EARLY TERMINATION OF CONTRACT hereof, the City shall pay the Contractor for goods and services in accordance with the Contract prior to the termination date

and delivered to City provided that such goods and services conform to Contract specifications and are of use to the City. In the event of termination under EARLY TERMINATION OF CONTRACT hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor for goods delivered and services performed in accordance with the Contract prior to the termination date subject to set off of excess costs, as provided for in Remedies. In the event of early termination all of the Contractor's work product shall become and remain property of the City. Under no circumstances shall the City be subject to early termination penalties for recurring charges for goods or services that the City cancels during the term of this Contract.

**35. REMEDIES:** In the event of termination under EARLY TERMINATION OF CONTRACT by the City due to a breach by the Contractor, then the City may purchase goods and services outstanding from another contractor and the Contractor shall be liable for additional re-procurement costs incurred by the City. The City also shall be entitled to any other equitable and legal remedies that are available. Except as expressly contained in this Contract, the remedies for a breach of this Contract shall not be exclusive, or construed as a limitation on any other equitable and legal remedies that are available, including without limitation rights or remedies that are or may become available under its records according to ORS Chapter 72.7010 to 72.7250.

**36. PERMITS AND LICENSES:** The Contractor shall be required to have or obtain, at their expense, any and all permits and licenses required by the City and/or County, state and Federal (except FCC radio licenses), pertaining to the materials and services to be provided.

**37. INTELLECTUAL PROPERTY:** The City requires the following regarding copyrighting and patent pending on work products pertaining to this Contract:

a. Copyright: All work products of the Contractor which result from this Contract are the exclusive property of the City. If this Contract results in a copyright, the City of Portland reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for governmental purposes, the work or the copyright to any work developed under this Contract and any rights of copyright to which the Contractor or its sub-vendor, purchases ownership with grant support.

b. Patent: If this Contract results in the production of patentable items, patent rights, processes, or inventions, the Contractor or any of its sub-vendors shall immediately notify the City. The City will provide the Contractor with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

**38. SPECIFICATIONS:** This Contract authorizes the Contractor to provide and the City to procure those goods, materials, equipment and services, and establishes the terms and conditions for the City to obtain said goods, materials, equipment and services from the Contractor. Goods, materials, equipment and services to be provided under this Contract are described in the Attachments hereto. The Contractor shall provide to the City those goods, materials, equipment and services described in the attachments in accordance with the prices shown herein. Payment shall be made only in accordance with the payment schedule identified herein.

**39. WARRANTY:** The Contractor shall guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer warranty. The Contractor shall agree to repair and/or immediately replace without charge (including freight inbound and outbound) to City Users any product or part thereof, which proves to be defective or fails within the warranty period as specified

**40. PROPRIETARY AND CONFIDENTIAL INFORMATION:** The Oregon Public Records Law, ORS 192.410 et seq. strictly governs the City's treatment of requests for public records pertinent to this Contract.

Contractor agrees to hold in confidence any and all information of the City's it receives while performing any of the contemplated function of the Contract and shall not disclose any such information to third parties.

**41. RELEASE OF PROPRIETARY INFORMATION:** All information submitted by Contractor shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions for which Contractor requests exemption from disclosure consistent with federal or Oregon law. Any portion that the Contractor claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501, 192.502, 646.461 or other state or federal law. Documents with Copyright must be clearly marked.

**42. INTERGOVERNMENTAL CO-OPERATIVE PURCHASING:** The Contractor having submitted a bid/proposal agrees to extend identical prices and services under the same terms and conditions to all public agencies. Quantities stated in this bid reflect the City of Portland usage only. A public agency wishing to purchase items will execute its own contract with the awarded Contractor for its requirements. The Contractor, by written notification, may decline to extend the prices and terms of this Contract to any and/or all other public agencies.



**43. INTERGOVERNMENTAL COOPERATIVE ADMINISTRATIVE FEE (CAF):** A 1.0% annual administrative fee will be paid to the City for Intergovernmental Cooperative Procurement purchases. The pricing extended to Participating Entity shall be the purchase price charged to the City of Portland under this Price Agreement (#31000480) for each product, plus one percent (1%) of such purchase price. Contractor shall pay the City of Portland a one percent (1%) annual CAF.

**VOLUME SALES REPORTS:** When other Participating Entities are offered the same terms and conditions as the original Contract between the Contractor and the City, Contractor shall provide a once yearly Volume Sales Report to the City of Portland. The reports shall include the complete and accurate details regarding all transactions pertaining to sales under the contract terms and conditions for that Reporting Period. The Contractor shall provide the Volume Sales Reports regardless whether or not any sales have been conducted. When no sales have been recorded for the period a report must be submitted by so stating "NO SALES FOR THIS PERIOD".

Volume Sales Reports may be submitted electronically and will be submitted on the City's standard document. The Contractor will submit the Volume Sales Reports to:

Celeste King, CPPO  
Procurement Supervisor  
Procurement Services  
1120 SW Fifth Avenue, Room 750  
Portland, OR 97204

Email: [celeste.king@portlandoregon.gov](mailto:celeste.king@portlandoregon.gov)

The City reserves the right to terminate this Price Agreement if the Volume Sales Reports are not received on a timely basis as described herein.

The sales information shall be supplied to the City of Portland, Procurement Services Division for the following Reporting Period of January 1 – December 31. All reports are due by the 30<sup>th</sup> day following the end of the Reporting Period.

During the term of this Price Agreement and for the sales during the previous Reporting Period, the Contractor shall remit CAF payments to the City of Portland within thirty (30) days of City's receipt of Volume Sales Report. The Contractor shall be responsible for timely reporting and payment. Any payments made by the Contractor to the City of Portland after the due date will accrue interest at a rate of 18% per annum until such time as the overdue amount will have been paid to the City in full. The City reserves the right, at its own expense, to audit Contractor's records and other pertinent data as indicated herein in Section 26 Audits.

**CAF PAYMENTS:** Contractor shall remit CAF payments in the form of a check to:

Procurement Services, Operations  
1120 SW Fifth Avenue, Room 750  
Portland, OR 97204

All payments shall be due thirty days after the City's receipt of the Volume Sales Report. The CAF will NOT be reflected as a separate line item charge to authorized purchasers. Contractor's bid prices shall reflect all of the Contractor's charges to authorized purchasers. City of Portland CAF shall be calculated based upon Participating Entity Volume Sales Report limited to paid-for purchases, net of returns, discounts and credits made by the Participating Entity. The calculation will be as follows:

City of Portland Price \$100.00 Markup 1% Participating Entity pays \$101.00; rebate to be paid to the City of Portland = \$1.00 (\$101-(\$101/1.01))

**DEFINITIONS:**

**Participating Entity** shall be any public/governmental organization utilizing this Agreement in accordance with purchasing procedures mandated by Local and State procurement statutes and regulations.

**Reporting Period** means the once yearly reporting of sales as conducted via cooperative procurement under this Agreement/Contract.

**Intergovernmental Cooperative Procurement** means the Contractor agrees to extend the products and services provided under this contract with the same terms and conditions to all public agencies. Quantities stated in this bid

reflect the City of Portland usage only. A public agency wishing to purchase items will execute its own contract with the awarded Contractor for its requirements. Participating Entities may utilize City contracts through Intergovernmental Cooperative procurement if the contract is determined by the Participating Agency, to have been awarded in compliance with their bidding requirements and there is no statutory provision prohibiting such purchase.

**44. UNIFORM COMMERCIAL CODE:** The provisions of this Contract are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 71-83 (Uniform Commercial Code).

**45. OREGON HAZARD COMMUNICATION RULES:** The Contractor must comply with all provisions of OAR 437, Subsection H: Hazardous Materials. Inquiries concerning compliance should be directed to any office of the Accident Prevention Division or the Workers' Compensation Department central office in Salem

Material Safety Data Sheets (MSDS) shall be provided along with delivery of the product to each Bureau or Division that receives merchandise. The City does not have a centralized Hazard Communication Rules program and supplying MSDS's to one location does not qualify as compliance.

The City reserves the right to refuse and withhold payment for shipments that are not properly labeled or for which an MSDS has not been provided. Noncompliance with OAR 437 is violation of this Contract and justifiable cause for cancellation.

**46. ENTIRE CONTRACT:** This Contract and its Attachments represent the entire Contract between the Parties. This Contract is a final, complete exclusive statement of the terms thereof, and supersedes and terminates any prior Contract, understanding, or representation between the Parties with respect thereto, whether written or oral.

**ARTICLE IV.** This Contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement. It is understood and agreed by the Parties hereto that:

1. Any reference in this Contract to the scope of work or specifications is intended as a convenience to the Parties in administration of the Contract. Therefore, in the absence of an express statement to the contrary herein, any restatement or partial restatement in this Contract of any provision of the scope of work or specifications is not intended, nor shall be construed to change, alter, modify, amend, or delete the requirements of the scope of work or specifications.
2. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and State of Oregon shall be followed with respect to this Contract.
3. The Contractor certifies that no officer, agent or employee of the City who has a pecuniary interest in this Agreement has participated in preparation of the proposal or resulting Agreement, that the proposal was made in good faith without fraud, collusion, or connection of any kind with any other Offeror of the same proposals, and that the Contractor is competing solely in its own behalf without connection with, or obligation to any undisclosed person or firm.
4. The City and Contractor may conduct this transaction, including any Contract amendments, by electronic means, including the use of electronic signatures.

IN WITNESS WHEREOF, Contractor and City have caused this Contract to be executed by their duly authorized representative(s), all on the day and year first above written.

APPROVED AS TO FORM

*James H. Van Dyke*  
10/15/13  
CITY ATTORNEY

Approved as to form:  
City Attorney

**LEOTEK ELECTRONICS USA**

by

*Nora Schultz*  
\_\_\_\_\_  
Nora Schultz, Western Regional Manager, October 10, 2013  
Name, Title and Date

**Address:** 1955 Lundy Ave.  
San Jose, CA 95131

**Telephone No:** 408-380-1788

**Fax No:** 408-518-8128  
**Email:** nschultz@leotek.com

**CITY OF PORTLAND**

by Christine Moody 10/16/13  
Chief Procurement Officer Date

INITIAL:CEK

DATE: October 10, 2013

## ATTACHMENT A

**1. BACKGROUND:** City of Portland (City), Portland Bureau of Transportation (PBOT) is a community partner shaping a livable community, streetlights generally provides safer streets and aid navigations during the dark hours of the day. The City owns approximately 55,500 of which 11,000 are maintained by the City and 44,000 are maintained by PGE. City pays PGE approximately \$6M a year for the energy and maintenance of the streetlights.

PBOT's Lighting Efficiency Program will take advantage of the new development in street lighting technology namely Light Emitting Diode, (LED). LED streetlights promise increased energy efficiency, reduced maintenance and longer life. PBOT's objective is to reduce energy use and maintenance effort by approximately 40% by replacing the existing High Pressure Sodium streetlights with LED streetlights.

The City, PBOT is replacing existing HPS cobra head streetlights. The LED street lights must be sufficient to light streets to city street lighting standards.

Historically, LED streetlight technology has improved and pricing has significantly dropped every year; therefore, technology and pricing will be reviewed on an annual basis.

**2. TECHNICAL SERVICES AND SCHEDULE:**

**SEE ATTACHED EXHIBIT B: TECHNICAL SPECIFICATIONS**

**3. WORK PERFORMED BY THE CITY:** Bureau staff shall make available sufficient hours of staff personnel as is required to meet with the Contractor and provide such information as required. The Bureau of Transportation has assigned a project manager who will oversee the work and provide support as needed.

The City shall be responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls for the City. These controls will include information technology, proprietary information, and trade secret safeguards if appropriate to City work.

**4. TIME IS OF THE ESSENCE:** Contractor shall make every reasonable effort to meet established delivery dates and other deadlines. Circumstances that may delay the delivery of goods and services from established delivery dates and other deadlines, including excusable delays and force majeure events, shall be reported to the City immediately upon discovery. The City and Contractor shall mutually agree upon any schedule or pricing change due to excusable delays or force majeure events in writing. In the event Contractor does not meet the established delivery dates or other deadlines and Contractor has failed to cure such breach within thirty (30) days of written notice by the City, the City may obtain the undelivered goods and/or non-performed service from another source, and no recurring charges, one-time charges, or termination charges or other penalties shall be due the Contractor. In addition, the City will be entitled to reasonable compensation as stated under REMEDIES.

**5. CONSIDERATION:** Unit price payments shall be made to the Contractor by the City on a monthly basis for the total product delivered to the City's specified location and accepted by the City. Acceptance occurs when the City authorizes payment of the invoice. Unit prices shall be exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished to the Contractor upon request. Product payments shall be in accordance with Attachment B.

**6. DELIVERY:** All equipment shall be FOB delivered to the City of Portland All bid prices offered shall be inclusive of all shipping and delivery costs. The Contractor must be prepared to furnish the items requested within forty five (45) after receipt of an order. Contractor must have adequate stock available for delivery of item(s).. Delivery shall be FOB destination to the following address:

City of Portland  
Albina Yard Stores  
3150 N Mississippi Avenue  
Portland, OR 97227

The Contractor shall immediately notify the City, in writing, if delivery cannot be completed as intended.

The City at its sole discretion may identify other FOB destination addresses within the city limits.

**NOTE:** Contractor shall fax such notifications to: Robert Toner, Bureau of Transportation, at 503.823.2260. If the ordered item(s) are not delivered within forty five (45) days from the order date, the City of Portland, at its sole discretion, may purchase that same item(s) from other sources and the Contractor shall be liable for the excess costs incurred, including the difference in unit price and freight charges. Repeated late deliveries may be cause for Contract cancellation.

Delivery of the item(s) on the purchase order shall not be completed until all discrepancies have been corrected. Items not meeting Contract specifications shall be returned at Contractor's expense. Contractor shall replace rejected items within ten (10) days after receipt of re-order request.

Acceptance occurs when the City authorizes payment of the invoice.

Permitting Supplier to continue and finish the work or any part thereof after the Contract time or adjusted Contract time, as pertinent, has expired shall in no way operate as a waiver on the part of the City of any of its rights under the Contract.

**7. ESCALATION/DE-ESCALATION CLAUSE:** Pricing offered in this bid may be adjusted up or down on a cent-for-cent basis via pass-through from the manufacturer after the first year, supported by submission of copies of the manufacturer's price change notices, and corresponding to changes in the vendor's wholesale posted/or book price, and in effect to all similar classes of customers at the time of delivery. Additionally, all price reductions shall be passed on, in total, as of the effective date. The City of Portland shall have the option of accepting the price increase or canceling the balance of the Contract. The Contractor shall notify the City of all price increases and decreases as far in advance of the effective date as possible. No upward price adjustment of any sort will be allowed during the first year of the Contract period. All decreases will be passed on to the City as of the effective date, not at the end of the year period. Notification shall be in writing and will be confirmed in writing by the City of Portland.

**ATTACHMENT B**

CITY OF PORTLAND, OREGON

INVITATION TO BID 115460

**ATTACHMENT 2  
BID SCHEDULE  
LED ROADWAY LUMINAIRES  
BID NO 115460**

The Offeror represents and certifies as part of the following bid:

The undersigned having full knowledge of the specifications for the item(s) listed herein offers and agrees that this bid shall be irrevocable for at least sixty (60) calendar days after the bid opening date and time, and if accepted shall furnish any and/or all items(s) at the prices offered, all required documents, licenses and certifications, guarantees, titles and warranties as required and deliver at the designated point(s) within the time specified in the schedule.

**Option 2 ECobra**

Payment Item (Note 1)	Model #	Unit	Unit Price	Estimated Number of Units (Note 2)	Total Price
Luminaires: Local Street Options 1 & 2	EC1-6M-MV-NW-2-GY-530	EA	\$155	14000	\$2,170,000
Luminaires: Collector Roadway Staggered Configuration	EC3-10M-MV-NW-2-GY-700	EA	\$204	6100	\$1,244,400
Luminaires: Arterial Roadway One Side Configuration	EC7-20M-MV-NW-3-GY-700	EA	\$314	1400	\$439,600
Luminaires: Arterial Roadway Opposed Configuration	EC3-10M-MV-NW-3-GY-700	EA	\$204	600	\$122,400
<b>Total Price</b>					<b>\$3,976,400</b>

**Notes:**

- (1) Bidder must be able to provide all items.  
 (2) Bidder must be able to provide up to 1,000 units per month over 24 months. Submit letter of manufacturing capability with authorized signature.

An Offeror submitting a bid certifies that no officer, agent or employee of the City who has a pecuniary interest in this bid has participated in preparation of the bid, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Offeror of the same call for bids, and that the Offeror is competing solely in its own behalf without connection with, or obligation to any undisclosed person or firm.



## APPENDIX A

Contractor shall observe all applicable state and local laws pertaining to public contracts including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules. ORS Chapters 279A, 279B and 279C require every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of this contract, as applicable.

- Pursuant to ORS 279B.220, on every public contract, the contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- Pursuant to ORS 279C.505, on public improvement contracts, the contractor shall make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract. The contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. The contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. The contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall demonstrate that an employee drug-testing program is in place.
- Pursuant to ORS 279C.510 (1), in every public contract for demolition the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. Pursuant to ORS 279B.225 and 279C.510 (3) in every public contract and every public improvement contract for lawn and landscape maintenance, the contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- Pursuant to ORS 279B.230(1), in every public contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- Pursuant to ORS 279B.230(2), in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- Pursuant to ORS 279B.235(1), persons may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and half pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
- Pursuant to ORS 279C.515(1), on public improvement contracts, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract. The payment of a claim in the manner authorized by ORS 279C.515 shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- Pursuant to ORS 279C.515(2), on public improvement contracts, if the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contract agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
- Pursuant to ORS 279C.515 (3), in every public improvement contract and every contract related to the public improvement contractor, if the contractor or subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- Pursuant to ORS 279C.520, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. The contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by

employees, of the number of hours per day and days per week that the employees may be required to work. In the case of contracts for personal services as defined in ORS 279C.100, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1) (b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The contractor shall give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- Pursuant to ORS 279C.530(1), in every public improvement contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. In every public contract, subject to ORS 279C, all employers working under the contract are subject employers that shall comply with ORS 656.017.

- Pursuant to ORS 279C.580(3)(a), the contractor shall include in each public improvement subcontract for property or services entered into by the contractor and a subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the public contracting agency under such contract, and an interest penalty clause that obligates the contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580 (3), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS 279C.515 (2).

- Pursuant to ORS 279C.580(4), the contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B) (4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

- Pursuant to ORS 279C.830(1)(a) workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

July 25, 2008

## EXHIBIT B SPECIFICATIONS LED ROADWAY LUMINAIRES

### PART 1 – GENERAL

#### 1.1. REFERENCES

The publications listed below form a part of this specification to the extent referenced. Publications are referenced within the text by their basic designation only. Versions listed shall be superseded by updated versions as they become available.

##### A. American National Standards Institute (ANSI)

1. C136.2-2004 (or latest), American National Standard for Roadway and Area Lighting Equipment— Luminaire Voltage Classification
2. C136.10-2010 (or latest), American National Standard for Roadway and Area Lighting Equipment - Locking-Type Photocontrol Devices and Mating Receptacle Physical and Electrical Interchangeability and Testing
3. C136.15-2011 (or latest), American National Standard for Roadway and Area Lighting Equipment – Luminaire Field Identification
4. C136.22-2004 (R2009 or latest), American National Standard for Roadway and Area Lighting Equipment – Internal Labeling of Luminaires
5. C136.31-2010 (or latest), American National Standard for Roadway Lighting Equipment – Luminaire Vibration
6. C136.37-2011 (or latest), American National Standard for Roadway and Area Lighting Equipment - Solid State Light Sources Used in Roadway and Area Lighting
7. C136.41-20XX (Draft), American National Standard for Roadway and Area Lighting Equipment - Dimming Control

##### B. American Society for Testing and Materials International (ASTM)

1. B117-09 (or latest), Standard Practice for Operating Salt Spray (Fog) Apparatus
2. D1654-08 (or latest), Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments
3. D523-08 (or latest), Standard Test Method for Specular Gloss
4. G154-06 (or latest), Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials

##### C. Federal Trade Commission (FTC)

1. Green Guides, 16 CFR Part 260, Guides for the Use of Environmental Marketing Claims

##### D. Illuminating Engineering Society of North America (IESNA or IES)

1. DG-4-03 (or latest), Design Guide for Roadway Lighting Maintenance
2. HB-10-11 (or latest), IES Lighting Handbook, 10<sup>th</sup> Edition
3. LM-50-99 (or latest), IESNA Guide for Photometric Measurement of Roadway Lighting Installations
4. LM-79-08 (or latest), IESNA Approved Method for the Electrical and Photometric Measurements of Solid-State Lighting Products

5. LM-80-08 (or latest), IESNA Approved Method for Measuring Lumen Maintenance of LED Light Sources
6. RP-8-00 (or latest), ANSI / IESNA American National Standard Practice for Roadway Lighting
7. RP-16-10 (or latest), ANSI/IES Nomenclature and Definitions for Illuminating Engineering
8. TM-3-95 (or latest), A Discussion of Appendix E - "Classification of Luminaire Lighting Distribution," from ANSI/IESNA RP-8-83
9. TM-15-11 (or latest), Luminaire Classification System for Outdoor Luminaires
10. TM-21-11 (or latest), Projecting Long Term Lumen Maintenance of LED Light Sources
- E. Institute of Electrical and Electronics Engineers (IEEE)
  1. IEEE C62.41.2-2002 (or latest), IEEE Recommended Practice on Characterization of Surges in Low-Voltage (1000 V and less) AC Power Circuits
  2. ANSI/IEEE C62.45-2002 (or latest), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000 V and Less) AC Power Circuits
- F. National Electrical Manufacturers Association (NEMA)
  1. ANSI/NEMA/ANSI C78.377-2008 (or latest), American National Standard for the Chromaticity of Solid State Lighting Products
- G. National Fire Protection Association (NFPA)
  1. National Electrical Code (NEC)
- H. Underwriters Laboratories (UL)
  1. 1598, Luminaires
  2. 8750, Light Emitting Diode (LED) Equipment for Use in Lighting Products
- I. International Electrotechnical Commission (IEC)
  1. 60529, Degrees of Protection Provided by Enclosures (IP Code)
- J. Federal Communications Commission
  1. FCC 47 CFR part 15 non-consumer RFI/EMI Standards

## 1.2. DEFINITIONS

- A. Lighting terminology used herein is defined in IES RP-16. See referenced documents for additional definitions.
  1. Exception: The term "driver" is used herein to broadly cover both drivers and power supplies, where applicable.
  2. Clarification: The term "LED light source(s)" is used herein per IES LM-80 to broadly cover LED package(s), module(s), and array(s).

## 1.3 QUALITY ASSURANCE

- A. Before approval and purchase, Owner may request luminaire sample(s) for inspection. Samples shall be identical to specified product configuration(s). Luminaires shall meet the general criteria provided in the body of this specification and the particular criteria for each luminaire type defined in Appendix A. Samples may also be subjected to the following qualitative and quantitative assessments:
  - Owner may request IES LM-79 testing of luminaire sample(s) to verify performance is within manufacturer-reported tolerances.
  - Owner may install (i.e., mock-up) luminaires to evaluate glare, flicker, color quality, ease of installation, serviceability, etc.
  - Owner may perform measurements of connected load to verify maximum nominal luminaire input wattage as specified for each luminaire type in Appendix A.

- Owner may inspect field adjustable output device and measure input power is as specified by the manufacturer. Owner may request number of installations where device has been installed in the luminaire type.
- Owner may inspect samples for fit and finish, and evaluate various characteristics including, but not limited to: weight, durability, and component layout and securing within the luminaire.

### 1.3. REQUIRED SUBMITTALS FOR EACH LUMINAIRE TYPE DEFINED IN APPENDIX A

- A. General submittal content shall include
  1. Completed Appendix B submittal form
  2. Luminaire cutsheets
  3. Cut sheets for LED driver(s), dimming curve, and reliability data
  4. Instructions for installation and maintenance
- B. LM-79 luminaire photometric report(s) shall be produced by the test laboratory and include
  1. The test laboratory must hold National Voluntary Laboratory Accreditation Program (NVLAP) accreditation for the IES LM-79 test procedure. For more information, see <http://ts.nist.gov/standards/scopes/eelit.htm>.
  2. Complete luminaire catalog number
    - a. Provide explanation if catalog number in test report(s) does not match catalog number of luminaire submitted
      1. Clarify whether discrepancy does not affect performance, e.g., in the case of differing luminaire housing color.
      2. If the particular luminaire configuration submitted has not been tested, the performance may be conservatively represented by test data for another luminaire configuration having:
        - a. The same intensity distribution
        - b. The same or lower nominal CCT
        - c. The same or higher nominal drive current
        - d. The same or greater number of LED light source(s)
        - e. The same or lower percentage driver loading and efficiency
        - f. The same or smaller size luminaire housing.
  3. Goniophotometry
  4. Colorimetry
    - a. If a scotopic/photopic (S/P) ratio is not reported, a spectral power distribution table adequate for accurate calculation of the ratio shall be included.
- C. TM-21 calculations and supporting test data per the following:
  1. The applicant must submit calculations per TM-21 predicting lumen maintenance at the luminaire level using In Situ Temperature Measurement Testing (ISTMT) and LM-80 data. To be eligible, ALL of the conditions below must be met.
    - a. The LED light source(s) have been tested according to LM-80.
    - b. The LED drive current specified by the luminaire manufacturer is less than or equal to the drive current specified in the LM-80 test report.
    - c. The LED light source(s) manufacturer prescribes/indicates a temperature measurement point ( $T_s$ ) on the light source(s).
    - d. The  $T_s$  is accessible to allow temporary attachment of a thermocouple for measurement of in situ temperature. Access via a temporary hole in the housing, tightly resealed during testing with putty or other flexible sealant is allowable.



- e. For the hottest LED light source in the luminaire, the temperature measured at the  $T_5$  during ISTMT is less than or equal to the temperature specified in the LM-80 test report for the corresponding drive current or higher, within the manufacturer's specified operating current range.
  - 1. The ISTMT laboratory must be approved by OSHA as a Nationally Recognized Testing Lab (NRTL), must be qualified, verified, and recognized through DOE's CALIPER program, or must be recognized through UL's Data Acceptance Program.
  - 2. The ISTMT must be conducted with the luminaire installed in the appropriate application as defined by ANSI/UL 1598 (hardwired luminaires), with bird-fouling appropriately simulated (and documented by photograph) as determined by the manufacturer.
- 2. Submit a completed Energy Star Spreadsheet, see [www.energystar.gov/TM-21calculator](http://www.energystar.gov/TM-21calculator)
- D. LM-80 report for each unique LED light source used.
- E. Computer-generated point-by-point photometric analysis of maintained photopic light levels as per Appendix A
  - 1. Calculations shall be for maintained values, i.e. Light Loss Factor (LLF) < 1.0, where  $LLF = LLD \times LDD \times LATF$ , and
    - a. Lamp Lumen Depreciation (LLD) shall be based on TM-21 data and 50,000 hours of operation.
    - b. Luminaire Dirt Depreciation (LDD) = 0.95.
    - c. Luminaire Ambient Temperature Factor (LATF) = 1.00
  - 2. Calculation/measurement points shall be per IES RP-8.
- F. Written product warranty as per section 1.5 below
- G. Listing and Labeling by applicable testing bodies as determined by the US Occupational Safety Health Administration (OSHA) as Nationally Recognized Testing Laboratories (NRTL) which include: CSA (Canadian Standards Association), ETL (Edison Testing Laboratory), and UL (Underwriters Laboratory).

#### 1.4. WARRANTY

- A. Provide a minimum ten-year warranty covering maintained integrity and functionality of:
  - 1. Luminaire housing, wiring, and connections
  - 2. LED light source(s)
    - a. Negligible light output from more than 10 percent of the LED packages constitutes luminaire failure.
  - 3. LED driver(s)
- B. Warranty period shall begin 90 days after date of invoice, or as negotiated by owner such as in the case of an auditable asset management system.

### PART 2 – PRODUCTS

#### 2.1. LUMINAIRE REQUIREMENTS

- A. Luminaires their components shall be as specified for each type listed in Appendix A and as indicated in the following Sections B through H.
- B. General Requirements
  - 1. Luminaire shall have an external label per ANSI C136.15.2011.
  - 2. Luminaire shall have an internal label per ANSI C136.22.

3. Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
  4. Electrically test fully assembled luminaires before shipment from factory.
  5. Luminaires shall be designed for ease of component replacement and end-of-life disassembly. Tool less entry and quick connect/disconnects shall be provided.
  6. Transmissive optical components shall be applied in accordance with OEM design guidelines to ensure suitability for the thermal/mechanical/chemical environment.
  7. Luminaire shall be included on the Design Lighting Consortium List (DLC) or other pre-approved list prior to contract execution as required by Energy Trust of Oregon to receive incentives.
- C. Driver
1. Rated case temperature shall be suitable for operation in the luminaire operating in the ambient temperatures indicated in Appendix A.
  2. Driver output current shall be field adjustable with three or more settings.
  3. Dimming Control Protocol shall be 0-10V
- D. Photocontrol receptacle
1. An individual locking-type receptacle shall be incorporated into the luminaire which meets the requirements of ANSI C136.10.
- E. Control Signal Interface
1. An individual locking-type receptacle shall be incorporated into the luminaire which meets the requirements of ANSI C136.41 (draft), with center pins prewired to the dimming inputs of the LED driver(s).
- F. Luminaire Housing
1. Shall be made from cast aluminum
  2. Shall have tool-less entry
  3. Shall be provided with easily viewable, internal level bubble to facilitate installation.
- G. Painted or finished luminaire components exposed to the environment
1. Shall exceed a rating of six per ASTM D1654 after 1000hrs of testing per ASTM B117.
  2. The coating shall exhibit no greater than 30% reduction of gloss per ASTM D523, after 500 hours of QUV testing at ASTM G154 Cycle 6.
- H. Thermal management
1. Mechanical design of protruding external surfaces (heat sink fins) shall facilitate hose-down cleaning and discourage debris accumulation.
  2. No liquids or other moving parts shall be accepted.
- I. IES TM-15 limits for Backlight, Uplight, and Glare (BUG Ratings)
1. Calculation of BUG Ratings shall be for initial (worst-case) values, i.e., Light Loss Factor (LLF) = 1.0.
  2. If luminaires are tilted upward for calculations in section 1.4.E, BUG Ratings shall be calculated for the same angle(s) of tilt.
- J. The following shall be in accordance with corresponding sections of ANSI C136.37 unless otherwise noted
1. Wiring and grounding
    - a. All internal components shall be assembled and pre-wired using modular electrical connections.
  2. Terminal blocks for incoming AC lines
  3. Latching and hinging
- K. Ingress protection shall be in accordance with IEC 60529 unless otherwise noted.

## 2.2. PRODUCT MANUFACTURERS



- A. Any manufacturer offering products that comply with the required product performance and operation criteria may be considered.

### 2.3. MANUFACTURER SERVICES

- A. Manufacturer or local sales representative shall provide installation and troubleshooting support via telephone and/or email.

## PART 3 – MEASUREMENT AND PAYMENT

### 3.1. MEASUREMENT

- A. The quantities of luminaires will be measured on the unit basis, for each type of luminaire.

### 3.2. PAYMENT

- A. The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Luminaire: Local Street Options 1 & 2.....	Each
(b) Luminaire: Collector Roadway Staggered Configuration .....	Each
(c) Luminaire: Arterial Roadway One Side Configuration .....	Each
(d) Luminaire: Arterial Roadway Opposed Configuration .....	Each

Unit Price is per item delivered, including shipping and handling.

Payment terms are net 30 days.

## PART 4 – MISCELLANEOUS

### 4.1. DELIVERY INSTRUCTIONS

- A. Delivery of materials will be on standard pallets and will need to be coordinated weekly.
- B. Non-recyclable materials will not be allowed in packaging of luminaires.
- C. Luminaires will be delivered FOB to the following address:

Mr. Robert Toner  
City of Portland  
Albina Yard Stores  
3150 N Mississippi Avenue  
Portland, OR 97227  
(503) 823-4061 Tel  
(503) 823-2260 FAX  
(503) 823-5984 CELL

### 4.2. ENERGY TRUST OF OREGON ELIGIBILITY REQUIREMENT

- A. Products submitted must be eligible for Energy Trust of Oregon LED lighting incentives; or show progress that the product will be on a pre-approved list prior to contract execution not to exceed two weeks following the Notice of Intent. Presently, Energy Trust utilizes preapproved product lists by three organizations: (a) Lighting Design Laboratory, (b) the Design Lights Consortium, or c) Energy Star Qualified Products Fixture List. Only model numbers exactly matching the products on these lists will be accepted.

END OF SECTION

APPENDIX A - LOCAL STREET- ONE SIDE – OPTION 1: SITE PARAMETERS		
ROADWAY DATA:	Road width (Curb to Curb)	28ft

	Number of lanes, total on both sides of median	2
	Median width	None
	IES pavement class: <input type="checkbox"/> R1 <input type="checkbox"/> R2 <input checked="" type="checkbox"/> R3 <input type="checkbox"/> R4	
<b>SIDEWALK DATA (BOTH SIDES OF THE STREET):</b>	Sidewalk width	6ft
	Edge of sidewalk to edge of roadway (planter strip)	4ft
<b>LIGHT POLE DATA:</b>	Luminaire mounting height	30ft
	Arm length, horizontal	6ft
	Luminaires per pole	1
	Pole set-back from curb	2.5ft
	In-line pole spacing (one pole cycle)	295ft
<b>PHOTOMETRIC PERFORMANCE CRITERIA: APPLICATION</b>		
<b>ROADWAY</b>		
<b>PHOTOPIC ILLUMINANCE:</b>	Maintained Average:	Horizontal at pavement 0.2 fc
	Uniformity Ratio:	Average : Minimum (horizontal) n/a
<b>VEILING LUMINANCE:</b>	Max. veiling luminance ratio	0.4
<b>HARDWARE PERFORMANCE CRITERIA</b>		
<b>LED LUMINAIRE:</b>	Operating Range:	Degrees Celsius -20 to +40
	Input Power:	On-state power consumption (Max.) 50W
	CCT:	Rated correlated color temperature (Nominal) 4100K (±200 K)
	LLD:	Lamp Lumen Depreciation per TM-21 @ 50,000 hrs. and 25°C Ambient (Min. Lumen Maintenance) 0.91
	BUG Rating:	Nominal backlight-uplight-glare ratings per TM-15, Addendum A (Max.) B1-U0-G1
	Color:	Luminaire housing finish Gray
	IP Rating:	External Housing per IEC 60529 Wet
		Optical Chamber per IEC 60529 IP66
	Weight:	Total Luminaire weight (lb.) (Max.) 30
	EPA:	Effective projected area (ft²) (Max.) 0.9
	Mounting Method:	<input type="checkbox"/> Post-top <input checked="" type="checkbox"/> Side-arm 4 bolt or 2 bolt (luminaires under 20lbs)
	Tenon:	Nominal pipe size (NPS) 2 inches
	ANSI C136.31 Vibration Test:	<input checked="" type="checkbox"/> Level 1 (normal) <input type="checkbox"/> Level 2 (bridge/overpass)

<b>DRIVER:</b>	<b>Input Voltage:</b>	Nominal (50Hz/60 Hz, Vac)	120 to 277 (±10%)
	<b>Power Factor:</b>	Minimum	0.90
	Output current (mA)		300 to 1050
	Dimming Protocol		0-10V
	<b>Interference:</b>	FCC 47 CFR part 15 non-consumer RFI/EMI Standards	
		Total Harmonic Distortion (THD) of 20% at full input power and across specified voltage range.	
	<b>Control Signal Interface:</b>	<input checked="" type="checkbox"/> Not required <input type="checkbox"/> Required	

LOCAL STREET – ONE SIDE – OPTION 2: SITE PARAMETERS			
ROADWAY DATA:	Road width (Curb to Curb)		28ft
	Number of lanes, total on both sides of median		2
	Median width		None
	IES pavement class:	<input type="checkbox"/> R1 <input type="checkbox"/> R2 <input checked="" type="checkbox"/> R3 <input type="checkbox"/> R4	
SIDEWALK DATA (BOTH SIDES OF THE STREET):	Sidewalk width		6ft
	Edge of sidewalk to edge of roadway (planter strip)		4ft
LIGHT POLE DATA:	Luminaire mounting height		30ft
	Arm length, horizontal		6ft
	Luminaires per pole		1
	Pole set-back from curb		2.5ft
	In-line pole spacing (one pole cycle)		260ft
PHOTOMETRIC PERFORMANCE CRITERIA: APPLICATION			
ROADWAY			
PHOTOPIC ILLUMINANCE:	Maintained Average:	Horizontal at pavement	0.2 fc
	Uniformity Ratio:	Average : Minimum (horizontal)	n/a
VEILING LUMINANCE:	Max. veiling luminance ratio		0.4
HARDWARE PERFORMANCE CRITERIA			
LED LUMINAIRE:	Operating Range:	Degrees Celsius	-20 to +40
	Input Power:	On-state power consumption (Max.)	50W
	CCT:	Rated correlated color temperature (Nominal)	4100K (±200 K)
	LLD:	Lamp Lumen Depreciation per TM-21 @ 50,000 hrs. and 25°C Ambient (Min. Lumen Maintenance)	0.91
	BUG Rating:	Nominal backlight-uplight-glare ratings per TM-15, Addendum A (Max.)	B1-U0-G1
	Color:	Luminaire housing finish	Gray
	IP Rating:	External Housing per IEC 60529	Wet
		Optical Chamber per IEC 60529	IP66
Weight:	Total Luminaire weight (lb.) (Max.)	30	

<b>DRIVER:</b>	<b>EPA:</b>	Effective projected area (ft <sup>2</sup> ) (Max.)	0.9
	<b>Mounting Method:</b>	<input type="checkbox"/> Post-top <input checked="" type="checkbox"/> Side-arm 4 bolt or 2 bolt (luminaires under 20lbs)	
	<b>Tenon:</b>	Nominal pipe size (NPS)	2 inches
	<b>ANSI Vibration Test:</b>	<input checked="" type="checkbox"/> Level 1 (normal) <input type="checkbox"/> Level 2 (bridge/overpass)	
	<b>Input Voltage:</b>	Nominal (50Hz/60 Hz, Vac)	120 to 277 (±10%)
	<b>Power Factor:</b>	Minimum	0.90
	Output current (mA)		300 to 1050
	Dimming Protocol		0-10V
	<b>Interference:</b>	FCC 47 CFR part 15 non-consumer RFI/EMI Standards Total Harmonic Distortion (THD) of 20% at full input power and across specified voltage range.	
	<b>Control Signal Interface:</b>	<input checked="" type="checkbox"/> Not required <input type="checkbox"/> Required	

Collector – Staggered: SITE PARAMETERS			
ROADWAY DATA:	Road width (Curb to Curb)		44ft
	Number of lanes, total on both sides of median		2
	Median width		None
	IES pavement class:	<input type="checkbox"/> R1 <input type="checkbox"/> R2 <input checked="" type="checkbox"/> R3 <input type="checkbox"/> R4	
SIDEWALK DATA (BOTH SIDES OF THE STREET):	Sidewalk width		4ft
	Edge of sidewalk to edge of roadway (planter strip)		4ft
LIGHT POLE DATA:	Luminaire mounting height		35ft
	Arm length, horizontal		8ft
	Luminaires per pole		1
	Pole set-back from curb		2.5ft
	In-line pole spacing (one pole cycle)		295ft
PHOTOMETRIC PERFORMANCE CRITERIA: APPLICATION			
ROADWAY			
PHOTOPIC ILLUMINANCE:	Maintained Average:	Horizontal at pavement	0.7fc
	Uniformity Ratio:	Average : Minimum (horizontal)	3.0
VEILING LUMINANCE:	Max. veiling luminance ratio		0.4
SIDEWALKS			
PHOTOPIC ILLUMINANCE:	Maintained Average:	Horizontal at pavement	0.3 fc
HARDWARE PERFORMANCE CRITERIA			
LED LUMINAIRE:	Operating Range:	Degrees Celsius	-20 to +40
	Input Power:	On-state power consumption (Max.)	165W



	<b>CCT:</b>	Rated correlated color temperature (Nominal)	4100K (±200 K)
	<b>LLD:</b>	Lamp Lumen Depreciation per TM-21 @ 50,000 hrs. and 25°C Ambient (Min. Lumen Maintenance)	0.86
	<b>BUG Rating:</b>	Nominal backlight-uplight-glare ratings per TM-15, Addendum A (Max.)	B2-U0-G2
	<b>Color:</b>	Luminaire housing finish	Gray
	<b>IP Rating:</b>	External Housing per IEC 60529	Wet
		Optical Chamber per IEC 60529	IP66
	<b>Weight:</b>	Total Luminaire weight (lb.) (Max.)	30
	<b>EPA:</b>	Effective projected area (ft <sup>2</sup> ) (Max.)	1.2
	<b>Mounting Method:</b>	<input type="checkbox"/> Post-top <input checked="" type="checkbox"/> Side-arm 4 bolt or 2 bolt (luminaires under 20lbs)	
	<b>Tenon:</b>	Nominal pipe size (NPS)	2 inches
<b>DRIVER:</b>	<b>ANSI Vibration Test:</b>	<input checked="" type="checkbox"/> Level 1 (normal) <input type="checkbox"/> Level 2 (bridge/overpass)	
	<b>Input Voltage:</b>	Nominal (50Hz/60 Hz, Vac)	120 to 277 (±10%)
	<b>Power Factor:</b>	Minimum	0.90
	Output current (mA)		300 to 1050
	Dimming Protocol		0-10V
	<b>Interference:</b>	FCC 47 CFR part 15 non-consumer RFI/EMI Standards	
		Total Harmonic Distortion (THD) of 20% at full input power and across specified voltage range.	
	<b>Control Signal Interface:</b>	<input checked="" type="checkbox"/> Not required <input type="checkbox"/> Required	

Arterial – One Side: SITE PARAMETERS		
<b>ROADWAY DATA:</b>	Road width (Curb to Curb)	66ft
	Number of lanes, total on both sides of median	5
	Median width	None
	<b>IES pavement class:</b>	<input type="checkbox"/> R1 <input type="checkbox"/> R2 <input checked="" type="checkbox"/> R3 <input type="checkbox"/> R4
<b>SIDEWALK DATA (BOTH SIDES OF THE STREET):</b>	Sidewalk width	7ft
	Edge of sidewalk to edge of roadway (planter strip)	0ft
<b>LIGHT POLE DATA:</b>	Luminaire mounting height	35ft
	Arm length, horizontal	8ft
	Luminaires per pole	1
	Pole set-back from curb	2.5ft
	In-line pole spacing (one pole cycle)	150-190ft
PHOTOMETRIC PERFORMANCE CRITERIA: APPLICATION		
ROADWAY		

<b>PHOTOPIC ILLUMINANCE:</b>	<b>Maintained Average:</b>	Horizontal at pavement	0.7fc
	<b>Uniformity Ratio:</b>	Average : Minimum (horizontal)	3.0
<b>VEILING LUMINANCE:</b>	Max. veiling luminance ratio		0.4
<b>SIDEWALKS</b>			
<b>PHOTOPIC ILLUMINANCE:</b>	<b>Maintained Average:</b>	Horizontal at pavement	0.3 fc
<b>HARDWARE PERFORMANCE CRITERIA</b>			
<b>LED LUMINAIRE:</b>	<b>Operating Range:</b>	Degrees Celsius	-20 to +40
	<b>Input Power:</b>	On-state power consumption (Max.)	210W
	<b>CCT:</b>	Rated correlated color temperature (Nominal)	4100K (±200 K)
	<b>LLD:</b>	Lamp Lumen Depreciation per TM-21 @ 50,000 hrs. and 25°C Ambient (Min. Lumen Maintenance)	0.86
	<b>BUG Rating:</b>	Nominal backlight-uplight-glare ratings per TM-15, Addendum A (Max.)	B2-U0-G2
	<b>Color:</b>	Luminaire housing finish	Gray
	<b>IP Rating:</b>	External Housing per IEC 60529	Wet
		Optical Chamber per IEC 60529	IP66
	<b>Weight:</b>	Total Luminaire weight (lb.) (Max.)	30
	<b>EPA:</b>	Effective projected area (ft²) (Max.)	1.2
	<b>Mounting Method:</b>	<input type="checkbox"/> Post-top <input checked="" type="checkbox"/> Side-arm 4 bolt or 2 bolt (luminaires under 20lbs)	
	<b>Tenon:</b>	Nominal pipe size (NPS)	2 inches
	<b>ANSI Vibration Test:</b>	<input checked="" type="checkbox"/> Level 1 (normal) <input type="checkbox"/> Level 2 (bridge/overpass)	
<b>DRIVER:</b>	<b>Input Voltage:</b>	Nominal (50Hz/60 Hz, Vac)	120 to 277 (±10%)
	<b>Power Factor:</b>	Minimum	0.90
	Output current (mA)		300 to 1050
	Dimming Protocol		0-10V
	<b>Interference:</b>	FCC 47 CFR part 15 non-consumer RFI/EMI Standards	
		Total Harmonic Distortion (THD) of 20% at full input power and across specified voltage range.	
	<b>Control Signal Interface:</b>	<input checked="" type="checkbox"/> Not required <input type="checkbox"/> Required	

<b>Arterial - Opposed: SITE PARAMETERS</b>			
<b>ROADWAY DATA:</b>	Road width (Curb to Curb)		66ft
	Number of lanes, total on both sides of median		5
	Median width		None
	<b>IES pavement class:</b>	<input type="checkbox"/> R1 <input type="checkbox"/> R2 <input checked="" type="checkbox"/> R3 <input type="checkbox"/> R4	



SIDEWALK DATA (BOTH SIDES OF THE STREET):	Sidewalk width		7ft
	Edge of sidewalk to edge of roadway (planter strip)		0ft
LIGHT POLE DATA:	Luminaire mounting height		35ft
	Arm length, horizontal		8ft
	Luminaires per pole		1
	Pole set-back from curb		2.5ft
	In-line pole spacing (one pole cycle)		200ft
PHOTOMETRIC PERFORMANCE CRITERIA: APPLICATION			
ROADWAY			
PHOTOPIC ILLUMINANCE:	Maintained Average:	Horizontal at pavement	0.7fc
	Uniformity Ratio:	Average : Minimum (horizontal)	3:0
VEILING LUMINANCE:	Max. veiling luminance ratio		0.4
SIDEWALKS			
PHOTOPIC ILLUMINANCE:	Maintained Average:	Horizontal at pavement	0.3 fc
HARDWARE PERFORMANCE CRITERIA			
LED LUMINAIRE:	Operating Range:	Degrees Celsius	-20 to +40
	Input Power:	On-state power consumption (Max.)	110W
	CCT:	Rated correlated color temperature (Nominal)	4100K (±200 K)
	LLD:	Lamp Lumen Depreciation per TM-21 @ 50,000 hrs. and 25°C Ambient (Min. Lumen Maintenance)	0.86
	BUG Rating:	Nominal backlight-uplight-glare ratings per TM-15, Addendum A (Max.)	B2-U0-G2
	Color:	Luminaire housing finish	Gray
	IP Rating:	External Housing per IEC 60529	Wet
		Optical Chamber per IEC 60529	IP66
	Weight:	Total Luminaire weight (lb.) (Max.)	30
	EPA:	Effective projected area (ft²) (Max.)	1.0
	Mounting Method:	<input type="checkbox"/> Post-top <input checked="" type="checkbox"/> Side-arm 4 bolt or 2 bolt (luminaires under 20lbs)	
	Tenon:	Nominal pipe size (NPS)	2 inches
	ANSI Vibration Test:	<input checked="" type="checkbox"/> Level 1 (normal) <input type="checkbox"/> Level 2 (bridge/overpass)	
DRIVER:	Input Voltage:	Nominal (50Hz/60 Hz, Vac)	120 to 277 (±10%)
	Power Factor:	Minimum	0.90
	Output current (mA)		300 to 1050
	Dimming Protocol		0-10V
	Interference:	FCC 47 CFR part 15 non-consumer RFI/EMI Standards	

		Total Harmonic Distortion (THD) of 20% at full input power and across specified voltage range.
	Control Signal Interface:	<input checked="" type="checkbox"/> Not required <input type="checkbox"/> Required

**APPENDIX B  
PRODUCT SUBMITTAL FORM**

CITY OF PORTLAND, OREGON

INVITATION TO BID 115460

**APPENDIX B to SPECIFICATIONS LED ROADWAY LUMINAIRES BID NO 115460  
MUST BE SUBMITTED WITH BID  
PRODUCT SUBMITTAL FORM**

Luminaire Designation <sup>1</sup> (e.g., "Collector - Staggered")	Local Street Options 1 & 2	
Manufacturer	Leotek Electronics USA Corp	
Model number	EC1-6M-MV-NW-2-GY-530	
Housing finish color	Gray	
Tenon nominal pipe size (inches)	2"	
Nominal luminaire weight (lb)	10.8 lbs	
Nominal luminaire EPA (F <sup>2</sup> )	0.40 F <sup>2</sup>	
Nominal input voltage (V)	120V to 277V	
ANSI vibration test level	<input checked="" type="checkbox"/> Level 1 (Normal)	<input type="checkbox"/> Level 2 (bridge/overpass)
Nominal BUG Ratings	B1-U0-G1	
Make/model of LED light source(s)	LumiLEDs Luxeon M	
Make/model of LED driver(s)	Lite-On Driver PA-1600-31SL-LF	
Dimmability	<input checked="" type="checkbox"/> Dimmable	<input type="checkbox"/> Not dimmable
Upon electrical immunity system failure	<input checked="" type="checkbox"/> Possible disconnect	<input type="checkbox"/> No possible disconnect
Thermal management	<input type="checkbox"/> Moving parts	<input checked="" type="checkbox"/> No moving parts
Lumen maintenance testing duration (hr)	8500 hrs	
Warranty period (yr)	10 yrs	
Rated life of LED driver(s)	43,000 hrs	
Parameter	Nominal value	Tolerance (%)

<sup>1</sup> See Appendix A to SPECIFICATIONS, and attach supporting documentation as required.

CITY OF PORTLAND, OREGON

INVITATION TO BID 115460

**APPENDIX B to SPECIFICATIONS LED ROADWAY LUMINAIRES BID NO 115460  
MUST BE SUBMITTED WITH BID  
PRODUCT SUBMITTAL FORM**

Luminaire Designation <sup>1</sup> (e.g., "Collector - Staggered")	Collector-Staggered	
Manufacturer	Leotek Electronics USA Corp	
Model number	EC3-10M-MV-NW-2-GY-700	
Housing finish color	Gray	
Tenon nominal pipe size (inches)	2"	
Nominal luminaire weight (lb)	12.7lbs	
Nominal luminaire EPA (ft <sup>2</sup> )	0.45 ft <sup>2</sup>	
Nominal input voltage (V)	120V to 277V	
ANSI vibration test level	<input checked="" type="checkbox"/> Level 1 (Normal)	<input type="checkbox"/> Level 2 (bridge/overpass)
Nominal BUG Ratings	B2-U0-G2	
Make/model of LED light source(s)	LumiLEDs Luxeon M	
Make/model of LED driver(s)	Lite-On Driver PA-1101-18SL	
Dimmability	<input checked="" type="checkbox"/> Dimmable	<input type="checkbox"/> Not dimmable
Upon electrical immunity system failure	<input checked="" type="checkbox"/> Possible disconnect	<input type="checkbox"/> No possible disconnect
Thermal management	<input type="checkbox"/> Moving parts	<input checked="" type="checkbox"/> No moving parts
Lumen maintenance testing duration (hr)	8500 hrs	
Warranty period (yr)	10 yrs	
Rated life of LED driver(s)	43,000 hrs	
Parameter	Nominal value	Tolerance (%)

<sup>1</sup> See Appendix A to SPECIFICATIONS, and attach supporting documentation as required.

CITY OF PORTLAND, OREGON

INVITATION TO BID 115460

**APPENDIX B to SPECIFICATIONS LED ROADWAY LUMINAIRES BID NO 115460  
MUST BE SUBMITTED WITH BID  
PRODUCT SUBMITTAL FORM**

Luminaire Designation <sup>1</sup> (e.g., "Collector - Staggered")	Arterial-One Side	
Manufacturer	Leotek Electronics USA Corp	
Model number	EC7-20M-MV-NW-3-GY-700	
Housing finish color	Gray	
Tenon nominal pipe size (inches)	2"	
Nominal luminaire weight (lb)	19.3 lbs	
Nominal luminaire EPA (ft <sup>2</sup> )	0.57 ft <sup>2</sup>	
Nominal input voltage (V)	120V to 277V	
ANSI vibration test level	<input checked="" type="checkbox"/> Level 1 (Normal)	<input type="checkbox"/> Level 2 (bridge/overpass)
Nominal BUG Ratings	B3-UD-G2	
Make/model of LED light source(s)	LumiLEDs Luxeon M	
Make/model of LED driver(s)	Lite-On Driver PA-1101-18SL	
Dimmability	<input checked="" type="checkbox"/> Dimmable	<input type="checkbox"/> Not dimmable
Upon electrical immunity system failure	<input checked="" type="checkbox"/> Possible disconnect	<input type="checkbox"/> No possible disconnect
Thermal management	<input type="checkbox"/> Moving parts	<input checked="" type="checkbox"/> No moving parts
Lumen maintenance testing duration (hr)	8500 hrs	
Warranty period (yr)	10 yrs	
Rated life of LED driver(s)	43,000 hrs	
Parameter	Nominal value	Tolerance (%)

<sup>1</sup> See Appendix A to SPECIFICATIONS, and attach supporting documentation as required.

CITY OF PORTLAND, OREGON

INVITATION TO BID 115460

**APPENDIX B to SPECIFICATIONS LED ROADWAY LUMINAIRES BID NO 115460  
MUST BE SUBMITTED WITH BID  
PRODUCT SUBMITTAL FORM**

Luminaire Designation <sup>1</sup> (e.g., "Collector – Staggered")	Arterial–Opposed	
Manufacturer	Leotek Electronics USA Corp	
Model number	EC3-10M-MV-NW-3-GY-700	
Housing finish color	Gray	
Tenon nominal pipe size (inches)	2"	
Nominal luminaire weight (lb)	12.7 lbs	
Nominal luminaire EPA (ft <sup>2</sup> )	0.45 ft <sup>2</sup>	
Nominal input voltage (V)	120V to 277V	
ANSI vibration test level	<input checked="" type="checkbox"/> Level 1 (Normal)	<input type="checkbox"/> Level 2 (bridge/overpass)
Nominal BUG Ratings	B2-U0-G1	
Make/model of LED light source(s)	LumiLEDs Luxeon M	
Make/model of LED driver(s)	Lite-On Driver PA-1101-18SL	
Dimmability	<input checked="" type="checkbox"/> Dimmable	<input type="checkbox"/> Not dimmable
Upon electrical immunity system failure	<input checked="" type="checkbox"/> Possible disconnect	<input type="checkbox"/> No possible disconnect
Thermal management	<input type="checkbox"/> Moving parts	<input checked="" type="checkbox"/> No moving parts
Lumen maintenance testing duration (hr)	8500 hrs	
Warranty period (yr)	10 yrs	
Rated life of LED driver(s)	43,000 hrs	
Parameter	Nominal value	Tolerance (%)

<sup>1</sup> See Appendix A to SPECIFICATIONS, and attach supporting documentation as required.

Bid No.	Vendor	Total Bid
1	LeoTek Electronics	\$4,429,400
2	LeoTek Electronics	\$3,976,400
3	North Coast	\$4,615,281
4	North Coast	\$4,411,298
5	Graybar	\$4,482,681
6	Crescent Electric	\$6,019,700
7	Crescent Electric	\$4,325,060
8	Engen Technologies	\$4,398,825
9	North Coast	\$4,359,638
10	Rexel	\$4,665,371
11	Lighto	\$4,400,100
12	Northern Illumination Co.	\$6,024,000
13	Gen Light/Thomas Group	\$4,400,100





# Limited Purchase Order

**PO#: TR00045049**

**Vendor:**

LEOTEK ELECTRONICS USA CORP  
1955 LUNDY AVE  
SAN JOSE, CA 95135, CA 95135

Attn:

Phone:

Fax:

**Ship To:**

ALBINA YARD  
3150 N. MISSISSIPPI AVE  
PORTLAND, OR 97227

Attn:

FET: 93-6002236

Purchasing Agent: Toner, Robert R. (5038234061)

Vendor Number: 0000115134

Date of Issue: 11/19/2013

Requested by Date: 1/20/14

Payment Terms: NET 30 DAYS

Ship Via: BEST METHOD

Freight Terms:

F.O.B.: FREIGHT PREPAID, DESTINATION

Line	Qty	Units	Item	Description	Unit Cost	Line Cost
1	252	EA	285760026	FIXTURE LED COBRA LEOTEK LOCAL ST. #EC1-6M-MV-NW-2- GY-350	155.00	39,060.00
2	112	EA	285760028	FIXTURE LED COBRA LEDTEK ARTERIAL RDWY ONE SIDE #EC7- 20M-MV-NW-3-GY-530	314.00	35,168.00
					<b>Total PO Cost:</b>	<b>\$ 74,228.00</b>

Comment: Release against price agreement 31000480 Inventory for option C conversion. special notification not required.

Invoice To: BUREAU OF MAINTENANCE

2929 N. KERBY AVE.  
PORTLAND, OR 97227

CORRECT PURCHASE ORDER AND STOCK NUMBER MUST APPEAR ON ALL  
PACKAGES. INVOICES, SHIPPING PAPERS AND CORRESPONDENCE PACKING SLIP



# Limited Purchase Order

**PO#: TR00045049**

**Vendor:**

LEOTEK ELECTRONICS USA CORP  
1955 LUNDY AVE  
SAN JOSE, CA 95135, CA 95135

Attn:

Phone:

Fax:

**Ship To:**

ALBINA YARD  
3150 N. MISSISSIPPI AVE  
PORTLAND, OR 97227

Attn:

FET: 93-6002236

Purchasing Agent: Toner, Robert R. (5038234061)

Vendor Number: 0000115134

Date of Issue: 11/19/2013

Requested by: 1/20/14  
Date:

Payment Terms: NET 30 DAYS

Ship Via: BEST METHOD

Freight Terms:

F.O.B.: FREIGHT PREPAID, DESTINATION

Line	Qty	Units	Item	Description	Unit Cost	Line Cost
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MUST ACCOMPANY ALL SHIPMENTS.

**Purchasing Dept.** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:**

**Ordered By:** \_\_\_\_\_ **Exp. Delivery** \_\_\_\_\_

**Date:**



## Limited Purchase Order

**PO#: TR00045086**

**Vendor:**

LEOTEK ELECTRONICS USA CORP  
1955 LUNDY AVE  
SAN JOSE, CA 95135, CA 95135

Attn:

Phone:

Fax:

**Ship To:**

ALBINA YARD  
3150 N. MISSISSIPPI AVE  
PORTLAND, OR 97227

Attn:

FET: 93-6002236

Purchasing Agent:	Toner, Robert R. (5038234061)	Payment Terms:	NET 30 DAYS
Vendor Number:	0000115134	Ship Via:	
Date of Issue:	12/30/2013	Freight Terms:	
Requested by Date:		F.O.B.:	

Line	Qty	Units	Item	Description	Unit Cost	Line Cost
1	336	EA	285760026	FIXTURE LED COBRA LEOTEK LOCAL ST. #EC1-6M-MV-NW-2- GY-350	155.00	52,080.00
2	144	EA	285760027	FIXTURE LED COBRA LEOTEK COLLECTOR RDWY #EC3-10M-MV -NW-2-GY-530	204.00	29,376.00
3	56	EA	285760028	FIXTURE LED COBRA LEOTEK ARTERIAL RDWY ONE SIDE #EC7- 20M-MV-NW-3-GY-530	314.00	17,584.00
					<b>Total PO Cost:</b>	<b>\$ 99,040.00</b>

Comment: Release against price agreement 31000480 Inventory for option C conversion.

Invoice To: BUREAU OF MAINTENANCE

2929 N. KERBY AVE.  
PORTLAND, OR 97227

KV013-0140

380



## Limited Purchase Order

**PO#: TR00045086**

**Vendor:**

LEOTEK ELECTRONICS USA CORP  
1955 LUNDY AVE  
SAN JOSE, CA 95135, CA 95135

Attn:

Phone:

Fax:

**Ship To:**

ALBINA YARD  
3150 N. MISSISSIPPI AVE  
PORTLAND, OR 97227

Attn:

FET: 93-6002236

Purchasing Agent:	Toner, Robert R. (5038234061)	Payment Terms:	NET 30 DAYS
Vendor Number:	0000115134	Ship Via:	
Date of Issue:	11/25/2013	Freight Terms:	
Requested by Date:		F.O.B.:	

Line	Qty	Units	Item	Description	Unit Cost	Line Cost
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CORRECT PURCHASE ORDER AND STOCK NUMBER MUST APPEAR ON ALL PACKAGES. INVOICES, SHIPPING PAPERS AND CORRESPONDENCE PACKING SLIP MUST ACCOMPANY ALL SHIPMENTS.

Purchasing Dept. \_\_\_\_\_  
Signature:

Date: \_\_\_\_\_

Ordered By: \_\_\_\_\_

Exp. Delivery \_\_\_\_\_  
Date:

**CITY OF PORTLAND**  
**PRICE AGREEMENT NO. 31000480**  
**AMENDMENT NO. 1 (ONE)**

**FOR**  
**LED ROADWAY LUMINAIRES**

The Contract was made and entered into on the 10th day of October, 2013 by and between Leotek Electronics USA, Inc., hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

1. This Amendment for LED ROADWAY LUMINAIRES shall include the following item numbers based on the factory settings for adjustable drive currents depending upon the site and application.

The following unit prices shall apply:

a. EC1-6M-MV-NW-2-GY-350	\$155	j. EC7-20M-MV-NW-2-GY-350	\$314
b. EC1-6M-MV-NW-2-GY-700	\$155	k. EC7-20M-MV-NW-2-GY-530	\$314
c. EC1-6M-MV-NW-3-GY-350	\$155	l. EC7-20M-MV-NW-2-GY-700	\$314
d. EC1-6M-MV-NW-3-GY-530	\$155	m. EC7-20M-MV-NW-3-GY-350	\$314
e. EC1-6M-MV-NW-3-GY-700	\$155	n. EC7-20M-MV-NW-3-GY-530	\$314
f. EC3-10M-MV-NW-2-GY-350	\$204		
g. EC3-10M-MV-NW-2-GY-530	\$204		
h. EC3-10M-MV-NW-3-GY-350	\$204		
i. EC3-10M-MV-NW-3-GY-530	\$204		

2. All other terms and conditions to remain unchanged.

**LEOTEK ELECTRONICS USA, INC.**

BY: 

Nora Schultz / Western Regional Mgr / 10-25-13

(Name/Title/Date)

Date

Address: 1955 Lundy Ave.  
San Jose, CA 95131  
Telephone No. 408-380-1788  
Email: nschultz@leotek.com

**CITY OF PORTLAND**

BY:

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Christine Moody, Chief Procurement Officer

Date



**PURCHASE AGREEMENT**

THIS CONTRACT is made and entered into on \_\_\_\_\_, by and between LEOTEK ELECTRONICS USA, a Limited Liability Corporation, with a business address of 1955 Lundy Avenue, San Jose, California 95131, hereinafter called "CONTRACTOR," and CITY OF STOCKTON, a municipal corporation, hereinafter called "CITY."

**W I T N E S S E T H:**

WHEREAS, the Parties desire to enter into a Contract for the purchase of THREE THOUSAND (3,000) Light Emitting Diode (LED) Luminaires part #EC3-10M-MV-NW-2-GY-700-WL from CONTRACTOR, pursuant to the City of Portland Price Agreement No. 31000480 and City Council Motion \_\_\_\_\_, approved on July 29, 2014.

NOW THEREFORE, in consideration of the promises and of the mutual covenants herein contained, the parties hereto expressly agree as follows:

1. CONTRACTOR agrees:
  - (a) To furnish THREE THOUSAND (3,000) EC3-10M-MV-NW-2-GY-700-WL LED Luminaires to CITY in accordance with City Council Motion \_\_\_\_\_.
  - (b) The term of this Agreement shall begin on \_\_\_\_\_, and shall continue until CONTRACTOR completes construction and delivery of THREE THOUSAND (3,000) EC3-10M-MV-NW-2-GY-700-WL LED Luminaires to CITY.
  - (c) If the Purchase Order is received by CONTRACTOR on or before August 8, 2014, ONE THOUSAND (1,000) EC3-10M-MV-NW-2-GY-700-WL LED Luminaires shall be delivered by CONTRACTOR to CITY on or before September 15, 2014. The CONTRACTOR shall deliver the remaining TWO THOUSAND (2,000) EC3-10M-MV-NW-2-GY-700-WL LED Luminaires on or before September 29, 2014. In the event CONTRACTOR fails to make timely delivery of the 1,000 LED Luminaires by September 15, 2014, the sum of \$500.00 per day shall be deducted from the invoice price for each calendar day delivery is late. The \$500.00 per day penalty shall also apply to the second shipment of 2,000 EC3-10M-MV-NW-2-GY-700-WL LED Luminaires delivered on or before September 29, 2014.
  - (d) All terms and conditions of this purchase are the same as those found in City of Portland Price Agreement No. 31000480 and Motion \_\_\_\_\_, and are hereby incorporated and made a part of this contract.

- (e) All prices shall be inclusive of all shipping/delivery costs. Delivery shall be FOB destination to the following address:

City of Stockton  
Municipal Service Center  
1465 South Lincoln Street  
Stockton, CA 95204

2. CONTRACTOR agrees to defend, indemnify and hold harmless the CITY against any and all liabilities, claims, demands, damages, or injuries to any person or property arising from CONTRACTOR's performance under this Contract.

3. CITY agrees to pay to CONTRACTOR the invoice price of **SIX HUNDRED SEVENTY THREE THOUSAND, SEVEN HUNDRED FIFTY-ONE DOLLARS AND NO CENTS (\$673,751)**, minus any late delivery penalties as set forth in paragraph 1(c) above, upon delivery of the THREE THOUSAND (3,000) EC3-10M-MV-NW-2-GY-700-WL LED Luminaires. CONTRACTOR agrees that this contract is a "zero-dollars-down" contract and that no funds shall be paid to CONTRACTOR prior to delivery and acceptance by the City, of the THREE THOUSAND (3,000) EC3-10M-MV-NW-2-GY-700-WL LED Luminaires.

4. Neither this Contract, nor any part hereof, nor any monies due or to become due hereunder, may be assigned by CONTRACTOR without the prior written approval of CITY.

5. Contractor warrants that for ten (10) years the goods installed shall be free of defects in materials and workmanship. The ten (10) year period shall begin upon the date the City Public Works Department provides in writing to Contractor acceptance of the goods..

6. 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 all necessary information and assistance to complete such audit.

7. HOLD HARMLESS. Contractor agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Contractor, its officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement. 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.

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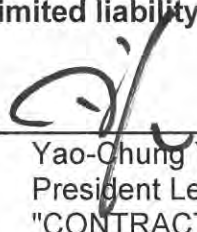
7. It is expressly understood and agreed by and between the parties hereto that a waiver of any conditions of this Contract shall not be considered a waiver of any of the other conditions hereof, except any agreed in writing by both parties.

8. 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.

**LEOTEK ELECTRONICS USA, LLC**  
a limited liability corporation

By

  
Yao-Chung Yeh  
President Leotek Electronics  
"CONTRACTOR"

ATTEST:

77-0451966

Tax Identification Number

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

JOHN M. LUEBBERKE  
CITY ATTORNEY

CITY OF STOCKTON, a municipal  
corporation

By \_\_\_\_\_  
DEPUTY CITY ATTORNEY

By: \_\_\_\_\_  
CITY MANAGER  
"CITY"

12.13 14-0829

**REJECT SUBMITTED CONSTRUCTION BID AND AUTHORIZE  
RE-BID OF THE 2014 ON-CALL LARGE DIAMETER SEWER REPAIR  
SERVICES**

**RECOMMENDATION**

*It is recommended that the City Council approve a motion to reject the submitted construction bid and authorize the re-bid of the 2014 On-Call Large Diameter Sewer Repair Services Project (Project No. M14031).*

*This motion will also authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.*

**Department:** Municipal Utilities



# City of Stockton

## Legislation Text

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**File #:** 14-0829, **Version:** 1

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### **REJECT SUBMITTED CONSTRUCTION BID AND AUTHORIZE RE-BID OF THE 2014 ON-CALL LARGE DIAMETER SEWER REPAIR SERVICES**

#### RECOMMENDATION

It is recommended that the City Council approve a motion to reject the submitted construction bid and authorize the re-bid of the 2014 On-Call Large Diameter Sewer Repair Services Project (Project No. M14031).

This motion will also authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

#### Summary

With the ongoing requirements outlined by the Consent Decree, it has necessitated the contracting for on-call construction services of large diameter sewer pipeline repairs. On Thursday, June 19, 2014, the City Clerk received one bid from West Coast Backhoe, Inc. to provide on-call large diameter sewer repair services. The bid submitted did not meet the minimum experience requirements contained in the bid documents; and therefore, City staff recommends the rejection of the bid submitted by West Coast Backhoe, Inc.

If approved by Council, this action will facilitate the rejection of the single bid received and authorize a re-bid of the 2014 On-Call Large Diameter Sewer Repair Services Project No. M14031.

#### DISCUSSION

##### Background

On July 28, 2009, City Council adopted Resolution 09-0248 and approved the Settlement Agreement between the California Sportfishing Protection Alliance (CSPA) and City of Stockton (City), resolving litigation concerning excessive sewer overflows. The Settlement Agreement requires the City to engage in preventative maintenance to avoid such incidents. The Settlement Agreement is in the form of a Consent Decree, meaning that the settlement would form the basis of an order enforceable by the Court and effective for at least five years.

The Consent Decree requires the City to reduce sanitary sewer overflows. Any sewer line or lower lateral assessed by closed circuit television (CCTV) as blocked or failed shall be repaired within 90 days. It also contains action plans to be implemented, such as sewer pipe replacement projects, sewer rehabilitation projects, pipe condition assessments which consist of CCTV inspections, and sewer cleaning. Additionally, it includes implementing specific programs, such as annual reporting, Monthly Operations and Maintenance Reporting, and instituting the Fats, Oils, and Grease program.

To meet some of the terms prescribed in the Settlement Agreement, the City has been under contract with Goes and Noceti Construction, Inc. during the past three and a half years to repair and replace sewer lines on an on-call basis. However, the large amount of sewer repair backlog has necessitated the hiring of a second construction contractor, specifically for large diameter pipeline.

#### Present Situation

The Municipal Utilities Department advertised for bids for the 2014 On-Call Large Diameter Sewer Repair Services Project No. M14031 from May 17 to June 19, 2014. On June 3, 2014, a non-mandatory pre-bid conference was held and four (4) contractors attended. On Thursday, June 19, 2014, the City Clerk received one bid, as follows:

<b>Construction Company</b>	<b>Location</b>	<b>Bid Amount</b>
West Coast Backhoe, Inc.	Lodi, CA	\$925,532.35
Engineer's Estimate		\$1,203,000.00

The project bid documents required bidders to list prior experience with new construction or rehabilitation projects involving large diameter sewer pipelines with trench depths exceeding twenty feet. West Coast Backhoe, Inc. submitted experience for two projects that involved construction work of less than twenty feet, which did not meet the minimum experience requirements contained in the bid documents. For these reasons, staff recommends that the City Council reject the bid received from West Coast Backhoe, Inc. and authorize a re-bid of the 2014 On-Call Large Diameter Sewer Repair Services Project.

The rebid of the 2014 On-Call Large Diameter Sewer Repair Services Project will include modifications to the bid documents with the goal of attracting a larger number of competitive bids.

#### FINANCIAL SUMMARY

Cost of re-bidding the project would be less than \$5,000 for staff time and sufficient funds are available in Account 437-7714-670.

This project does not impact the General Fund, or any other unrestricted funds, from this action.

RECOMMENDATION

It is recommended that the City Council adopt a resolution declaring the results of the June 3, 2014 Primary Municipal Election.

**Department:** City Clerk

**Attachments:** Attachment A - June 3, 2014 Primary Municipal Election Results

**Proposed Resolution - Certifying Election Results**

**Exhibit 1 - Election Results Registrar Certification**

**Exhibit 2 - Election Results by Precinct**



# City of Stockton

## Legislation Text

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File #: 14-0885, Version: 1

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### JUNE 3, 2014 PRIMARY MUNICIPAL ELECTION RESULTS

#### RECOMMENDATION

It is recommended that the City Council adopt a resolution declaring the results of the June 3, 2014 Primary Municipal Election.

#### Summary

The City Clerk, upon receipt of the results of the consolidated election from the San Joaquin County Registrar of Voters, shall certify the results to the City Council which shall, no later than the third Friday following presentation of the 28-day canvass of the returns comply with the applicable provisions of Election Code Section 10263.

#### DISCUSSION

##### Background

State of California Election Code Sections 10262 and 10264 require the fact of the election and a statement of the results, which shall include the following, to be entered into the record and adopted by resolution:

1. The whole number of votes cast in the city;
2. The names of persons voted for;
3. The measures voted upon;
4. The offices for which each candidate was voted;
5. The number of votes given at each precinct to each person and for and against each measure; and,
6. The number of votes given in the city to each person and for and against each measure.

##### Present Situation

The total number of votes cast in the City of Stockton election was 14,306. The results of the June 3, 2014 Primary Municipal Election are as follows:

COUNCILMEMBER, DISTRICT 1	VOTES RECEIVED	PERCENTAGE
Elbert H. Holman, Jr.	3,159	57.33%
A.S. "Rick" Grewal	2,329	42.27%
Write-in Votes	22	0.40%
TOTAL VOTES	5,510	100%

COUNCILMEMBER, DISTRICT 3	VOTES RECEIVED	PERCENTAGE
Gene Acevedo	1,574	27.15%
Motecuzoma Sanchez	901	15.54%
Susan Lofthus	3,301	56.94%
Write-in Votes	21	0.36%
TOTAL VOTES	5,797	100%

COUNCILMEMBER, DISTRICT 5	VOTES RECEIVED	PERCENTAGE
Dyane Burgos Medina	1,262	42.08%
Christina Fugazi	1,075	35.85%
Mark L. Stebbins	652	21.74%
Write-in Votes	10	0.33%
TOTAL VOTES	2,999	100%

There were no Measures on the June 3, 2014 Primary Municipal Election ballot.

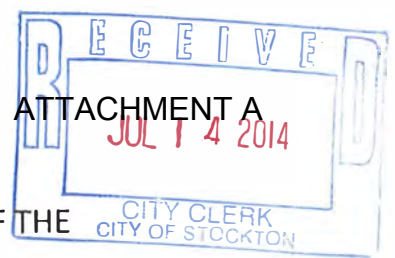
The Certificate of Results and Statement of Votes for the Stockton Primary Municipal Election held on June 3, 2014 were prepared by the San Joaquin County Registrar of Voters. The Certificate of Results and Summary Report are attached as exhibits to the resolution presented for adoption. The Statement of Votes is on file in the City Clerk's Office.

#### FINANCIAL SUMMARY

There is no financial impact to the City from this action.

#### ATTACHMENT A - June 3, 2014 Primary Municipal Election Results





REGISTRAR OF VOTERS CERTIFICATE OF RESULTS OF THE  
STOCKTON MUNICIPAL PRIMARY ELECTION  
FOR THE 1<sup>ST</sup>, 3<sup>RD</sup>, AND 5<sup>TH</sup> CITY COUNCIL DISTRICTS  
HELD ON TUESDAY, JUNE 3, 2014

I, AUSTIN G. ERDMAN, Registrar of Voters for the County of San Joaquin, State of California, do hereby certify that this office has completed the canvass of the Stockton Municipal Primary Election for the 1<sup>st</sup>, 3<sup>rd</sup>, and 5<sup>th</sup> City Council Districts, held on Tuesday, June 3, 2014, and that the following are the results of said election:

**CITY OF STOCKTON**

**1<sup>ST</sup> CITY COUNCIL DISTRICT**

Total Votes	5,510	100.00 %
Elbert H. Holman, JR	3,159	57.33 %
A. S. "Rick" Grewal	2,329	42.27 %
Write-in Votes	22	00.40 %

**3<sup>RD</sup> CITY COUNCIL DISTRICT**

Total Votes	5,797	100.00 %
Gene Acevedo	1,574	27.15 %
Montecuzomz Sanchez	901	15.54 %
Susan Lofthus	3,301	56.94 %
Write-in Votes	21	00.36 %

**5<sup>TH</sup> CITY COUNCIL DISTRICT**

Total Votes	2,999	100.00 %
Dyane Burgos Medina	1,262	42.08 %
Christina Fugazi	1,075	35.85 %
Mark L. Stebbins	652	21.74 %
Write-in Votes	10	00.33 %

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 20<sup>th</sup> day of June, 2014.



AUSTIN G. ERDMAN  
Registrar of Voters

BEFORE THE BOARD OF SUPERVISORS OF THE  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

R-14 -109

RESOLUTION ACCEPTING THE STATEMENT AND RESULTS OF THE  
VOTES CAST AT THE STATEWIDE DIRECT PRIMARY ELECTION  
HELD ON JUNE 3, 2014

WHEREAS, AUSTIN G. ERDMAN, Registrar of Voters, having completed, filed, and entered upon the records of the Board of Supervisors, the statement of the results of votes cast in the County of San Joaquin, for all candidates and measures voted for at the Statewide Direct Primary Election held on June 3, 2014;

BE IT RESOLVED, that the Board of Supervisors acting as the Board of Election of San Joaquin County, hereby accepts such statement of the vote as the official results of the votes cast in the County of San Joaquin at said Election; and

WHEREAS, the following candidates have received a majority of all votes cast at said election for respective offices;

BE IT FURTHER RESOLVED that each is hereby declared elected and the Registrar of Voters is hereby directed to issue certificates of election as provided by law:

JUDGE OF THE SUPERIOR COURT,  
OFFICE NO. 3

- Michael J. Mulvihill, Jr

MEMBERS OF THE SAN JOAQUIN COUNTY BOARD OF EDUCATION,

TRUSTEE AREA NO. 3

- Peter J. Ottesen

TRUSTEE AREA NO. 4

- Vernon "Vern" Gebhardt

COUNTY OF SAN JOAQUIN,

SUPERVISOR, SECOND DISTRICT

- Kathy Miller

ASSESSOR-RECORDER-COUNTY CLERK

- Kenneth W. Blakemore

AUDITOR-CONTROLLER

- Jerome C. "Jay" Wilverding

DISTRICT ATTORNEY

- Tori Verber Salazar

SHERIFF-CORONER-PUBLIC ADMINISTRATOR

- Steve Moore

TREASURER-TAX COLLECTOR

- Shabbir A. Khan

WHEREAS, it appears from the statement of the votes cast, that the following candidates were nominated to respective offices and entitled to have their names placed upon the official ballot at the General Election to be held on November 4, 2014:

COUNTY OF SAN JOAQUIN,

SUPERINTENDENT OF SCHOOLS

- James Mousalimas

- Jeff Tilton

SUPERVISOR, FOURTH DISTRICT

- Charles "Chuck" Winn

- Russ Munson

CITY OF STOCKTON,

COUNCIL DISTRICT NO. 1

- Elbert H. Holman, Jr.

- A. S. "Rick" Grewal

COUNCIL DISTRICT NO. 3

- Gene Acevedo

- Susan Loftus

COUNCIL DISTRICT NO. 5

- Dyane Burgos Medina

- Christina Fugazi

BE IT FURTHER RESOLVED that the Registrar of Voters is hereby directed to issue a Certificate of Nomination to each candidate so nominated as provided by law.

BE IT FURTHER RESOLVED in accordance with Section 8203 of the Elections Code, on November 4, 2014, the day of the General Election, the following candidates shall be declared elected by the Registrar of Voters of San Joaquin County:

JUDGE OF THE SUPERIOR COURT, OFFICE NO. 1	- Lauren P. Thomasson
JUDGE OF THE SUPERIOR COURT, OFFICE NO. 2	- Jose L. Alva
JUDGE OF THE SUPERIOR COURT, OFFICE NO. 4	- Bobby W. McNatt
JUDGE OF THE SUPERIOR COURT, OFFICE NO. 5	- Bernard J. Garber
JUDGE OF THE SUPERIOR COURT, OFFICE NO. 6	- Charlotte J. Orcutt
JUDGE OF THE SUPERIOR COURT, OFFICE NO. 7	- Ronald A. Northup
JUDGE OF THE SUPERIOR COURT, OFFICE NO. 8	- Phillip R. Urie

BE IT FURTHER RESOLVED AND ORDERED that the following measures were consolidated with the Statewide Direct Primary Election, and the results are hereby declared to be as follows:

MEASURE B: TRACY UNIFIED SCHOOL DISTRICT  
School Facilities Improvement District 3

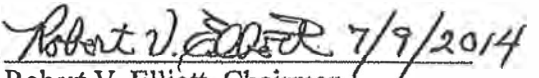
Bonds - YES	4,570	65.03%
Bonds - NO	2,458	34.97%

PASSED AND ADOPTED this 8th day of July 2014, by the following vote of the Board of Supervisors, to wit:

AYES: **Villapudua, Ruhstaller, Vogel, Elliott**

NOES: **None**

ABSENT: **Bestolarides**

  
Robert V. Elliott, Chairman  
Board of Supervisors  
County of San Joaquin  
State of California

ATTEST: Mimi Duzenski  
Clerk of the Board of Supervisors  
of the County of San Joaquin  
State of California

By:   
Clerk

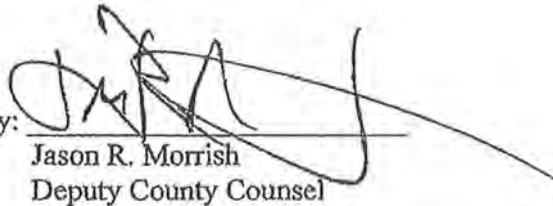


REVIEWED BY:

DAVID WOOTEN  
County Counsel

Distribution:

COB: Original  
ROV: 3

By:   
Jason R. Morrish  
Deputy County Counsel

**CERTIFICATION OF REGISTRAR OF VOTERS  
OF THE RESULTS OF THE CANVASS  
OF THE JUNE 3, 2014  
STATEWIDE DIRECT PRIMARY ELECTION**

STATE OF CALIFORNIA }  
COUNTY OF SAN JOAQUIN } ss.

I, Austin G. Erdman, Registrar of Voters of said county, do hereby certify that, in pursuance to the provisions of Elections Code Section 15300, et seq., I did canvass the results of the votes cast in the Statewide Direct Primary Election held in said County on June 3, 2014, for the Federal, State, and local contests, and that the Statement of Votes Cast to which this certificate is attached, is full, true and correct.

I hereby set my hand and official seal this 20<sup>th</sup> day of June 2014, at the County of San Joaquin.



A handwritten signature in black ink, reading "Austin G. Erdman", is written over a horizontal line.

Austin G. Erdman, Registrar of Voters  
County of San Joaquin  
State of California

# CERTIFICATION

## STATEMENT OF VOTES CAST

### STATEWIDE DIRECT PRIMARY ELECTION

HELD ON TUESDAY, JUNE 3, 2014

SAN JOAQUIN COUNTY, CALIFORNIA

I, Austin G. Erdman, Registrar of Voters for the County of San Joaquin, do hereby certify the following to be a true and correct Statement of Votes Cast for the Statewide Direct Primary Election held on Tuesday, June 3, 2014, for the Federal, State, and local contests set forth, as determined by the official canvass of said election.

WITNESS my hand and official seal this 20<sup>th</sup> day of June, 2014.



Austin G. Erdman, Registrar of voters  
County of San Joaquin  
State of California



Election Summary Report  
 Statewide Direct Primary Election  
 Summary For Jurisdiction Wide, All Counters, All Races  
 San Joaquin County  
 June 3, 2014  
 Official Final Results

Date:06/20/14  
 Time:11:05:41  
 Page:1 of 6

Registered Voters 293837 - Cards Cast 80851 27.52%

Num. Report Precinct 501 - Num. Reporting 501 100.00%

GOVERNOR			
		Total	
Number of Precincts		501	
Precincts Reporting		501	100.0 %
Times Counted	80851/293837		27.5 %
Total Votes		79172	
LUIS J. RODRIGUEZ	GRN	979	1.24%
ALMA MARIE WINSTON	REP	1016	1.28%
JERRY BROWN	DEM	38475	48.60%
JANEL H. BUYCKS	NPP	245	0.31%
ANDREW BLOUNT	REP	1631	2.06%
RAKESH K CHRISTIAN	NPP	270	0.34%
GLENN CHAMP	REP	1352	1.71%
NEEL KASHKARI	REP	18536	23.41%
TIM DONNELLY	REP	12292	15.53%
B. AMBROZEWICZ	NPP	328	0.41%
AKINYEMI AGBEDE	DEM	704	0.89%
RICHARD W AGUIRRE	REP	773	0.98%
ROBERT NEWMAN	NPP	1310	1.65%
CINDY L. SHEEHAN	PF	944	1.19%
JOE LEICHT	NPP	203	0.26%
Write-in Votes		114	0.14%

LIEUTENANT GOVERNOR			
		Total	
Number of Precincts		501	
Precincts Reporting		501	100.0 %
Times Counted	80851/293837		27.5 %
Total Votes		77036	
ALAN REYNOLDS	AME	1558	2.02%
GEORGE YANG	REP	6595	8.56%
ERIC KOREVAAR	DEM	4247	5.51%
DAVID FENNELL	REP	6602	8.57%
AMOS JOHNSON	PF	919	1.19%
GAVIN NEWSOM	DEM	34652	44.98%
RON NEHRING	REP	20732	26.91%
JENA F. GOODMAN	GRN	1633	2.12%
Write-in Votes		98	0.13%

SECRETARY OF STATE			
		Total	
Number of Precincts		501	
Precincts Reporting		501	100.0 %
Times Counted	80851/293837		27.5 %
Total Votes		75900	
LELAND YEE	DEM	7633	10.06%
DEREK CRESSMAN	DEM	3896	5.13%
DAVID CURTIS	GRN	1886	2.48%
ALEX PADILLA	DEM	21310	28.08%
PETE PETERSON	REP	23973	31.58%
JEFFREY H. DROBMAN	DEM	4442	5.85%
ROY ALLMOND	REP	5987	7.89%
DAN SCHNUR	NPP	6649	8.76%
Write-in Votes		124	0.16%

Election Summary Report  
 Statewide Direct Primary Election  
 Summary For Jurisdiction Wide, All Counters, All Races  
 San Joaquin County  
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Registered Voters 293837 - Cards Cast 80851 27.52%

Num. Report Precinct 501 - Num. Reporting 501 100.00%

CONTROLLER			
		Total	
Number of Precincts		501	
Precincts Reporting		501	100.0 %
Times Counted	80851/293837		27.5 %
Total Votes		76579	
BETTY T. YEE	DEM	15358	20.06%
LAURA WELLS	GRN	4176	5.45%
TAMMY D. BLAIR	DEM	3921	5.12%
JOHN A. PÉREZ	DEM	15146	19.78%
DAVID EVANS	REP	17236	22.51%
ASHLEY SWEARENGIN	REP	20635	26.95%
Write-in Votes		107	0.14%

TREASURER			
		Total	
Number of Precincts		501	
Precincts Reporting		501	100.0 %
Times Counted	80851/293837		27.5 %
Total Votes		77166	
ELLEN H. BROWN	GRN	4430	5.74%
GREG CONLON	REP	32077	41.57%
JOHN CHIANG	DEM	40548	52.55%
Write-in Votes		111	0.14%

ATTORNEY GENERAL			
		Total	
Number of Precincts		501	
Precincts Reporting		501	100.0 %
Times Counted	80851/293837		27.5 %
Total Votes		76277	
PHIL WYMAN	REP	11941	15.65%
DAVID KING	REP	6661	8.73%
ORLY TAITZ	NPP	2593	3.40%
KAMALA D. HARRIS	DEM	35230	46.19%
JOHN HAGGERTY	REP	6311	8.27%
JONATHAN JAECH	LIB	2036	2.67%
RONALD GOLD	REP	11402	14.95%
Write-in Votes		103	0.14%

INSURANCE COMMISSIONER			
		Total	
Number of Precincts		501	
Precincts Reporting		501	100.0 %
Times Counted	80851/293837		27.5 %
Total Votes		76447	
NATHALIE HRIZI	PF	4766	6.23%
DAVE JONES	DEM	36483	47.72%
TED GAINES	REP	35081	45.89%
Write-in Votes		117	0.15%

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Registered Voters 293837 - Cards Cast 80851 27.52%

Num. Report Precinct 501 - Num. Reporting 501 100.00%

ST. BD. OF EQUALIZATION DISTRICT 1

		Total	
Number of Precincts		501	
Precincts Reporting		501	100.0 %
Times Counted	80851/293837		27.5 %
Total Votes		74557	
GEORGE RUNNER	REP	42207	56.61%
CHRIS PARKER	DEM	32164	43.14%
Write-in Votes		186	0.25%

U. S. REP. IN CONGRESS 9TH DISTRICT

		Total	
Number of Precincts		362	
Precincts Reporting		362	100.0 %
Times Counted	58367/211479		27.6 %
Total Votes		56611	
JERRY MCNERNEY	DEM	27249	48.13%
STEVE A COLANGELO	REP	10218	18.05%
KAREN M DAVIS	REP	3476	6.14%
ANTONIO C. AMADOR	REP	15568	27.50%
Write-in Votes		100	0.18%

U. S. REP. IN CONGRESS 10TH DISTRICT

		Total	
Number of Precincts		139	
Precincts Reporting		139	100.0 %
Times Counted	22484/82358		27.3 %
Total Votes		21704	
MICHAEL J. BARKLEY	DEM	3242	14.94%
JEFF DENHAM	REP	12667	58.36%
MICHAEL EGGMAN	DEM	5737	26.43%
Write-in Votes		58	0.27%

STATE ASSEMBLY 9TH DIST.

		Total	
Number of Precincts		49	
Precincts Reporting		49	100.0 %
Times Counted	11387/32930		34.6 %
Total Votes		10580	
DARRELL R. FONG	DEM	1842	17.41%
TIM GORSULOWSKY	REP	3749	35.43%
JIM COOPER	DEM	2058	19.45%
MANUEL J. MARTIN	REP	2096	19.81%
D. RODRIGUEZ-SURUKI	DEM	820	7.75%
Write-in Votes		15	0.14%

STATE ASSEMBLY 12TH DIST.

		Total	
Number of Precincts		121	
Precincts Reporting		121	100.0 %
Times Counted	21891/70631		31.0 %
Total Votes		20724	
KRISTIN OLSEN	REP	14571	70.31%
HARINDER GREWAL	DEM	6107	29.47%
Write-in Votes		46	0.22%

STATE ASSEMBLY 13TH DIST.

		Total	
Number of Precincts		331	
Precincts Reporting		331	100.0 %
Times Counted	47573/190276		25.0 %
Total Votes		45092	
SOL JOBRACK	REP	14318	31.75%
SUSAN EGGMAN	DEM	22341	49.55%
C. JENNET STEBBINS	DEM	8297	18.40%
Write-in Votes		136	0.30%

Election Summary Report  
 Statewide Direct Primary Election  
 Summary For Jurisdiction Wide, All Counters, All Races  
 San Joaquin County  
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Registered Voters 293837 - Cards Cast 80851 27.52%

Num. Report Precinct 501 - Num. Reporting 501 100.00%

SUPERIOR COURT JUDGE OFFICE NO. 3

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	63994	
M. MULVIHILL JR	63068	98.55%
Write-in Votes	926	1.45%

S J CO. BOARD OF EDUCATION TRUSTEE AREA NO.

	Total	
3		
Number of Precincts	77	
Precincts Reporting	77	100.0 %
Times Counted	9875/49208	20.1 %
Total Votes	8947	
PETER J. OTTESEN	5143	57.48%
JILL A. FRITCHEN	3757	41.99%
Write-in Votes	47	0.53%

SUPERINTENDENT OF PUBLIC INSTRUCTION

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	72193	
TOM TORLAKSON	32456	44.96%
MARSHALL TUCK	19878	27.53%
LYDIA A. GUTIÉRREZ	19631	27.19%
Write-in Votes	228	0.32%

S J CO. BOARD OF EDUCATION TRUSTEE AREA NO.

	Total	
4		
Number of Precincts	112	
Precincts Reporting	112	100.0 %
Times Counted	19123/64835	29.5 %
Total Votes	16825	
JANELL SOMERA	7337	43.61%
VERNON GEBHARDT	9440	56.11%
Write-in Votes	48	0.29%

COUNTY SUPERINTENDENT OF SCHOOLS

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	73062	
JAMES MOUSALIMAS	31587	43.23%
JEFF TILTON	24500	33.53%
MICHAEL GILLESPIE	16734	22.90%
Write-in Votes	241	0.33%

COUNTY SUPERVISOR 2ND DISTRICT

	Total	
Number of Precincts	96	
Precincts Reporting	96	100.0 %
Times Counted	15608/58561	26.7 %
Total Votes	14882	
KATHY MILLER	7692	51.69%
PAUL CANEPA	7147	48.02%
Write-in Votes	43	0.29%



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 San Joaquin County  
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Registered Voters 293837 - Cards Cast 80851 27.52%

Num. Report Precinct 501 - Num. Reporting 501 100.00%

COUNTY SUPERVISOR 4TH DISTRICT

	Total	
Number of Precincts	106	
Precincts Reporting	106	100.0 %
Times Counted	24079/66698	36.1 %
Total Votes	22253	
CHARLES WINN	8400	37.75%
RUSS MUNSON	10368	46.59%
MANUEL LOPEZ	3442	15.47%
Write-in Votes	43	0.19%

DISTRICT ATTORNEY

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	73908	
TORI VERBER SALAZAR	58320	78.91%
GARY HICKEY	15359	20.78%
Write-in Votes	229	0.31%

ASSESSOR-RECORDER- COUNTY CLERK

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	63594	
KENNETH W. BLAKEMORE	62744	98.66%
Write-in Votes	850	1.34%

SHERIFF-CORONER PUBLIC ADMINISTRATOR

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	75712	
PAT WITHROW	31631	41.78%
STEVE MOORE	43890	57.97%
Write-in Votes	191	0.25%

AUDITOR-CONTROLLER

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	62036	
JEROME WILVERDING	61200	98.65%
Write-in Votes	836	1.35%

TREASURER-TAX COLLECTOR

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	65495	
SHABBIR A. KHAN	64425	98.37%
Write-in Votes	1070	1.63%

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Registered Voters 293837 - Cards Cast 80851 27.52%

Num. Report Precinct 501 - Num. Reporting 501 100.00%

STOCKTON CITY COUNCIL DISTRICT 1			
	Total		
Number of Precincts	35		
Precincts Reporting	35	100.0 %	
Times Counted	5982/23191	25.8 %	
Total Votes	5510		
ELBERT H. HOLMAN, JR	3159	57.33%	
A. S. "RICK" GREWAL	2329	42.27%	
Write-in Votes	22	0.40%	

PROPOSITION 41 VETERANS HOUSING AND HOMLESS PREVENTION BOND ACT OF 2014.			
	Total		
Number of Precincts	501		
Precincts Reporting	501	100.0 %	
Times Counted	80851/293837	27.5 %	
Total Votes	77040		
Yes	49732	64.55%	
No	27308	35.45%	

STOCKTON CITY COUNCIL DISTRICT 3			
	Total		
Number of Precincts	34		
Precincts Reporting	34	100.0 %	
Times Counted	6333/21706	29.2 %	
Total Votes	5797		
GENE ACEVEDO	1574	27.15%	
MOTECUZOMA SANCHEZ	901	15.54%	
SUSAN LOFTHUS	3301	56.94%	
Write-in Votes	21	0.36%	

PROPOSITION 42 PUBLIC RECORDS. OPEN MEETINGS. STAFF REIMBURSEMENT TO LOCAL			
	Total		
Number of Precincts	501		
Precincts Reporting	501	100.0 %	
Times Counted	80851/293837	27.5 %	
Total Votes	73983		
Yes	41488	56.08%	
No	32495	43.92%	

STOCKTON CITY COUNCIL DISTRICT 5			
	Total		
Number of Precincts	25		
Precincts Reporting	25	100.0 %	
Times Counted	3175/16751	19.0 %	
Total Votes	2999		
D. BURGOS MEDINA	1262	42.08%	
CHRISTINA FUGAZI	1075	35.85%	
MARK L. STEBBINS	652	21.74%	
Write-in Votes	10	0.33%	

MEASURE B SCHOOL FACILITIES IMPROVEMENT DISTRICT 3			
	Total		
Number of Precincts	55		
Precincts Reporting	55	100.0 %	
Times Counted	7311/30216	24.2 %	
Total Votes	7028		
Bonds - Yes	4570	65.03%	
Bonds - No	2458	34.97%	

# STOCKTON CITY COUNCIL

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## RESOLUTION DECLARING ELECTION RESULTS OF THE PRIMARY MUNICIPAL ELECTION OF JUNE 3, 2014

A Primary Municipal Election was consolidated with the State of California General Election held on June 3, 2014, pursuant to Stockton City Charter Article VII; and

The San Joaquin County Registrar of Voters ("Registrar") was authorized to canvass the returns of the election pursuant to an agreement between the City of Stockton and the County of San Joaquin entered into on January 28, 2014; and

The Registrar has conducted the canvass and stated the results in the "Certificate of Results of the City of Stockton Municipal Election Held on June 3, 2014," and

California Elections Code sections 10262, 10263, and 10264 require the adoption of a resolution reciting the fact of the election and a statement of the results; now, therefore,

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

1. The whole number of votes cast in the City of Stockton was 14,306 as confirmed by the Registrar.

2. The names of the persons voted for, the offices for which they were voted, and the total number of votes given in the City to each person are as set forth in the Certificate of Results prepared by the Registrar, dated June 20, 2014, attached hereto as Exhibit "1" and incorporated herein.

3. The number of votes given at each precinct to each person is as set forth in an excerpt from the Statement of Votes – Election Summary Report prepared by the Registrar, dated June 20, 2014, attached hereto as Exhibit "2" and incorporated herein.

4. ELBERT H. HOLMAN, JR. and A. S. "RICK" GREWAL received the greatest number of votes for the office of COUNCILMEMBER from DISTRICT 1, and are hereby declared the candidates for said district who will proceed to the City-wide General Municipal Election to be held November 4, 2014.



5. GENE ACEVEDO and SUSAN LOFTHUS received the greatest number of votes for the office of COUNCILMEMBER from DISTRICT 3, and are hereby declared the candidates for said district who will proceed to the City-wide General Municipal Election to be held November 4, 2014.

6. DYANE BURGOS MEDINA and CHRISTINA FUGAZI received the greatest number of votes for the office of COUNCILMEMBER from DISTRICT 5, and are hereby declared the candidates for said district who will proceed to the City-wide General Municipal Election to be held November 4, 2014.

PASSED, APPROVED, and ADOPTED July 29, 2014.

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ANTHONY SILVA, Mayor  
of the City of Stockton

ATTEST:

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BONNIE PAIGE  
City Clerk of the City of Stockton



REGISTRAR OF VOTERS CERTIFICATE OF RESULTS OF THE  
STOCKTON MUNICIPAL PRIMARY ELECTION  
FOR THE 1<sup>ST</sup>, 3<sup>RD</sup>, AND 5<sup>TH</sup> CITY COUNCIL DISTRICTS  
HELD ON TUESDAY, JUNE 3, 2014

I, AUSTIN G. ERDMAN, Registrar of Voters for the County of San Joaquin, State of California, do hereby certify that this office has completed the canvass of the Stockton Municipal Primary Election for the 1<sup>st</sup>, 3<sup>rd</sup>, and 5<sup>th</sup> City Council Districts, held on Tuesday, June 3, 2014, and that the following are the results of said election:

**CITY OF STOCKTON**

**1<sup>ST</sup> CITY COUNCIL DISTRICT**

Total Votes	5,510	100.00 %
Elbert H. Holman, JR	3,159	57.33 %
A. S. "Rick" Grewal	2,329	42.27 %
Write-in Votes	22	00.40 %

**3<sup>RD</sup> CITY COUNCIL DISTRICT**

Total Votes	5,797	100.00 %
Gene Acevedo	1,574	27.15 %
Montecuzomz Sanchez	901	15.54 %
Susan Lofthus	3,301	56.94 %
Write-in Votes	21	00.36 %

**5<sup>TH</sup> CITY COUNCIL DISTRICT**

Total Votes	2,999	100.00 %
Dyane Burgos Medina	1,262	42.08 %
Christina Fugazi	1,075	35.85 %
Mark L. Stebbins	652	21.74 %
Write-in Votes	10	00.33 %

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 20<sup>th</sup> day of June, 2014.



*Austin Erdman*

AUSTIN G. ERDMAN  
Registrar of Voters

BEFORE THE BOARD OF SUPERVISORS OF THE  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

R-14 -109

RESOLUTION ACCEPTING THE STATEMENT AND RESULTS OF THE  
VOTES CAST AT THE STATEWIDE DIRECT PRIMARY ELECTION  
HELD ON JUNE 3, 2014

WHEREAS, AUSTIN G. ERDMAN, Registrar of Voters, having completed, filed, and entered upon the records of the Board of Supervisors, the statement of the results of votes cast in the County of San Joaquin, for all candidates and measures voted for at the Statewide Direct Primary Election held on June 3, 2014;

BE IT RESOLVED, that the Board of Supervisors acting as the Board of Election of San Joaquin County, hereby accepts such statement of the vote as the official results of the votes cast in the County of San Joaquin at said Election; and

WHEREAS, the following candidates have received a majority of all votes cast at said election for respective offices;

BE IT FURTHER RESOLVED that each is hereby declared elected and the Registrar of Voters is hereby directed to issue certificates of election as provided by law:

JUDGE OF THE SUPERIOR COURT,  
OFFICE NO. 3

- Michael J. Mulvihill, Jr

MEMBERS OF THE SAN JOAQUIN COUNTY BOARD OF EDUCATION,

TRUSTEE AREA NO. 3

- Peter J. Ottesen

TRUSTEE AREA NO. 4

- Vernon "Vern" Gebhardt

COUNTY OF SAN JOAQUIN,

SUPERVISOR, SECOND DISTRICT

- Kathy Miller

ASSESSOR-RECORDER-COUNTY CLERK

- Kenneth W. Blakemore

AUDITOR-CONTROLLER

- Jerome C. "Jay" Wilverding

DISTRICT ATTORNEY

- Tori Verber Salazar

SHERIFF-CORONER-PUBLIC ADMINISTRATOR

- Steve Moore

TREASURER-TAX COLLECTOR

- Shabbir A. Khan

WHEREAS, it appears from the statement of the votes cast, that the following candidates were nominated to respective offices and entitled to have their names placed upon the official ballot at the General Election to be held on November 4, 2014:

COUNTY OF SAN JOAQUIN,

SUPERINTENDENT OF SCHOOLS

- James Mousalimas

- Jeff Tilton

SUPERVISOR, FOURTH DISTRICT

- Charles "Chuck" Winn

- Russ Munson

CITY OF STOCKTON,

COUNCIL DISTRICT NO. 1

- Elbert H. Holman, Jr.

- A. S. "Rick" Grewal

COUNCIL DISTRICT NO. 3

- Gene Acevedo

- Susan Loftus

COUNCIL DISTRICT NO. 5

- Dyane Burgos Medina

- Christina Fugazi

BE IT FURTHER RESOLVED that the Registrar of Voters is hereby directed to issue a Certificate of Nomination to each candidate so nominated as provided by law.

BE IT FURTHER RESOLVED in accordance with Section 8203 of the Elections Code, on November 4, 2014, the day of the General Election, the following candidates shall be declared elected by the Registrar of Voters of San Joaquin County:

JUDGE OF THE SUPERIOR COURT, OFFICE NO. 1	- Lauren P. Thomasson
JUDGE OF THE SUPERIOR COURT, OFFICE NO. 2	- Jose L. Alva
JUDGE OF THE SUPERIOR COURT, OFFICE NO. 4	- Bobby W. McNatt
JUDGE OF THE SUPERIOR COURT, OFFICE NO. 5	- Bernard J. Garber
JUDGE OF THE SUPERIOR COURT, OFFICE NO. 6	- Charlotte J. Orcutt
JUDGE OF THE SUPERIOR COURT, OFFICE NO. 7	- Ronald A. Northup
JUDGE OF THE SUPERIOR COURT, OFFICE NO. 8	- Phillip R. Urie

BE IT FURTHER RESOLVED AND ORDERED that the following measures were consolidated with the Statewide Direct Primary Election, and the results are hereby declared to be as follows:

MEASURE B: TRACY UNIFIED SCHOOL DISTRICT  
School Facilities Improvement District 3

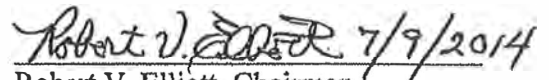
Bonds - YES	4,570	65.03%
Bonds - NO	2,458	34.97%

PASSED AND ADOPTED this 8th day of July 2014, by the following vote of the Board of Supervisors, to wit:

AYES: **Villapudua, Ruhstaller, Vogel, Elliott**

NOES: **None**

ABSENT: **Bestolarides**

  
Robert V. Elliott, Chairman  
Board of Supervisors  
County of San Joaquin  
State of California

ATTEST: Mimi Duzenski  
Clerk of the Board of Supervisors  
of the County of San Joaquin  
State of California

By:   
Clerk

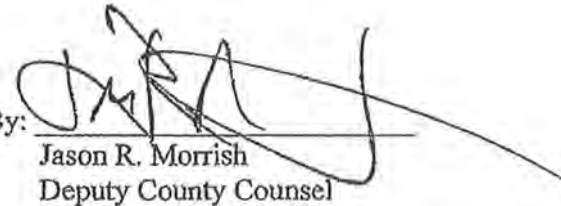


REVIEWED BY:

DAVID WOOTEN  
County Counsel

Distribution:

COB: Original  
ROV: 3

By:   
Jason R. Morrish  
Deputy County Counsel

**CERTIFICATION OF REGISTRAR OF VOTERS  
OF THE RESULTS OF THE CANVASS  
OF THE JUNE 3, 2014  
STATEWIDE DIRECT PRIMARY ELECTION**

STATE OF CALIFORNIA }  
COUNTY OF SAN JOAQUIN } ss.

I, Austin G. Erdman, Registrar of Voters of said county, do hereby certify that, in pursuance to the provisions of Elections Code Section 15300, et seq., I did canvass the results of the votes cast in the Statewide Direct Primary Election held in said County on June 3, 2014, for the Federal, State, and local contests, and that the Statement of Votes Cast to which this certificate is attached, is full, true and correct.

I hereby set my hand and official seal this 20<sup>th</sup> day of June 2014, at the County of San Joaquin.



A handwritten signature in black ink, reading "Austin G. Erdman", is written over a horizontal line.

Austin G. Erdman, Registrar of Voters  
County of San Joaquin  
State of California



# CERTIFICATION

## STATEMENT OF VOTES CAST

### STATEWIDE DIRECT PRIMARY ELECTION

HELD ON TUESDAY, JUNE 3, 2014

SAN JOAQUIN COUNTY, CALIFORNIA

I, Austin G. Erdman, Registrar of Voters for the County of San Joaquin, do hereby certify the following to be a true and correct Statement of Votes Cast for the Statewide Direct Primary Election held on Tuesday, June 3, 2014, for the Federal, State, and local contests set forth, as determined by the official canvass of said election.

WITNESS my hand and official seal this 20<sup>th</sup> day of June, 2014.



Austin G. Erdman, Registrar of voters  
County of San Joaquin  
State of California

## EXHIBIT 1

Election Summary Report  
 Statewide Direct Primary Election  
 Summary For Jurisdiction Wide, All Counters, All Races  
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Registered Voters 293837 - Cards Cast 80851 27.52%

Num. Report Precinct 501 - Num. Reporting 501 100.00%

GOVERNOR			
		Total	
Number of Precincts		501	
Precincts Reporting		501	100.0 %
Times Counted	80851/293837		27.5 %
Total Votes		79172	
LUIS J. RODRIGUEZ	GRN	979	1.24%
ALMA MARIE WINSTON	REP	1016	1.28%
JERRY BROWN	DEM	38475	48.60%
JANEL H. BUYCKS	NPP	245	0.31%
ANDREW BLOUNT	REP	1631	2.06%
RAKESH K CHRISTIAN	NPP	270	0.34%
GLENN CHAMP	REP	1352	1.71%
NEEL KASHKARI	REP	18536	23.41%
TIM DONNELLY	REP	12292	15.53%
B. AMBROZEWICZ	NPP	328	0.41%
AKINYEMI AGBEDE	DEM	704	0.89%
RICHARD W AGUIRRE	REP	773	0.98%
ROBERT NEWMAN	NPP	1310	1.65%
CINDY L. SHEEHAN	PF	944	1.19%
JOE LEICHT	NPP	203	0.26%
Write-in Votes		114	0.14%

LIEUTENANT GOVERNOR			
		Total	
Number of Precincts		501	
Precincts Reporting		501	100.0 %
Times Counted	80851/293837		27.5 %
Total Votes		77036	
ALAN REYNOLDS	AME	1558	2.02%
GEORGE YANG	REP	6595	8.56%
ERIC KOREVAAR	DEM	4247	5.51%
DAVID FENNELL	REP	6602	8.57%
AMOS JOHNSON	PF	919	1.19%
GAVIN NEWSOM	DEM	34652	44.98%
RON NEHRING	REP	20732	26.91%
JENA F. GOODMAN	GRN	1633	2.12%
Write-in Votes		98	0.13%

SECRETARY OF STATE			
		Total	
Number of Precincts		501	
Precincts Reporting		501	100.0 %
Times Counted	80851/293837		27.5 %
Total Votes		75900	
LELAND YEE	DEM	7633	10.06%
DEREK CRESSMAN	DEM	3896	5.13%
DAVID CURTIS	GRN	1886	2.48%
ALEX PADILLA	DEM	21310	28.08%
PETE PETERSON	REP	23973	31.58%
JEFFREY H. DROBMAN	DEM	4442	5.85%
ROY ALLMOND	REP	5987	7.89%
DAN SCHNUR	NPP	6649	8.76%
Write-in Votes		124	0.16%

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Registered Voters 293837 - Cards Cast 80851 27.52%

Num. Report Precinct 501 - Num. Reporting 501 100.00%

CONTROLLER			
		Total	
Number of Precincts		501	
Precincts Reporting		501	100.0 %
Times Counted	80851/293837		27.5 %
Total Votes		76579	
BETTY T. YEE	DEM	15358	20.06%
LAURA WELLS	GRN	4176	5.45%
TAMMY D. BLAIR	DEM	3921	5.12%
JOHN A. PÉREZ	DEM	15146	19.78%
DAVID EVANS	REP	17236	22.51%
ASHLEY SWEARENGIN	REP	20635	26.95%
Write-in Votes		107	0.14%

TREASURER			
		Total	
Number of Precincts		501	
Precincts Reporting		501	100.0 %
Times Counted	80851/293837		27.5 %
Total Votes		77166	
ELLEN H. BROWN	GRN	4430	5.74%
GREG CONLON	REP	32077	41.57%
JOHN CHIANG	DEM	40548	52.55%
Write-in Votes		111	0.14%

ATTORNEY GENERAL			
		Total	
Number of Precincts		501	
Precincts Reporting		501	100.0 %
Times Counted	80851/293837		27.5 %
Total Votes		76277	
PHIL WYMAN	REP	11941	15.65%
DAVID KING	REP	6661	8.73%
ORLY TAITZ	NPP	2593	3.40%
KAMALA D. HARRIS	DEM	35230	46.19%
JOHN HAGGERTY	REP	6311	8.27%
JONATHAN JAECH	LIB	2036	2.67%
RONALD GOLD	REP	11402	14.95%
Write-in Votes		103	0.14%

INSURANCE COMMISSIONER			
		Total	
Number of Precincts		501	
Precincts Reporting		501	100.0 %
Times Counted	80851/293837		27.5 %
Total Votes		76447	
NATHALIE HRIZI	PF	4766	6.23%
DAVE JONES	DEM	36483	47.72%
TED GAINES	REP	35081	45.89%
Write-in Votes		117	0.15%

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Registered Voters 293837 - Cards Cast 80851 27.52%

Num. Report Precinct 501 - Num. Reporting 501 100.00%

## ST. BD. OF EQUALIZATION DISTRICT 1

	Total		
Number of Precincts	501		
Precincts Reporting	501	100.0 %	
Times Counted	80851/293837	27.5 %	
Total Votes	74557		
GEORGE RUNNER	REP	42207	56.61%
CHRIS PARKER	DEM	32164	43.14%
Write-in Votes		186	0.25%

## U. S. REP. IN CONGRESS 9TH DISTRICT

	Total		
Number of Precincts	362		
Precincts Reporting	362	100.0 %	
Times Counted	58367/211479	27.6 %	
Total Votes	56611		
JERRY MCNERNEY	DEM	27249	48.13%
STEVE A COLANGELO	REP	10218	18.05%
KAREN M DAVIS	REP	3476	6.14%
ANTONIO C. AMADOR	REP	15568	27.50%
Write-in Votes		100	0.18%

## U. S. REP. IN CONGRESS 10TH DISTRICT

	Total		
Number of Precincts	139		
Precincts Reporting	139	100.0 %	
Times Counted	22484/82358	27.3 %	
Total Votes	21704		
MICHAEL J. BARKLEY	DEM	3242	14.94%
JEFF DENHAM	REP	12667	58.36%
MICHAEL EGGMAN	DEM	5737	26.43%
Write-in Votes		58	0.27%

## STATE ASSEMBLY 9TH DIST.

	Total		
Number of Precincts	49		
Precincts Reporting	49	100.0 %	
Times Counted	11387/32930	34.6 %	
Total Votes	10580		
DARRELL R. FONG	DEM	1842	17.41%
TIM GORSULOWSKY	REP	3749	35.43%
JIM COOPER	DEM	2058	19.45%
MANUEL J. MARTIN	REP	2096	19.81%
D. RODRIGUEZ-SURUKI	DEM	820	7.75%
Write-in Votes		15	0.14%

## STATE ASSEMBLY 12TH DIST.

	Total		
Number of Precincts	121		
Precincts Reporting	121	100.0 %	
Times Counted	21891/70631	31.0 %	
Total Votes	20724		
KRISTIN OLSEN	REP	14571	70.31%
HARINDER GREWAL	DEM	6107	29.47%
Write-in Votes		46	0.22%

## STATE ASSEMBLY 13TH DIST.

	Total		
Number of Precincts	331		
Precincts Reporting	331	100.0 %	
Times Counted	47573/190276	25.0 %	
Total Votes	45092		
SOL JOBRACK	REP	14318	31.75%
SUSAN EGGMAN	DEM	22341	49.55%
C. JENNET STEBBINS	DEM	8297	18.40%
Write-in Votes		136	0.30%



## EXHIBIT 1

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Registered Voters 293837 - Cards Cast 80851 27.52%

Num. Report Precinct 501 - Num. Reporting 501 100.00%

SUPERIOR COURT JUDGE OFFICE NO. 3

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	63994	
M. MULVIHILL JR	63068	98.55%
Write-in Votes	926	1.45%

S J CO. BOARD OF EDUCATION TRUSTEE AREA NO.

3	Total	
Number of Precincts	77	
Precincts Reporting	77	100.0 %
Times Counted	9875/49208	20.1 %
Total Votes	8947	
PETER J. OTTESEN	5143	57.48%
JILL A. FRITCHEN	3757	41.99%
Write-in Votes	47	0.53%

SUPERINTENDENT OF PUBLIC INSTRUCTION

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	72193	
TOM TORLAKSON	32456	44.96%
MARSHALL TUCK	19878	27.53%
LYDIA A. GUTIÉRREZ	19631	27.19%
Write-in Votes	228	0.32%

S J CO. BOARD OF EDUCATION TRUSTEE AREA NO.

4	Total	
Number of Precincts	112	
Precincts Reporting	112	100.0 %
Times Counted	19123/64835	29.5 %
Total Votes	16825	
JANELL SOMERA	7337	43.61%
VERNON GEBHARDT	9440	56.11%
Write-in Votes	48	0.29%

COUNTY SUPERINTENDENT OF SCHOOLS

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	73062	
JAMES MOUSALIMAS	31587	43.23%
JEFF TILTON	24500	33.53%
MICHAEL GILLESPIE	16734	22.90%
Write-in Votes	241	0.33%

COUNTY SUPERVISOR 2ND DISTRICT

	Total	
Number of Precincts	96	
Precincts Reporting	96	100.0 %
Times Counted	15608/58561	26.7 %
Total Votes	14882	
KATHY MILLER	7692	51.69%
PAUL CANEPA	7147	48.02%
Write-in Votes	43	0.29%

## EXHIBIT 1

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Registered Voters 293837 - Cards Cast 80851 27.52%

Num. Report Precinct 501 - Num. Reporting 501 100.00%

#### COUNTY SUPERVISOR 4TH DISTRICT

	Total	
Number of Precincts	106	
Precincts Reporting	106	100.0 %
Times Counted	24079/66698	36.1 %
Total Votes	22253	
CHARLES WINN	8400	37.75%
RUSS MUNSON	10368	46.59%
MANUEL LOPEZ	3442	15.47%
Write-in Votes	43	0.19%

#### DISTRICT ATTORNEY

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	73908	
TORI VERBER SALAZAR	58320	78.91%
GARY HICKEY	15359	20.78%
Write-in Votes	229	0.31%

#### ASSESSOR-RECORDER- COUNTY CLERK

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	63594	
KENNETH W. BLAKEMORE	62744	98.66%
Write-in Votes	850	1.34%

#### SHERIFF-CORONER PUBLIC ADMINISTRATOR

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	75712	
PAT WITHROW	31631	41.78%
STEVE MOORE	43890	57.97%
Write-in Votes	191	0.25%

#### AUDITOR-CONTROLLER

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	62036	
JEROME WILVERDING	61200	98.65%
Write-in Votes	836	1.35%

#### TREASURER-TAX COLLECTOR

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	65495	
SHABBIR A. KHAN	64425	98.37%
Write-in Votes	1070	1.63%

## EXHIBIT 1

Election Summary Report  
 Statewide Direct Primary Election  
 Summary For Jurisdiction Wide, All Counters, All Races  
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 Official Final Results

Date:06/20/14  
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Registered Voters 293837 - Cards Cast 80851 27.52%

Num. Report Precinct 501 - Num. Reporting 501 100.00%

STOCKTON CITY COUNCIL DISTRICT 1			
	Total		
Number of Precincts	35		
Precincts Reporting	35	100.0 %	
Times Counted	5982/23191	25.8 %	
Total Votes	5510		
ELBERT H. HOLMAN, JR	3159	57.33%	
A. S. "RICK" GREWAL	2329	42.27%	
Write-in Votes	22	0.40%	

PROPOSITION 41 VETERANS HOUSING AND HOMLESS PREVENTION BOND ACT OF 2014.			
	Total		
Number of Precincts	501		
Precincts Reporting	501	100.0 %	
Times Counted	80851/293837	27.5 %	
Total Votes	77040		
Yes	49732	64.55%	
No	27308	35.45%	

STOCKTON CITY COUNCIL DISTRICT 3			
	Total		
Number of Precincts	34		
Precincts Reporting	34	100.0 %	
Times Counted	6333/21706	29.2 %	
Total Votes	5797		
GENE ACEVEDO	1574	27.15%	
MOTECUZOMA SANCHEZ	901	15.54%	
SUSAN LOFTHUS	3301	56.94%	
Write-in Votes	21	0.36%	

PROPOSITION 42 PUBLIC RECORDS. OPEN MEETINGS. STAFF REIMBURSEMENT TO LOCAL			
	Total		
Number of Precincts	501		
Precincts Reporting	501	100.0 %	
Times Counted	80851/293837	27.5 %	
Total Votes	73983		
Yes	41488	56.08%	
No	32495	43.92%	

STOCKTON CITY COUNCIL DISTRICT 5			
	Total		
Number of Precincts	25		
Precincts Reporting	25	100.0 %	
Times Counted	3175/16751	19.0 %	
Total Votes	2999		
D. BURGOS MEDINA	1262	42.08%	
CHRISTINA FUGAZI	1075	35.85%	
MARK L. STEBBINS	652	21.74%	
Write-in Votes	10	0.33%	

MEASURE B SCHOOL FACILITIES IMPROVEMENT DISTRICT 3			
	Total		
Number of Precincts	55		
Precincts Reporting	55	100.0 %	
Times Counted	7311/30216	24.2 %	
Total Votes	7028		
Bonds - Yes	4570	65.03%	
Bonds - No	2458	34.97%	



CERTIFICATION OF REGISTRAR OF VOTERS  
OF THE RESULTS OF THE CANVASS  
OF THE JUNE 3, 2014  
STATEWIDE DIRECT PRIMARY ELECTION



STATE OF CALIFORNIA }  
COUNTY OF SAN JOAQUIN } ss.

I, Austin G. Erdman, Registrar of Voters of said county, do hereby certify that, in pursuance to the provisions of Elections Code Section 15300, et seq., I did canvass the results of the votes cast in the Statewide Direct Primary Election held in said County on June 3, 2014, for the Federal, State, and local contests, and that the Statement of Votes Cast to which this certificate is attached, is full, true and correct.

I hereby set my hand and official seal this 20<sup>th</sup> day of June 2014, at the County of San Joaquin.



A handwritten signature in black ink, reading "Austin G. Erdman".

Austin G. Erdman, Registrar of Voters  
County of San Joaquin  
State of California

# CERTIFICATION

## STATEMENT OF VOTES CAST

### STATEWIDE DIRECT PRIMARY ELECTION

HELD ON TUESDAY, JUNE 3, 2014

SAN JOAQUIN COUNTY, CALIFORNIA

I, Austin G. Erdman, Registrar of Voters for the County of San Joaquin, do hereby certify the following to be a true and correct Statement of Votes Cast for the Statewide Direct Primary Election held on Tuesday, June 3, 2014, for the Federal, State, and local contests set forth, as determined by the official canvass of said election.

WITNESS my hand and official seal this 20<sup>th</sup> day of June, 2014.



Austin G. Erdman, Registrar of voters  
County of San Joaquin  
State of California

## EXHIBIT 2

Election Summary Report  
 Statewide Direct Primary Election  
 Summary For Jurisdiction Wide, All Counters, All Races  
 San Joaquin County  
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Registered Voters 293837 - Cards Cast 80851 27.52%

Num. Report Precinct 501 - Num. Reporting 501 100.00%

GOVERNOR			
		Total	
Number of Precincts		501	
Precincts Reporting		501	100.0 %
Times Counted	80851/293837		27.5 %
Total Votes		79172	
LUIS J. RODRIGUEZ	GRN	979	1.24%
ALMA MARIE WINSTON	REP	1016	1.28%
JERRY BROWN	DEM	38475	48.60%
JANEL H. BUYCKS	NPP	245	0.31%
ANDREW BLOUNT	REP	1631	2.06%
RAKESH K CHRISTIAN	NPP	270	0.34%
GLENN CHAMP	REP	1352	1.71%
NEEL KASHKARI	REP	18536	23.41%
TIM DONNELLY	REP	12292	15.53%
B. AMBROZEWICZ	NPP	328	0.41%
AKINYEMI AGBEDE	DEM	704	0.89%
RICHARD W AGUIRRE	REP	773	0.98%
ROBERT NEWMAN	NPP	1310	1.65%
CINDY L. SHEEHAN	PF	944	1.19%
JOE LEICHT	NPP	203	0.26%
Write-in Votes		114	0.14%

LIEUTENANT GOVERNOR			
		Total	
Number of Precincts		501	
Precincts Reporting		501	100.0 %
Times Counted	80851/293837		27.5 %
Total Votes		77036	
ALAN REYNOLDS	AME	1558	2.02%
GEORGE YANG	REP	6595	8.56%
ERIC KOREVAAR	DEM	4247	5.51%
DAVID FENNELL	REP	6602	8.57%
AMOS JOHNSON	PF	919	1.19%
GAVIN NEWSOM	DEM	34652	44.98%
RON NEHRING	REP	20732	26.91%
JENA F. GOODMAN	GRN	1633	2.12%
Write-in Votes		98	0.13%

SECRETARY OF STATE			
		Total	
Number of Precincts		501	
Precincts Reporting		501	100.0 %
Times Counted	80851/293837		27.5 %
Total Votes		75900	
LELAND YEE	DEM	7633	10.06%
DEREK CRESSMAN	DEM	3896	5.13%
DAVID CURTIS	GRN	1886	2.48%
ALEX PADILLA	DEM	21310	28.08%
PETE PETERSON	REP	23973	31.58%
JEFFREY H. DROBMAN	DEM	4442	5.85%
ROY ALLMOND	REP	5987	7.89%
DAN SCHNUR	NPP	6649	8.76%
Write-in Votes		124	0.16%

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Registered Voters 293837 - Cards Cast 80851 27.52%

Num. Report Precinct 501 - Num. Reporting 501 100.00%

CONTROLLER			
		Total	
Number of Precincts		501	
Precincts Reporting		501	100.0 %
Times Counted	80851/293837		27.5 %
Total Votes		76579	
BETTY T. YEE	DEM	15358	20.06%
LAURA WELLS	GRN	4176	5.45%
TAMMY D. BLAIR	DEM	3921	5.12%
JOHN A. PÉREZ	DEM	15146	19.78%
DAVID EVANS	REP	17236	22.51%
ASHLEY SWEARENGIN	REP	20635	26.95%
Write-in Votes		107	0.14%

TREASURER			
		Total	
Number of Precincts		501	
Precincts Reporting		501	100.0 %
Times Counted	80851/293837		27.5 %
Total Votes		77166	
ELLEN H. BROWN	GRN	4430	5.74%
GREG CONLON	REP	32077	41.57%
JOHN CHIANG	DEM	40548	52.55%
Write-in Votes		111	0.14%

ATTORNEY GENERAL			
		Total	
Number of Precincts		501	
Precincts Reporting		501	100.0 %
Times Counted	80851/293837		27.5 %
Total Votes		76277	
PHIL WYMAN	REP	11941	15.65%
DAVID KING	REP	6661	8.73%
ORLY TAITZ	NPP	2593	3.40%
KAMALA D. HARRIS	DEM	35230	46.19%
JOHN HAGGERTY	REP	6311	8.27%
JONATHAN JAECH	LIB	2036	2.67%
RONALD GOLD	REP	11402	14.95%
Write-in Votes		103	0.14%

INSURANCE COMMISSIONER			
		Total	
Number of Precincts		501	
Precincts Reporting		501	100.0 %
Times Counted	80851/293837		27.5 %
Total Votes		76447	
NATHALIE HRIZI	PF	4766	6.23%
DAVE JONES	DEM	36483	47.72%
TED GAINES	REP	35081	45.89%
Write-in Votes		117	0.15%



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Registered Voters 293837 - Cards Cast 80851 27.52%

Num. Report Precinct 501 - Num. Reporting 501 100.00%

## ST. BD. OF EQUALIZATION DISTRICT 1

	Total		
Number of Precincts	501		
Precincts Reporting	501	100.0 %	
Times Counted	80851/293837	27.5 %	
Total Votes	74557		
GEORGE RUNNER	REP	42207	56.61%
CHRIS PARKER	DEM	32164	43.14%
Write-in Votes		186	0.25%

## U. S. REP. IN CONGRESS 9TH DISTRICT

	Total		
Number of Precincts	362		
Precincts Reporting	362	100.0 %	
Times Counted	58367/211479	27.6 %	
Total Votes	56611		
JERRY MCNERNEY	DEM	27249	48.13%
STEVE A COLANGELO	REP	10218	18.05%
KAREN M DAVIS	REP	3476	6.14%
ANTONIO C. AMADOR	REP	15568	27.50%
Write-in Votes		100	0.18%

## U. S. REP. IN CONGRESS 10TH DISTRICT

	Total		
Number of Precincts	139		
Precincts Reporting	139	100.0 %	
Times Counted	22484/82358	27.3 %	
Total Votes	21704		
MICHAEL J. BARKLEY	DEM	3242	14.94%
JEFF DENHAM	REP	12667	58.36%
MICHAEL EGGMAN	DEM	5737	26.43%
Write-in Votes		58	0.27%

## STATE ASSEMBLY 9TH DIST.

	Total		
Number of Precincts	49		
Precincts Reporting	49	100.0 %	
Times Counted	11387/32930	34.6 %	
Total Votes	10580		
DARRELL R. FONG	DEM	1842	17.41%
TIM GORSULOWSKY	REP	3749	35.43%
JIM COOPER	DEM	2058	19.45%
MANUEL J. MARTIN	REP	2096	19.81%
D. RODRIGUEZ-SURUKI	DEM	820	7.75%
Write-in Votes		15	0.14%

## STATE ASSEMBLY 12TH DIST.

	Total		
Number of Precincts	121		
Precincts Reporting	121	100.0 %	
Times Counted	21891/70631	31.0 %	
Total Votes	20724		
KRISTIN OLSEN	REP	14571	70.31%
HARINDER GREWAL	DEM	6107	29.47%
Write-in Votes		46	0.22%

## STATE ASSEMBLY 13TH DIST.

	Total		
Number of Precincts	331		
Precincts Reporting	331	100.0 %	
Times Counted	47573/190276	25.0 %	
Total Votes	45092		
SOL JOBRACK	REP	14318	31.75%
SUSAN EGGMAN	DEM	22341	49.55%
C. JENNET STEBBINS	DEM	8297	18.40%
Write-in Votes		136	0.30%

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Registered Voters 293837 - Cards Cast 80851 27.52%

Num. Report Precinct 501 - Num. Reporting 501 100.00%

SUPERIOR COURT JUDGE OFFICE NO. 3

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	63994	
M. MULVIHILL JR	63068	98.55%
Write-in Votes	926	1.45%

S J CO. BOARD OF EDUCATION TRUSTEE AREA NO.

	Total	
3	77	
Number of Precincts	77	100.0 %
Precincts Reporting	77	100.0 %
Times Counted	9875/49208	20.1 %
Total Votes	8947	
PETER J. OTTESEN	5143	57.48%
JILL A. FRITCHEN	3757	41.99%
Write-in Votes	47	0.53%

SUPERINTENDENT OF PUBLIC INSTRUCTION

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	72193	
TOM TORLAKSON	32456	44.96%
MARSHALL TUCK	19878	27.53%
LYDIA A. GUTIÉRREZ	19631	27.19%
Write-in Votes	228	0.32%

S J CO. BOARD OF EDUCATION TRUSTEE AREA NO.

	Total	
4	112	
Number of Precincts	112	100.0 %
Precincts Reporting	112	100.0 %
Times Counted	19123/64835	29.5 %
Total Votes	16825	
JANELL SOMERA	7337	43.61%
VERNON GEBHARDT	9440	56.11%
Write-in Votes	48	0.29%

COUNTY SUPERINTENDENT OF SCHOOLS

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	73062	
JAMES MOUSALIMAS	31587	43.23%
JEFF TILTON	24500	33.53%
MICHAEL GILLESPIE	16734	22.90%
Write-in Votes	241	0.33%

COUNTY SUPERVISOR 2ND DISTRICT

	Total	
Number of Precincts	96	
Precincts Reporting	96	100.0 %
Times Counted	15608/58561	26.7 %
Total Votes	14882	
KATHY MILLER	7692	51.69%
PAUL CANEPA	7147	48.02%
Write-in Votes	43	0.29%

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 Page: 5 of 6

Registered Voters 293837 - Cards Cast 80851 27.52%

Num. Report Precinct 501 - Num. Reporting 501 100.00%

## COUNTY SUPERVISOR 4TH DISTRICT

	Total	
Number of Precincts	106	
Precincts Reporting	106	100.0 %
Times Counted	24079/66698	36.1 %
Total Votes	22253	
CHARLES WINN	8400	37.75%
RUSS MUNSON	10368	46.59%
MANUEL LOPEZ	3442	15.47%
Write-in Votes	43	0.19%

## DISTRICT ATTORNEY

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	73908	
TORI VERBER SALAZAR	58320	78.91%
GARY HICKEY	15359	20.78%
Write-in Votes	229	0.31%

## ASSESSOR-RECORDER- COUNTY CLERK

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	63594	
KENNETH W. BLAKEMORE	62744	98.66%
Write-in Votes	850	1.34%

## SHERIFF-CORONER PUBLIC ADMINISTRATOR

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	75712	
PAT WITHROW	31631	41.78%
STEVE MOORE	43890	57.97%
Write-in Votes	191	0.25%

## AUDITOR-CONTROLLER

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	62036	
JEROME WILVERDING	61200	98.65%
Write-in Votes	836	1.35%

## TREASURER-TAX COLLECTOR

	Total	
Number of Precincts	501	
Precincts Reporting	501	100.0 %
Times Counted	80851/293837	27.5 %
Total Votes	65495	
SHABBIR A. KHAN	64425	98.37%
Write-in Votes	1070	1.63%



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Registered Voters 293837 - Cards Cast 80851 27.52%

Num. Report Precinct 501 - Num. Reporting 501 100.00%

STOCKTON CITY COUNCIL DISTRICT 1			
	Total		
Number of Precincts	35		
Precincts Reporting	35	100.0 %	
Times Counted	5982/23191	25.8 %	
Total Votes	5510		
ELBERT H. HOLMAN, JR	3159	57.33%	
A. S. "RICK" GREWAL	2329	42.27%	
Write-in Votes	22	0.40%	

PROPOSITION 41 VETERANS HOUSING AND HOMLESS PREVENTION BOND ACT OF 2014.			
	Total		
Number of Precincts	501		
Precincts Reporting	501	100.0 %	
Times Counted	80851/293837	27.5 %	
Total Votes	77040		
Yes	49732	64.55%	
No	27308	35.45%	

STOCKTON CITY COUNCIL DISTRICT 3			
	Total		
Number of Precincts	34		
Precincts Reporting	34	100.0 %	
Times Counted	6333/21706	29.2 %	
Total Votes	5797		
GENE ACEVEDO	1574	27.15%	
MOTECUZOMA SANCHEZ	901	15.54%	
SUSAN LOFTHUS	3301	56.94%	
Write-in Votes	21	0.36%	

PROPOSITION 42 PUBLIC RECORDS. OPEN MEETINGS. STAFF REIMBURSEMENT TO LOCAL			
	Total		
Number of Precincts	501		
Precincts Reporting	501	100.0 %	
Times Counted	80851/293837	27.5 %	
Total Votes	73983		
Yes	41488	56.08%	
No	32495	43.92%	

STOCKTON CITY COUNCIL DISTRICT 5			
	Total		
Number of Precincts	25		
Precincts Reporting	25	100.0 %	
Times Counted	3175/16751	19.0 %	
Total Votes	2999		
D. BURGOS MEDINA	1262	42.08%	
CHRISTINA FUGAZI	1075	35.85%	
MARK L. STEBBINS	652	21.74%	
Write-in Votes	10	0.33%	

MEASURE B SCHOOL FACILITIES IMPROVEMENT DISTRICT 3			
	Total		
Number of Precincts	55		
Precincts Reporting	55	100.0 %	
Times Counted	7311/30216	24.2 %	
Total Votes	7028		
Bonds - Yes	4570	65.03%	
Bonds - No	2458	34.97%	

12.15 14-0896

**MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
AMENDMENT NO. 2 TO THE TRUST AGREEMENT GOVERNING  
THE STOCKTON REGIONAL RETIREE MEDICAL TRUST  
AGREEMENT**

**RECOMMENDATION**

*It is recommended that the City Council authorize by motion the City Manager to execute Amendment No. 2 of the Trust Agreement governing the Stockton Regional Retiree Medical Trust Agreement. It is further recommended that this motion authorize the City Manager to take whatever actions are appropriate to carry out the purpose and intent of this amendment.*

**Department:** Human Resources

**Attachments:** Attachment A - Trust Agreement Stockton Regional Retiree Medical

**Attachment B - Amendment 2 to the Trust Agreement**

**Attachment C - Retiree Medical Trust Zadroga-Haase letter**

**Attachment D - Retiree Medical Trust Spears letter**



# City of Stockton

## Legislation Text

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File #: 14-0896, Version: 1

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### MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE TRUST AGREEMENT GOVERNING THE STOCKTON REGIONAL RETIREE MEDICAL TRUST AGREEMENT

#### RECOMMENDATION

It is recommended that the City Council authorize by motion the City Manager to execute Amendment No. 2 of the Trust Agreement governing the Stockton Regional Retiree Medical Trust Agreement. It is further recommended that this motion authorize the City Manager to take whatever actions are appropriate to carry out the purpose and intent of this amendment.

#### Summary

The current Trust Agreement governing the Stockton Regional Retiree Medical Trust (SRRMT), Section 3.5, *Qualification to be Trustee*, states:

“A person elected as a Trustee may be an active or former member of a participating labor organization; provided however, that there shall be no more than one retiree from the participating labor organizations on the Board, who is or may become eligible as a Beneficiary from this Trust.”

The SRRMT's Board of Trustees, which consists of eight voting members (four labor trustees and four employer trustees) has requested to change Section 3.5 of the Agreement from “...no more than one retiree” to “no more than two retirees”. Section 12.1 of the Trust Agreement “Agreement” (Attachment A) gives the City of Stockton City Council and the Board of Directors of the Stockton Police Officers Association (SPOA) the authority to amend the Agreement. The proposed Amendment No. 2 document is attached as Attachment B.

#### DISCUSSION

##### Background

During 2004/2005 labor negotiations, the City and SPOA agreed to create an Irrevocable Multiple-Employer Trust for the purposes of funding retiree medical costs and incorporated this into its Memorandum of Understanding (MOU) effective July 1, 2005 through June 30 2010 which was adopted and approved by City Council on September 27, 2005. Thereafter, on July 10, 2007, the City of Stockton City Council adopted and approved a Resolution establishing a Multiple-Employer Trust Agreement governing the Stockton Regional Retiree Medical Trust.

During the City's fiscal crisis and through AB506 mediation and subsequent successor contract negotiations, the City and SPOA reached agreement on the cessation of both employer and

employee contributions to SRRMT in 2012. The City also reached the same agreement with the second bargaining unit to have joined the Trust, the Stockton Police Management Association (SPMA). In addition, the City agreed to cooperate with the SPOA and SPMA should the Trust members desire to dissolve the Trust and transfer the existing trust funds to another eligible existing retiree health trust. Since that time, the Board of Trustees of the SRRMT have been discussing the options available and performing the fiduciary duty of protecting the existing assets of the Trust while decisions regarding the future of the Trust are debated.

### Present Situation

The current Trust Agreement gives clear guidelines on who can be an SRRMT Board Trustee. Currently, the Agreement limits participation as a Labor Trustee to just one retiree representative of a participating labor organization. One of the current Trustees, who is an active member of a participating labor organization, is retiring. In order to retain continuity and the knowledge of this retiring Trustee during this transitional and critical decision-making process, the Board requests that the Trust Agreement be amended to permit more than one retiree representative of a participating labor organization to serve as a Board Trustee. The Board believes that the continued participation of this soon-to- retire Trustee is critical to the continued administration of the Trust, as evidenced by a unanimous vote by the Board to submit the Trust Agreement amendment as requested on June 20, 2014.

The Board's request is presented in the two attached letters, signed by one of the City Trustees, Director of Human Resources, Teresia Zadroga-Haase and one of the Labor Trustees, Officer Greg Spears (Attachments C and D).

### FINANCIAL SUMMARY

There is no financial impact to the City resulting from this action. Costs related to the preparation of the amendment document are borne by the Trust.

Attachment A - Trust Agreement Governing the SRRMT  
Attachment B - Amendment No. 2 to the Trust Agreement  
Attachment C - SRRMT Zadroga-Haase Letter  
Attachment D - SRRMT Spear Letter

**TRUST AGREEMENT**  
**GOVERNING THE**  
**STOCKTON REGIONAL RETIREE**  
**MEDICAL TRUST**

Effective July 1, 2007

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*(6/14/07ed.)*

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**TRUST AGREEMENT  
GOVERNING THE  
STOCKTON REGIONAL RETIREE MEDICAL TRUST**

**PREAMBLE**

WHEREAS, the City of Stockton, California (the “City”) and the Stockton Police Officers Association (the “SPOA”) have entered into a Memorandum of Understanding that calls for establishment of a retiree medical trust, funded by City and employee contributions, and actuarially-based distributions from the retiree medical trust in the future to eligible retirees under the terms of the MOU,

WHEREAS, the City and SPOA seek to establish a retiree medical trust as described in this Trust Agreement and to be governed by a Board of Trustees as provided in this Trust Agreement;

WHEREAS, the City and SPOA anticipate that other local agencies and labor associations may wish to participate in this retiree medical trust in the future;

NOW, THEREFORE, the signatory parties do hereby adopt the trust agreement as set forth in the following pages, effective July 1, 2007.

**ARTICLE I: DECLARATION OF TRUST**

**1.1     Name**

The signatory parties hereby declare the establishment of a Trust Fund, named the  
**Stockton Regional Retiree Medical Trust.**

The Trustees may hold property, enter into contracts, and in all matters act in behalf of the Trust Fund in such name.

**1.2     Purpose**

The purpose of the Trust Fund is to provide an entity to receive, hold, and invest contributions from participating employers and employees in bargaining units represented by participating labor organizations, and to make distributions from the Trust Fund to health insurance Plans for participating retirees, in accordance with the terms of a Subsidy Plan adopted by the Trustees.

**1.3     Duration of Trust Fund**

The Trust Fund shall continue in existence on an indefinite basis, contemporaneously with the term of this Trust Agreement.

1.4 Term Of Trust Agreement

This Trust Agreement shall be effective as of July 1, 2007, and shall continue indefinitely until such time as it may be terminated in accordance with the provisions of Article XII of this Trust Agreement.

**ARTICLE II: DEFINITIONS**

The following definitions shall govern this Trust Agreement:

2.1 "Beneficiary"

Any participating employee, retiree, surviving spouse, or dependent of a participating employee, who is entitled to subsidies, as defined in a subsidy Plan.

2.2 "Brown Act"

The Ralph M. Brown Act, California Government Code Section 54950, et seq.

2.3 "City"

The City of Stockton, California.

2.4 "Contributions"

The payments required of a participating employer, or of participating employees, pursuant to the terms of a Memorandum of Understanding or Subscription Agreement, for the purpose of funding the Trust.

2.5 "Memorandum Of Understanding" or "MOU"

A written agreement between a participating employer and a participating labor organization, and any supplement, amendment, continuation, or renewal thereof, by the terms of which the employer and/or covered employees are obligated to make contributions to the Trust Fund, through payroll deduction or reduction, for the purpose of participating in an Employee Subsidy Plan of the Trust.

2.6 "Participating Employee"

Any individual employed or formerly employed by a participating employer and for whom employer and/or employee contributions have been made to the Trust Fund under the terms of a Memorandum of Understanding or Subscription Agreement.

2.7 "Participating Employer"

Any state, county, or municipality; or any other public agency, public corporation, or governmental unit that is party to a Memorandum of Understanding or Subscription agreement and that satisfies the requirements of Article V hereof.

2.8 “Participating Labor Organization”

The labor organizations named in Article V hereof and any other lawful labor organization that the Board of Trustees allows to participate in the Trust Fund pursuant to Article V of this Trust Agreement.

2.9 “Qualified Investment Manager”

(a) An investment adviser registered as such under the Investment Advisers Act of 1940; (b) a bank as defined in that Act; or (c) an insurance company qualified to manage, acquire, or dispose of employee subsidy Plan assets under the laws of more than one state.

2.10 “Related Trust Fund”

An employee benefit trust fund, other than this Trust Fund, to which participating employers make payroll deduction or reduction as required by a Memorandum of Understanding with participating labor organizations.

2.11 “Signatory Parties”

The parties whose signatures appear on the last page hereof (or their successors).

2.12 “Subsidy Plan” Or “Employee Subsidy Plan”

Any lawful employee subsidy Plan created and administered by the Trustees, which provides payment for all or part of a premium charged by a health coverage Plan (whether insured or self-insured), and which determines the benefit payment levels based on periodic actuarial advice, provided that such Plan does not include reimbursement for miscellaneous medical expenses.

2.13 “Subscription Agreement”

A written agreement between a governmental entity and the Trustees, and any supplement, amendment, continuation, or renewal thereof, that obligates the entity to make contributions to the Trust Fund, through payroll deduction or reduction or transfer of leave, for the purpose of participating in an Employee Subsidy Plan of the Trust.

2.14 “Trustees” or “Board Of Trustees”

The Trustees of the Trust Fund and their successors.

2.15 “Trust” Or “Trust Fund”

The entity created by this Trust Agreement, and all property and money held by such entity, including all contract rights and records.



### ARTICLE III: THE TRUSTEES

#### 3.1 The Board Of Trustees

The Trust Fund and the Employee Subsidy Plans shall be administered by a Board of Trustees.

#### 3.2 Capacities Of Trustees

The Trustees shall be considered as fiduciaries of the Trust.

#### 3.3 Agents For Service Of Process

Each Trustee shall be considered as an agent of the Trust Fund for the purpose of accepting service of legal process, provided that the Trustees may designate their administrative agent, or another person, as agent of the Trust Fund for this purpose.

#### 3.4 Number And Term Of Trustees

##### 3.4.1 Number

There shall be eight voting Trustees, four selected by participating labor organizations and four selected by participating employers, as follows.

a. The labor trustees shall include three elected by participating employees and one designated by the Stockton Police Officers Association.

b. The employer trustees shall include the Director of Human Resources and the Chief Financial Officer of the City of Stockton, and two appointed by the City Manager of the City of Stockton, at least one of whom shall be an employee of the City of Stockton,. The City Manager shall have the power to relinquish two Trustee positions to other participating employers, by giving notice in writing to the Trustees.

##### 3.4.2 Term

A Trustee term shall be two years, provided, however, that the initial terms of four Trustees (the one elected by the employees with the most votes, the one designated by the SPOA, the City HR Director and the City CFO) shall be three years, in order to establish staggered terms. The initial terms of all Trustees may vary from the two year period due to the selection process. Thereafter, terms generally shall begin on July 1.

##### 3.4.3 Selection Procedures

Election of Trustees shall be pursuant to election procedures set by the Stockton POA. Appointments shall be pursuant to procedures selected by the appointing body.

3.5 Qualification To Be Trustee

A person elected as a Trustee may be an active or former member of a participating labor organization; provided however, that there shall be no more than one retiree from the participating labor organizations on the Board, who is or may become eligible as a Beneficiary from this Trust.

3.6 Appointment Of Successor Trustees

In the event of the termination of appointment, resignation, recall or death of a Trustee appointed by the City, the City shall appoint a new Trustee for the balance of the term. If it was a Trustee elected or appointed by the participating employees, the labor organization in which the Trustee was a member (whether active or retired) shall appoint a new Trustee for the balance of the term.

3.7 Individuals Disqualified From Serving As Trustee

No individual who has been convicted of a felony prior to, or during his or her term as a Trustee, shall serve as a Trustee.

3.8 Acceptance Of Election Or Appointment By Trustees

Each Trustee shall sign a document accepting the Trustee's election or appointment as Trustee and agreeing to abide by the terms and provisions of this Trust Agreement. Alternatively, attendance at two consecutive Trustee meetings shall be deemed acceptance of the election or appointment, and agreement to abide by the terms and provisions of this Trust Agreement.

3.9 Term Of Service

Each Trustee shall serve until the earliest of expiration of his or her term, removal, recall, resignation, or death. A Trustee may serve successive terms.

3.10 Termination Of Appointment By Appointing Entity Or Recall

The appointment of a Trustee may be terminated, at any time, by the entity which originally made the appointment, according to such entity's internal rules, procedures, or practices.

3.11 Removal For Failure To Attend Meetings

A Trustee shall be automatically removed from the Board for failure to attend three (3) consecutive meetings of the Trustees, without being excused from attendance by specific action of the remaining Trustees noted in the minutes.

3.12 Removal For Conviction Of A Crime

A Trustee shall be automatically removed from the Board upon conviction of any of the crimes listed in Section 411(a) of the Employee Retirement Income Security Act of 1974, 29 U.S.C. 1111, or conviction of any crime stemming from his or her service on the Board.

3.13 Removal For Mental Incapacity

A Trustee shall be automatically removed from the Board if he or she is declared mentally incompetent by court decree.

3.14 Resignation

Subject to applicable law, a Trustee may resign his or her position on the Board at any time. Such resignation shall be effective upon the resignation date specified in a written notice of resignation addressed to the Board Chairperson and Secretary of the Trustees.

3.15 Vacancies

No vacancy in the position of Trustee shall impair the power of the remaining Trustees to administer the affairs of the Trust Fund so long as a quorum exists as specified in Article IV, Section 2, hereof.

3.16 Return Of Books And Records

In the event of the removal, recall, resignation, or death of a Trustee, the Trustee (or his or her legal guardian, heirs, or personal representative) shall immediately turn over to the Board Chairperson any and all records, books, documents, monies, and other property in the possession of the Trustee, or under his or her control, that belong to the Trust Fund or that were received by him or her in his or her capacity as Trustee.

**ARTICLE IV: TRUST FUND ADMINISTRATION**

4.1 Manner Of Voting

There shall be bloc voting: on any matter requiring a vote of the Trustees, the labor organization Trustees shall be one bloc and the employer Trustees (as set forth in Section 3.4.1) shall be one bloc. Each bloc shall each be entitled to cast one vote. The vote cast by each bloc of Trustees shall be determined by a majority vote of the Trustees within that bloc. Any action to be taken by the Trustees shall require a unanimous vote of the two bloc votes.

4.2 Constitution Of A Quorum

To constitute a valid regular meeting of the Trustees, a quorum must be present. A quorum exists if there are present at a meeting a majority of the number of Trustees positions pursuant to Article III, Section 4, hereof, even if not all positions are filled.

4.3 Motions

Any Trustee, including the Chairperson or Secretary, may offer or second any motion or resolution presented for the Trustees' consideration.

4.4 Prohibition Of Proxies

To encourage full attendance at meetings of the Trustees and due consideration of the matters being voted upon, there shall be no proxies. A Trustee must be present in order to cast a vote.

4.5 Regular Meetings

The Trustees shall hold regular periodic meetings consistent with the needs of Trust Fund business, provided that there shall be at least two (2) regular meetings during each calendar year. The Trustees shall determine the time and place of all such meetings, and comply with all applicable provisions of the Brown Act.

4.6 Teleconference Meetings

The trustees may take action by means of a teleconference duly noticed, and held in compliance with the requirements of the Brown Act, Section 54953(b).

4.7 Election Of Chairperson And Secretary

The Trustees shall elect one of the Trustees as Chairperson and one as Secretary, one from labor and one from management.

The Chairperson and the Secretary shall each hold office for two years. Thereafter the positions shall rotate annually between Employee and City Trustees.

A Chairperson or Secretary may resign his or her office at any time. Such resignation shall be effective upon the resignation date specified in a written notice of resignation addressed to the remaining Trustees. In case of the removal, recall, resignation or death of either the Chairperson or the Secretary, there shall be a new election of both offices.

4.8 Duties Of Chairperson And Secretary

The Chairperson shall chair the meetings of the Trustees, shall appoint all committees, and shall carry out such other duties as the Trustees may assign to him or her.

The Secretary, in the absence of the Chairperson, shall act in the place of the Chairperson and perform the Chairperson's duties. The Secretary shall also advise the Trustees as to all correspondence and financial reports pertaining to the Trust Fund and shall keep minutes or records of all meetings, proceedings, and actions of the Trustees, provided that these particular responsibilities may be delegated to the administrative agent or to other of the professional or non-professional help retained by the Trustees.

4.9 Authorized Signatures

At least two Trustees, as selected by the Board, shall sign all negotiable instruments, certificates, contracts, government reports, and other legal documents on behalf of the Trust Fund, provided that the authority of one Trustee for signing negotiable instruments may be delegated in writing, to the administrative agent, corporate trustee (if any), depository bank, or custodian bank. All persons doing business with the Trust Fund may rely on such signatures.

If the Trust Fund issues benefit checks to participating employees or their beneficiaries, the signatures of the Chairperson and Secretary may be affixed thereto by a facsimile signature device, under safeguards determined by the Trustees.

4.10 Compensation And Expenses

No Trustee shall receive any compensation from the Trust Fund for services as a Trustee except as may be allowed by applicable law, and as may be authorized by the Trustees. Sixty (60) days prior to voting on any compensation the Trustees must notify all beneficiaries of the precise details of any compensation.

Each Trustee shall be reimbursed out of the Trust Fund for all expenses properly and actually incurred by him or her in the administration of the Trust Fund.

The Trustees shall establish the conditions for the payment of compensation (if any) and for the reimbursement of expenses.

4.11 Distributions To Trustees Not Prohibited

Nothing in this Trust Agreement shall prohibit a Trustee, except those appointed by the City, from receiving any subsidies under the terms of a Subsidy Plan, if he or she is otherwise eligible for the same as a participating employee or as a beneficiary of a participating employee.

**ARTICLE V: PARTICIPATION**

5.1 Bargaining Units Entitled To Participate

The following labor organizations (or their successors), and the employees in the bargaining units of such organizations that have negotiated contributions to this Trust, shall be allowed to participate in the Trust Fund:

**Stockton Police Officers Association**

The Trustees, however, have the authority to decline or terminate the participation of a particular bargaining unit if (a) the labor organization and the employer fail to provide the Trustees with a copy of their Memorandum of Understanding; (b) the language of the contribution provisions in the Memorandum of Understanding does not meet the requirements established by the Trustees (if any); (c) the labor organization fails to

submit a Subscription Agreement binding it to this Trust Agreement, if required; (d) the negotiated contribution rate is less than the contribution rate supporting a particular Subsidy Plan being administered by the Trustees; provided that the Trustees, in their discretion, may accept the different contribution rate, and establish different eligibility rules or subsidy formulas for the employees affected; or (e) there exist other facts and circumstances that, in the Trustees' discretion, justify a declination or termination of participation.

5.2 Other Bargaining Units

The Trustees shall have the authority to permit labor organizations (other than those specified above), and the employees in the bargaining units covered by a Memorandum of Understanding, to participate in the Trust Fund.

The participation of such bargaining units shall be entirely discretionary with the Trustees and shall be subject to whatever terms and conditions they may impose, as long as the termination provisions comply with Article XII.

5.3 Non-Bargaining Unit Employees Of Participating Employers

The Trustees shall have the authority to enter into Subscription Agreements directly with participating employers, so that the non-bargaining unit employees of the employer may participate in the Trust Fund.

The acceptance of such Subscription Agreements shall be entirely discretionary with the Trustees and shall be subject to whatever terms and conditions they may impose.

**ARTICLE VI: TRUSTEE RESPONSIBILITIES**

6.1 General Duty – Administration Of Subsidy Plans

It shall be the general duty of the Trustees to receive the contributions from participating employers and the contributions from participating employees (if any) and any other income or assets that they may receive and, with such, to administer one or more Employee Subsidy Plans for the participating employees and their beneficiaries.

Additionally, the Trustees shall have the specific duties set forth in this Trust Agreement and such other duties as may be imposed upon them by the Knox Keane Act, Sec. 1349.2 of the California Health and Safety Code, and by other applicable laws.

6.2 Compliance With The Internal Revenue Code

The Trustees shall administer the Trust Fund and the subsidy Plans so that, to the extent allowed in the Internal Revenue Code, employer contributions are tax deductible, the Trust Fund is tax exempt, and the value of the distributions from the Trust is excludable from the recipients' taxable income.



6.3 Basis Of Payments To And From Trust Fund

The basis on which contributions of participating employers and participating employees and the Employee Subsidy Plans shall be as specified in the underlying Memorandum of Understanding or Subscription Agreement.

6.4 Application Of Trust Fund Assets

The assets of the Trust Fund shall never inure to the benefit of any participating employer and shall be held for the exclusive purposes of providing subsidies to participating employees and their beneficiaries, and defraying reasonable expenses of administering the Plan.

6.5 Fiduciary Standards

The Trustees shall discharge their duties and administer the Trust Fund assets solely in the interest of the participating employees and their beneficiaries and for the exclusive purpose of (a) providing subsidies to participating employees and their beneficiaries and (b) defraying reasonable expenses of Subsidy Plan administration.

In carrying out their duties, the Trustees shall act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

6.6 Deposits

The contributions, or any other monies which the Trustees may receive, shall be deposited in one or more banks or similar financial institutions supervised by the United States or a state, pending the allocation of such monies for the payment of current distributions and expenses, or for investment. Such monies may be commingled, on a temporary basis, with monies belonging to other related trust funds.

6.7 Investments

The Trustees shall invest all contributions or other monies not required for the payment of current subsidies and expenses. The Trustees may invest and reinvest in bank accounts, savings and loan accounts, and securities, provided that in the making of investments, the Trustees shall diversify such investments so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.

6.8 Specifically Permitted Investments

In the event the Trustees designate one or more banks or similar financial institutions supervised by the United States or a state to serve as custodian of the trust assets, or as a corporate trustee, or in another fiduciary capacity, the monies belonging to the Trust Fund may be invested in the accounts of such bank or institution, provided that such accounts bear a reasonable interest rate.

Further, the monies of the Trust Fund may be invested in (a) a common or collective trust fund, or pooled investment fund, maintained by a bank or trust company supervised by the United States or a state; or (b) in a pooled investment fund of an insurance company, provided that the bank, trust company, or insurance company receives not more than reasonable compensation for managing such an investment.

6.9 Title To Investments And Other Assets

Title to all investments or other assets of the Trust Fund shall be maintained in the name of the Trust Fund, provided that for convenience in transferring stocks, bonds, or other negotiable securities, title to such securities may be held in the name of the Trust Fund's custodian bank or of its nominee.

The indicia of ownership of all investments and other assets of the Trust Fund shall not be maintained outside the jurisdiction of the district courts of the United States.

6.10 Fidelity Bond

The Trustees shall procure a fidelity bond in the amount of not less than ten percent of the assets in the Trust Fund, covering each Trustee or other person who receives, handles, disburses, or otherwise exercises custody or control of any of the funds or other property of the Trust Fund. The cost of such bond shall be chargeable to the Trust Fund, provided that, if such bond covers persons other than the Trustees or their employees (if any), and if there is an additional premium for the coverage for such other persons, the additional premium shall be chargeable to such other persons.

6.11 Records

The Trustees shall maintain records of their administration of the Trust Fund, including records of all receipts and disbursements, all investments purchased or sold, the texts of all Subsidy Plans, all employee eligibility listings, all minutes of Trustee meetings, and all correspondence. No such record shall be destroyed except upon the specific action of the Trustees, and destruction shall not be directed until a period of eight (8) years has elapsed from the date the record was created.

6.12 Annual Audit

The Trustees shall engage, on behalf of the participating employees and their beneficiaries, an independent qualified public accountant and shall authorize such accountant to conduct an annual financial examination of the Trust Fund. The cost of such examination shall be chargeable to the Trust Fund.

A statement of the results of each such examination shall be submitted to the Trustees for their review and, further, shall be made part of the Trust Fund's annual report. Such statement, including any related material (e.g., management letters) shall be submitted by the Trustees to participating employer and employee organizations within 60 days of receipt.

6.13 Plan Description

The Trustees shall prepare a summary of the premium subsidy Plan for each participating employee. The Trustees shall also furnish retirees who are receiving subsidy payments a copy of the summary.

6.14 Annual Tax Report

The Trustees shall prepare and file the required tax returns with the governing tax authorities.

6.15 Documents To Be Examined Or Furnished

The Trustees shall make copies of (a) this Trust Agreement, (b) the summary Plan description, (c) the latest annual report, (d) the applicable memorandum of understanding, and (e) any other contracts or instruments under which a subsidy Plan is established or operated available for examination by participating employees or their beneficiaries in the Trust Fund office.

The Trustees shall, upon written request by a participating employee or his beneficiary, furnish to the participating employee or beneficiary a copy of (a) this Trust Agreement, (b) the Plan description, (c) the latest updated summary Plan description, (d) the latest annual report, (e) any terminal report, (f) the applicable memorandum of understanding, and (g) any other contracts or instruments under which a Subsidy Plan is established or operated. The Trustees may impose a reasonable charge for such.

6.16 Procedure For Review Of Denied Claims

The Trustees shall establish administrative procedures whereby participating employees or their beneficiaries whose claims for subsidies are denied are notified, in writing, of the reasons for such denial and which afford such a participating employee or beneficiary a reasonable opportunity for a full and fair review.

6.17 Privacy

The Trustees shall provide certification to the Trust Fund that they agree to not use or disclose Protected Health Information ("PHI") other than as permitted or required by the Plan document(s) or as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its corresponding regulations, entitled the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule). The Trustees shall have the authority to implement policies and procedures and take any other action that may be required in order to comply with HIPAA and the Privacy Rule. Any omissions or oversights in the use and/or disclosure of PHI will be resolved in accordance with the applicable law and its regulation(s).

## **ARTICLE VII: ALLOCATION OR DELEGATION OF TRUSTEE RESPONSIBILITIES**

### **7.1 Allocation Of Responsibilities To Committees**

The Trustees may allocate to one or more committees of Trustees all or part of the following responsibilities, with full power to act: (a) the responsibility for managing the Trust fund investments (if not otherwise delegated to a qualified investment manager); (b) the responsibility for reviewing and determining benefit claims of participating employees and their beneficiaries; (c) the responsibility for conducting hearings and issuing determinations as provided for in Article X, Section 2 hereof; (d) the responsibility for resolving questions or problems that may be encountered in connection with payroll auditing activities; (e) the responsibility for resolving questions or problems that may be encountered in connection with the collection of delinquent employer accounts; (f) the responsibility for resolving questions or problems that may be encountered in connection with the day-to-day work of the administrative agent; and (g) the responsibility for reviewing the performance of the qualified investment manager (if any), and of the other professional persons retained by the Trustees.

In the event the Trustees elect to allocate any of the stated responsibilities they shall do so by the adoption of a motion or resolution calling for the appointment of a committee of Trustees and specifying the particular responsibility that is being allocated. With respect to the responsibility that is allocated, the committee shall have all the powers of the full Board of Trustees. Any action to be taken by the committee shall be determined according to the voting formula contained in Article IV, Section 1 hereof. If the committee members deadlock on any matter submitted for their concurrence, such matter shall be referred to the full Board of Trustees for review and action.

Nothing contained herein shall in any way limit the authority of the Trustees to create additional committees for the purpose of assisting with or expediting the affairs of the Trust Fund, provided that any such committee shall be empowered only to make recommendations with respect to the matters referred to it.

### **7.2 Delegation Of Investment Responsibilities**

The Trustees may delegate all or part of their responsibilities for the management of the Trust fund investments to one or more Qualified Investment Managers.

In the event the Trustees elect to delegate investment responsibility, they shall do so by the adoption of a motion or resolution making the delegation to a designated Qualified Investment Manager. The delegation shall be effective when the investment manager accepts the delegation and acknowledges in writing his status as a fiduciary with respect to the Trust Fund.

### **7.3 Delegation Of Other Responsibilities**

The Trustees may delegate all or part of their responsibilities with respect to the administration of the Trust Fund or the Subsidy Plans (except investment responsibilities)

to their administrative agent or to any other person whom they may designate for such purpose.

In the event the Trustees elect to delegate a particular responsibility, they shall do so by the adoption of a motion or resolution making the delegation to a designated person. The delegation shall be effective when the designated person accepts the delegation. If the delegation involves a responsibility other than one which is ministerial in nature, the designated person shall also acknowledge in writing his status as a fiduciary with respect to the Trust Fund.

#### 7.4 Review Of Performance

In the event the Trustees elect to allocate or delegate Trustee responsibilities, they shall periodically review the performance of the persons to whom such responsibilities have been allocated or delegated.

### **ARTICLE VIII: TRUSTEE POWERS**

#### 8.1 General Powers

Except as may be expressly limited by the terms of this Trust Agreement, the Trustees shall have full and exclusive authority to control and administer the Trust Fund and the Subsidy Plans.

The authority of the Trustees not only encompasses the specific powers recited in the various paragraphs of this Trust Agreement but also includes the general power to do all things and take all actions, including the expenditure of Trust Fund monies, which they may deem necessary to carry out the purpose of this Trust Agreement. The Trustees may implement their powers through the adoption of appropriate motions, resolutions, or administrative rules and regulations.

#### 8.2 Specific Powers Discretionary

The recitation of specific powers in this Trust Agreement shall not be interpreted as compelling the exercise of any such power. The exercise of specific powers is discretionary with the Trustees.

#### 8.3 Employee Subsidy Plan Currently Being Provided

The employee subsidy Plan initially administered by the Trust shall be known as the "Premium Subsidy Plan, effective July 1, 2007."

#### 8.4 Additional Subsidy Plans

The Trustees shall have the authority to administer additional Subsidy Plans.

8.5 Design Of Medical Subsidies Plan

So long as the Plan meets the definition of an Employee Subsidy Plan set forth in Section 2.12 hereof, the Trustees shall have the authority to determine the details of the Subsidy Plans, including the determination of the rules under which participating employees shall be eligible for subsidies and the nature and amount of such subsidies. The Trustees shall also have the authority to determine whether subsidies shall be extended to beneficiaries of participating employees and, if so, to determine which class or classes of beneficiaries shall be eligible for subsidies, the eligibility rules which will apply to such class or classes of beneficiaries, and the nature and amount of such subsidies. If there are different contribution rates, the Trustees may establish different eligibility rules, or benefit formulas, for the participating employees and their beneficiaries who are affected thereby.

8.6 Means Of Providing Subsidies

The Trustees shall have the authority to provide the subsidies, in whole or in part, directly from the Trust Fund or to contract with an insurance carrier, service organization, health maintenance organization, or other entity, to underwrite or provide such subsidies.

8.7 Facility Of Payment

The Trustees shall have the authority to adopt rules by the terms which benefit payments owing to minors or incompetents may be paid instead to a person or institution providing care or other services to such minor or incompetent, even though a legal guardianship does not exist. Benefit payments made under any such rules shall fully discharge the Trust Fund's obligation to the minor or incompetent.

8.8 Self-Payments By Employees

The Trustees shall have the authority to include provisions in the subsidy Plans by the terms of which participating employees, during periods of strikes, lockouts, employer delinquencies, leaves of absence, disabilities, layoffs, termination, or retirement may be permitted to make contributions in their own behalf.

8.9 Administrative Agent

The Trustees shall have the authority to retain, at the expense of the Trust Fund, one or more administrative agents to assist the Trustees in the day-to-day administration of the Trust Fund and the Subsidy Plans. Such assistance may include the receipt and recording of contributions, the processing of delinquent accounts, the preparation of employee eligibility listings, the processing of benefit applications, the payment of subsidies, the maintenance of financial records, and the handling of routine communications.

The administrative agent may be a contract administrator or a salaried administrator. In the event the Trustees employ a salaried administrator they shall also have the authority to employ such additional administrative staff personnel as they may deem necessary.



The Trustees shall periodically review the performance of the administrative agent.

8.10 Banking Services

The Trustees shall have the authority to retain, at the expense of the Trust Fund, one or more banks or similar financial institutions supervised by the United States or a state, to perform depository or custodial services, or to serve as corporate trustee or co-trustee, on behalf of the Trust Fund.

The Trustees shall periodically review the performance of the banks which they have retained to perform banking services.

8.11 Other Professional And Non-Professional Help

The Trustees shall have the authority to retain, at the expense of the Trust Fund, one or more accountants, actuaries, attorneys, employee subsidy Plan consultants, investment managers, payroll auditors, and other professional or nonprofessional help, as they may deem necessary in the administration of the Trust Fund and the subsidy Plans. The retention of any such professional or non-professional help may be on a contract or salaried basis.

The Trustees shall periodically review the performance of their professional and non-professional help.

8.12 Obtaining Of Necessary Premises, Equipment, And Supplies

The Trustees shall have the authority to purchase or lease suitable premises and equipment and to purchase materials and supplies, at the expense of the Trust Fund, as they may deem necessary in the administration of the Trust Fund and the Subsidy Plans.

8.13 Insurance

The Trustees shall have the authority to purchase policies of insurance (liability, property damage, casualty, and errors and omissions) to protect the Trust Fund and to protect themselves and their employees (if any) with respect to their activities on behalf of the Trust Fund as they may deem necessary. The cost of such insurance policies shall be chargeable to the Trust Fund, provided that, if such insurance policies cover persons other than the Trustees or their employees (if any), and if there is an additional premium for the coverage for such other persons, the additional premium shall be chargeable to such other persons.

Any policy of errors and omissions insurance which covers the Trustees individually shall contain a recourse clause, provided that nothing herein shall prevent a Trustee (or an employer, employer association, or labor organization acting on his behalf) from purchasing for the Trustee a waiver of the recourse clause or a separate policy insuring against such recourse.

8.14 Reserve Funds

The Trustees shall have the authority to maintain reasonable reserve funds for future contingencies as they may deem necessary in the administration of the Trust Fund and the subsidy Plans.

8.15 Payment Of Taxes

The Trustees shall have the authority to pay, at the expense of the Trust Fund, all real and personal taxes, and other taxes and assessments of any kind that may be lawfully levied or assessed against the Trust Fund.

8.16 Refunds Of Contributions Erroneously Paid

The Trustees shall have the authority to adopt rules by the terms of which refunds of contributions may be made to a participating employer or employee where the employer or employee has paid such contributions in error.

8.17 Prosecution Of Legal Actions Or Claims

The Trustees shall have the authority to originate and maintain any legal actions or claims involving potential legal actions, at the expense of the Trust Fund, as they may deem necessary in the administration of the Trust Fund and the Subsidy Plans. All such actions and claims shall be prosecuted in the name of the Trust Fund.

8.18 Defense Of Legal Actions Or Claims

The Trustees shall have the authority to defend all legal actions, claims involving potential legal actions, and investigatory proceedings initiated against the Trust Fund or against one or more of the Trustees, former Trustees, administrative agents, or against one or more of the employees of the Trust Fund (if any) that relate to the administration of the Trust Fund or the Subsidy Plans. Except as stated below, the defense of such actions, claims, and proceedings shall be at the expense of the Trust Fund.

If the final court decree establishes personal liability on the part of specified Trustees, administrative agents, or employees (if any) for breach of their fiduciary responsibilities, and orders that the specified persons are to bear the expenses of their own defense, their attorney fees shall not be chargeable to the Trust Fund. If attorney fees and costs have already been charged to the Trust Fund, the specified persons shall be obligated to repay the Trust Fund for their pro-rata share of such fees and costs.

8.19 Compromise Of Legal Actions Or Claims

The Trustees shall have the authority to compromise, settle, or release all legal actions or claims involving potential legal actions, in favor of or against the Trust Fund, on such terms and conditions as they may determine.

8.20 Penalties For False Or Withheld Information

The Trustees shall have the authority to adopt rules and regulations by the terms of which reasonable penalties or forfeitures may be imposed upon participating employees or beneficiaries who (a) falsify any information requested of them in the administration of the Trust Fund and the Subsidy Plans, or (b) fail to provide requested information within a reasonable time.

8.21 Correction Of Errors

It is recognized and acknowledged by all parties that the Trustees will provide eligibility credits or subsidies to participating employees and their beneficiaries based on Trust Fund records. It is also recognized and acknowledged that such records could be incorrect due to (a) incomplete records, (b) employees or beneficiaries submitting incorrect or false benefit applications, (c) recording or computation errors by the administrative agent, (d) computer errors, or (e) other similar circumstances. The Trustees shall have the authority to correct the Trust Fund records whenever errors are discovered and to terminate participation, adjust eligibility credits or subsidies, or seek the recovery of benefit overpayments, as they may determine.

8.22 Subscription Agreements

The Trustees shall have the authority to create and distribute Subscription Agreements, at the expense of the Trust Fund, by the terms of which a participating employer acknowledges its obligation to make contributions to the Trust Fund and subscribes to the terms and provisions of this Trust Agreement.

8.23 Participation In Certain Non-Profit Organizations

The Trustees shall have the authority to participate in non-profit foundations, corporations, councils, committees, or other organizations that have as their purpose (a) the alleviation of physical or mental disease, or of other conditions or hazards that require the care or service being paid for through the subsidy Plans administered by the Trustees, or (b) the improvement in the availability of, and quality of, medical care, or of other care or service being paid for through the subsidy Plans, or the reduction in the costs of such care or services. If the Trustees act to participate in any such non-profit organization, the membership or participation fees of the organization shall be chargeable to the Trust Fund.

8.24 Participation In Non-Profit Educational Organizations

The Trustees shall have the authority to participate in non-profit foundations, corporations, committees, or other organizations which sponsor educational programs or provide educational materials pertaining to the administration of trust funds of this nature and of employee subsidy Plans. If the Trustees act to participate in any such non-profit organization, the membership or participation fees of the organization shall be chargeable to the Trust Fund.

The Trustees shall also have the authority to purchase educational materials and to provide for the attendance of the Trustees, or of such of their employees (if any), as they may designate, at educational conferences and meetings. The costs of such materials and attendance shall be chargeable to the Trust Fund.

8.25 Reciprocity

The Trustees shall have the authority to enter into reciprocal agreements with other employee Medical Trust funds providing similar subsidies to those provided through the Trust Fund, for the exchange of eligibility credits or monies or for the payment of pro-rata subsidies, in order to protect employees who may terminate their participation in the Trust Fund and begin participation in a reciprocal trust fund and vice-versa.

8.26 Coordinated Administration

The Trustees shall have the authority to coordinate the administration of the Trust Fund and of the Subsidy Plans with the administration of related employee Medical Trust funds and subsidy Plans, to such extent as they may determine.

8.27 Mergers

It is recognized that at some time or times in the future, the Trustees may deem it in the best interest of the Trust Fund and of the participating employers, employer associations, labor organizations, and employees to accept the merger of another employee welfare Medical Trust fund into the Trust Fund, or to merge the Trust Fund into another employee welfare Medical Trust fund.

In the event that another employee welfare medical trust fund is to be merged into the Trust Fund, the Trustees shall have the authority to negotiate and consummate an appropriate merger agreement, and pursuant thereto, to terminate the Trust Fund and to transfer the remaining monies, assets, and liabilities to the other trust fund. However, no merger of the Trust Fund into another trust fund shall be negotiated or consummated without the written approval of the City of Stockton.

8.28 Interpretation And Application Of Documents

The Trustees shall have the authority to interpret and apply the provisions of this Trust Agreement, or of the Subsidy Plans, or of their own motions, resolutions, and administrative rules and regulations, or of any contracts, instruments, or writings that they may have adopted or entered into.

**ARTICLE IX: CONTRIBUTIONS AND COLLECTIONS**

9.1 Contribution Reporting Forms

The Trustees may create and make available, at their discretion, contribution reporting forms.

9.2 Contribution Due Date

All contributions shall be due by the date specified by the Trustees.

9.3 Delinquent Contributions

A Participating Employer shall be considered to be delinquent in the payment of contributions if it (a) fails to submit a contribution reporting form, and the contributions detailed therein, by the close of business on the due date, or (b) fails to submit contributions on behalf of all the employees for whom contributions are required by the underlying Memorandum of Understanding or Subscription Agreement, or (c) fails to compute properly the contributions according to the required contribution formula specified in the underlying Memorandum of Understanding or Subscription Agreement.

The Trustees shall undertake reasonable efforts, at the expense of the Trust Fund, to collect known delinquent contributions and related claims.

9.4 Audit Of Employer Books And Records

The Trustees shall have the authority, at the expense of the Trust Fund, to audit the payroll books and records of a Participating Employer, either directly or through a qualified public accountant, as they may deem necessary in the administration of the Trust Fund. Such payroll audit may be undertaken pursuant to a routine payroll audit program or on an individual basis.

9.5 Protection Of Employees In Cases Of Employer Delinquency

To protect Participating Employees and beneficiaries in situations where Participating Employees may be denied eligibility credits or subsidies because their employer is delinquent in the payment of contributions, the Trustees shall have the authority to extend eligibility credits to such employees or to direct the payment of subsidies to them, or to their beneficiaries, in whole or in part, as they may determine.

The extension of eligibility credits or the payment of subsidies shall not, however, release the delinquent employer from the responsibility for payment of the contributions owed.

9.6 Coordination With Provisions In Memoranda Of Understanding

In the event the underlying Memorandum of Understanding contains provisions relating to delinquencies that specify additional remedies, or obligate the delinquent employer to greater amounts of liquidated damages, interest, or attorney fees than those set forth herein, the Trustees, at their option, may pursue the additional remedies or impose the greater charges.

The Trustees shall not be obligated, however, to pursue the collection of delinquent accounts through the grievance arbitration procedures (if any) provided for in the underlying Memorandum of Understanding.

## ARTICLE X: LIMITATIONS

### 10.1 Liabilities And Debts Of Trust Fund

No signatory party or Trustee, and no participating employer, employer association, labor organization, employee, or beneficiary shall be responsible for the liabilities or debts of the Trust Fund.

### 10.2 Liabilities And Debts Of Participating Parties

No participating employer, employer association, or labor organization shall become responsible by reason of their participation in the Trust Fund for the liabilities or debts of any other participating employer, employer association, or labor organization.

### 10.3 Personal Liabilities Of Trustees

No Trustee shall incur any personal liability in connection with the administration of the Trust Fund or the Subsidy Plans, except for such liability that may be established in relation to breach of fiduciary duty, civil or criminal fraud, embezzlement, wrongful conversion or similar acts.

No Trustee shall be held personally liable for any breach of fiduciary responsibilities in connection with the administration of the Trust Fund or the Subsidy Plans where it is established (a) that the responsibilities at issue were lawfully allocated or delegated to other Trustees or fiduciaries, or (b) that in carrying out the responsibilities at issue the Trustee reasonably relied upon the advice given by the administrative agent or by one or more of the advisers retained by the Trustees.

No Trustee shall be personally liable for a breach of fiduciary responsibilities if such breach was committed before becoming a Trustee or after ceasing to be a Trustee.

### 10.4 Administrative Exhaustion of Remedies: Judgments Against Trust Fund

An eligible retiree or any other party making a claim against the Trust regarding distribution of Trust Fund monies for subsidies must exhaust the Claims and Appeal Procedures set forth in the Subsidy Plan document before bringing any legal action against the Trust Fund or Trustees arising from a decision.

Any money judgment against the Trust Fund shall be enforceable only against the Trust Fund entity and shall not be enforceable against any Trustee or other person, or participating employer, unless liability against the Trustee or other person, in his individual capacity, is established.

### 10.5 Participating Parties' Rights

Except as specifically provided for in this Trust Agreement or in the Subsidy Plans, no participating employer, employer association, labor organization, or employee, nor any beneficiary of a participating employee shall have any right, title, or interest in or to the



Trust Fund, or in or to the contributions, or in or to the subsidies provided. Provided however, that the City of Stockton shall have the right to conduct a financial audit of the Trust's operations, upon reasonable notice to the Trustees, and the Trust shall cooperate in such audit. Such audit shall be conducted at the expense of the City, and will cover reasonable costs incurred by the Trust in cooperating with the auditors retained by the City.

No participating employee shall be entitled to receive any part of the contributions in lieu of the subsidies provided through a Subsidy Plan, nor shall a participating employee who does not qualify for subsidies, or his employer, have any claim to the contributions which may have been paid on his behalf.

#### 10.6 Cessation Of Participation

In the event a participating employer, employer association, or labor organization, or groups thereof should cease their participation in the Trust Fund, there shall be no division or allocation of any of the monies or assets of the Trust Fund, except as may be required by law.

#### 10.7 Protection Of Trust Fund, Contributions, And Subsidies

No part of the Trust Fund (including the contributions) distribution shall be subject in any manner, by a participating employee or beneficiary, to anticipation, alienation, sale, transfer, assignment, encumbrance, or charge, and any such attempt shall be null and void, provided that the Trustees may recognize assignments of subsidies from a participating employee or beneficiary to a doctor, hospital, or other person or institution that has treated or cared for, or provided services or goods to, the participating employee or beneficiary.

Further, no part of the Trust Fund (including the contributions) distribution shall be liable for the debts of a participating employee or beneficiary, nor be subject in any manner to garnishment, attachment, lien, charge, or any other legal process brought by any person against a participating employee or beneficiary, and any such attempt shall be null and void.

#### 10.8 Reliance Upon Written Documents

The Trustees may act upon any written letter, report, certificate, instrument, or other document submitted to them by any participating employer, labor organization, employee, or beneficiary, or by any other person, where such document appears to be genuine and to be signed by the proper person or persons, and the Trustees shall be under no duty to make any investigation or inquiry as to any statement contained in any such document.

#### 10.9 Agents Of Trust Fund

The Trust Fund is an entity separate and apart from the participating employers, employer associations, and labor organizations. Accordingly, unless authorized in a duly-adopted



motion or resolution of the Board of Trustees, no participating employer, employer association, or labor organization, nor any individual employed thereby, shall have any authority to act or function for or on behalf of the Trust Fund or as an agent thereof.

Likewise, unless authorized in a duly-adopted motion or resolution of the Board of Trustees, no individual Trustee shall have any authority to act or function for or on behalf of the Trust Fund or as an agent thereof.

## **ARTICLE XI: MISCELLANEOUS**

### **11.1 Trust Fund Offices**

The Trust Fund shall maintain an office in a location to be determined by the Trustees.

### **11.2 Applicable Laws And Regulations**

This Trust Agreement shall be interpreted, and the Trust Fund shall be administered, in accordance with Internal Revenue Code, and the regulations pertinent thereto, and other applicable federal and state statutes and regulations, as such statutes and regulations presently exist or as they may hereafter be amended.

### **11.3 Service In More Than One Fiduciary Capacity**

Any Trustee or other person who is a fiduciary may serve the Trust Fund in more than one fiduciary capacity.

### **11.4 Notices**

Any written notice permitted or required by this Trust Agreement shall be personally delivered to the person for whom it is intended, or sent to such person at his residence or business address by first class mail.

### **11.5 Severability**

If any provision of this Trust Agreement, or of the Subsidy Plans, is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the Trust Agreement or of the Subsidy Plans.

### **11.6 Titles And Words**

The titles of the various articles and sections of this Trust Agreement are inserted solely for convenience of reference and are not a part of, nor shall they be used to construe, any term or provision hereof. Whenever any words are used herein in the masculine gender they shall be construed as though they were used in the feminine gender, and words in singular form shall be construed as though they were used in the plural form, in all cases where they would so apply.

## ARTICLE XII: AMENDMENTS AND TERMINATION

### 12.1 Amendments

This Trust Agreement may be amended by action of City of Stockton City Council and the Board of Directors of the Stockton Police Officers Association.

### 12.2 Termination

This Trust Agreement may be terminated at any time by action of the Trustees, provided that any such action shall require sixty (60) days advance written notice to the City of Stockton City Council and the Stockton POA.. In addition, the Trust may be terminated by the action of either signatory to this Agreement, provided sufficient time is granted for the Trust to wind up the affairs of the Trust Fund, or for other participating parties to assume all responsibilities of this Trust, or to establish a successor trust.

### 12.3 Allocation Upon Termination


Upon the termination of this Trust Agreement, the Trustees shall wind up the affairs of the Trust Fund. Any and all monies remaining in the Trust Fund, after the payment of expenses, shall be allocated among the participating employees and beneficiaries as specified by the Internal Revenue Code, and related authority.

In no event shall any of the remaining monies or assets be paid to or be recoverable by any participating employer or labor organization.

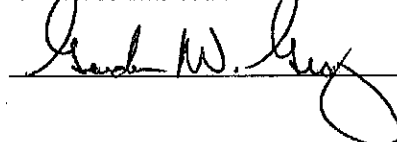
## EXECUTION

This Trust Agreement has been approved and executed by the City and the SPOA, and acknowledged by the Board of Trustees, to become effective July 1, 2007.


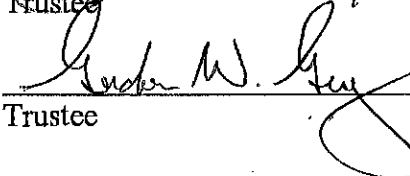
For the CITY OF STOCKTON

  
\_\_\_\_\_  
J. Gordon Palmer, Jr., City Manager


For the STOCKTON POLICE  
OFFICERS ASSOCIATION


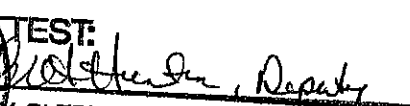
  
\_\_\_\_\_  
Gordon W. Guy

Acknowledged by the BOARD OF TRUSTEES of the  
STOCKTON REGIONAL RETIREE MEDICAL TRUST

  
\_\_\_\_\_  
Trustee  
  
\_\_\_\_\_  
Trustee

APPROVED AS TO FORM AND CONTENT

  
Date Aug 17 2007 By J. Michael Jones  
Deputy City Attorney

  
TEST:   
CLERK

**AMENDMENT NO. 1**  
**to the**  
**TRUST AGREEMENT**  
**GOVERNING THE**  
**STOCKTON REGIONAL RETIREE MEDICAL TRUST**

The City of Stockton City Council and the Board of Directors of the Stockton Police Officers Association does hereby amend the "Trust Agreement Governing the Stockton Regional Retiree Medical Trust (effective July 1, 2007)," as follows:

1. Reimbursement for Medical Expenses. It is the intent of the Trustees to permit the reimbursement of certain medical expenses, as well premiums for health coverage. As such, the Trust Agreement is revised as follows, effective December 8, 2009:

A. The term "Subsidy Plan" is deleted through out and replaced with the term "Medical Expense Reimbursement Plan."

B. The term "subsidies" is deleted through out and replaced with the term "medical expense reimbursement benefits."

C. Under Article I, "Declaration of Trust," Section 1.2, the phrase "or to participating retirees for the reimbursement of Covered Expenses as defined by the Plan" is added between the words "retirees" and "in." The new Section 1.2, "Purpose" reads as follows:

"1.2 Purpose

The purpose of the Trust Fund is to provide an entity to receive, hold, and invest contributions from participating employer and employees in bargaining units represented by participating labor organization, and to make distributions from the Trust Fund to health insurance Plans for participating retirees or to participating retirees for the reimbursement of 'Covered Expenses,' in accordance with the terms of a Medical Expense Reimbursement Plan adopted by the Trustees."

B. Definitions. Under Article II, "Definitions," the existing Section 2.12, "'Subsidy Plan' Or 'Employee Subsidy Plan'" is deleted and the following new Section 2.5 "Medical Expense Reimbursement Plan" is added:

"2.5 Medical Expense Reimbursement Plan

Any lawful employee Medical Expense Reimbursement Plan created and administered by the Trustees, which provides payment for all or part of any Covered Expense as defined in such plan, and which determines the benefit payment levels based on periodic actuarial advice."

Existing Sections 2.5 through 2.15 are renumbered accordingly.

2. Mergers. Under Article VIII, "Trustees Powers," the second paragraph of the current Section 8.27 is deleted and replaced with the following paragraph:

"In the event that another employee welfare benefit trust fund is to be merged into the Trust Fund, the Trustees shall have the authority to negotiate the terms of the merger, enter into an

appropriate merger agreement, and carry out the steps necessary to consummate the merger. In the event that the Trust Fund is to be merged into another employee welfare benefit trust fund, the Trustees shall have the authority to negotiate the terms of the merger, enter into an appropriate merger agreement, and pursuant thereto, to terminate the Trust Fund subject to Article XII Section 12.2 hereof, and to transfer the remaining monies, assets, and liabilities to the other trust fund. However, no merger shall be negotiated or consummated without the written approval of the City of Stockton”

3. Trustee Term. The Board of Trustees requested that the Board of Directors of the Stockton Police Officers Association and the City of Stockton City Council adopt the following revision to Section 3.2 in order to clarify the terms for the City HR Director and City CFO trustee positions.

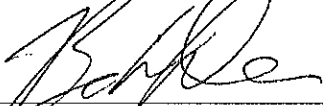
“3.4.2 Term

The term for an appointed or elected Trustee shall be two (2) years, provided however, that the initial terms of two Trustees (the one appointed by the SPOA and one appointed by the City Manager) shall be three (3) years, in order to establish staggered terms. The initial terms of all appointed and elected Trustees may vary from the two year period due to the selection process. Thereafter, terms generally shall begin on July 1.

Individuals who are Trustees by virtue of their position with the City, i.e., the City HR Director and the City CFO, shall remain Trustees for the duration of their employment in such positions and are not subject to the two (2) year term limit.”

This Amendment shall be effective on the day after approval by both the City of Stockton City Council and the Board of Directors of the Stockton Police Officers Association, pursuant to the procedures set forth in Article XII of the Trust Agreement.

For the CITY OF STOCKTON



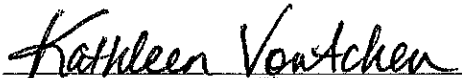
City Manager: Bob Deis

For the STOCKTON POLICE  
OFFICERS ASSOCIATION



SPOA Director (print name):

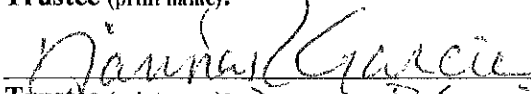
Acknowledged by the BOARD OF TRUSTEES of the  
STOCKTON REGIONAL RETIREE MEDICAL TRUST



Trustee (print name):

9/1/4/10

Date

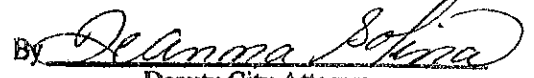


Trustee (print name): Dianna R Garcia

9-2-10

Date

APPROVED AS TO FORM AND CONTENT



By Deputy City Attorney

**AMENDMENT NO. 2**  
**to the**  
**TRUST AGREEMENT GOVERNING THE**  
**STOCKTON REGIONAL RETIREE MEDICAL TRUST**

The City of Stockton City Council and the Board of Directors of the Stockton Police Officers Association does hereby amend Section 3.5 of the Trust Agreement Governing the Stockton Regional Retiree Medical Trust effective July \_\_\_\_\_, 2014, in its entirety to read as follows:

**Section 3.5 Qualification To Be Trustee**

A person elected as a Trust may be an active or former member of a participating labor organization; provided, however, that there shall be no more than two retirees from the participating labor organizations on the Board, who is or may become eligible as a Beneficiary from this Trust.

This Amendment shall be effective on the day after approval by both the City of Stockton City Council and the Board of Directors of the Stockton Police Officers Association, pursuant to the procedures set forth the Article XII of the Trust Agreement.

**For the City of Stockton**

**For the Stockton Police Officers  
Association**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Acknowledged by the Board of Trustees  
of the Stockton Regional Retiree Medical  
Trust**

Approved as to Form and Content

Trustee: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy City Attorney

Trustee: \_\_\_\_\_



## STOCKTON REGIONAL RETIREE MEDICAL TRUST

July 17, 2014

Honorable Mayor Anthony Silva  
Stockton City Councilmembers

Re: Trust Agreement Amendment No. 2  
Stockton Regional Retiree Medical Trust

Dear Stockton City Council:

This letter is written by the Board of Trustees of the Stockton Regional Retiree Medical Trust (the "Board" or "Trustees") to request an amendment to the trust agreement governing the Stockton Regional Retiree Medical Trust (the "Trust"). We note that Section 12.1 of the trust agreement gives the City of Stockton City Council and the Board of Directors of Stockton Police Officers Association the authority to amend the trust agreement.

Currently, the trust agreement limits participation on the Board to just one retiree representative of a participating labor organization. Because one of the Trustees, who is an active member of a participating labor organization, intends to retire soon, the Board requests that the trust agreement be amended to permit more than one retiree representative of a participating labor organization to serve as a Board Trustee (currently, there are four representatives of a participating labor organization serving on the Board, three are active employees and one is a retiree). The Board believes that the continued participation of this soon-to-retire Trustee is critical to the administration of the Trust. Please review the attached amendment. If you approve the amendment, please sign and then send two copies of the amendment to the Trust's administrative office, Delta Fund Administrators, c/o Jeff Cox, P.O. Box 2330, Stockton, California 95201. We are sending a similarly request to the Board of Directors of the Stockton Police Officers Association.

The proposed amendment is as follows (the original language with the language we request be deleted):

3.5 Qualification To Be Trustee

A person elected as a Trustee may be an active or former member of a participating labor organization; provided however, that there shall be no more than ~~one retiree~~ two retirees from the participating labor organizations on the Board, who is are or may become eligible as a Beneficiary from this Trust.

If you have any questions, please let us know.

Sincerely,



Teresia Zadroga-Haase

Trustee, Stockton Regional Retiree Medical Trust

Enclosure

## STOCKTON REGIONAL RETIREE MEDICAL TRUST

July 17, 2014

Honorable Mayor Anthony Silva  
Stockton City Councilmembers

Re: Trust Agreement Amendment No. 2  
Stockton Regional Retiree Medical Trust

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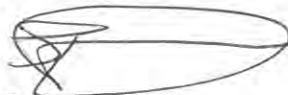
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If you have any questions, please let us know.

Sincerely,



Greg Spears  
Trustee, Stockton Regional Retiree Medical Trust

Enclosure



**REFUNDING OF THE CITY OF STOCKTON, LIMITED OBLIGATION IMPROVEMENT BONDS MOSHER ASSESSMENT DISTRICT 2003-02 THROUGH THE ISSUANCE OF AN ESTIMATED \$13,455,000 (NOT TO EXCEED \$14,160,000) STOCKTON PUBLIC FINANCING AUTHORITY, LIMITED OBLIGATION REVENUE BONDS (MOSHER REASSESSMENT DISTRICT NO. 2014-1) SERIES 2014**

**RECOMMENDATION**

Adopt two resolutions of the Stockton City Council and one resolution for the Stockton Public Financing Authority ("SPFA") taking all necessary actions and approving all documents in connection with the refunding program for the Mosher District ("the District") as set forth below authorizing the issuance and sale of the Stockton Public Financing Authority ("Issuer"), Limited Obligation Revenue Bonds (Mosher Reassessment District No. 2014-1) Series 2014 (the "Revenue Bonds") in the estimated amount of \$13,455,000 (not to exceed \$14,160,000), and approve use of the proceeds of the Revenue Bonds to purchase an estimated \$13,455,000 (not to exceed \$14,160,000) amount of Limited Obligation Improvement Bonds, Mosher Reassessment District No. 2014-1 (the "Local Obligation Bonds") issued by the City of Stockton to refund the Limited Obligation Improvement Bonds, Mosher Assessment District 2003-02 (the "Prior Bonds").

**Department:** Administrative Services

**Attachments:** Attachment A - Financing Structure

**Attachment B - Savings Split**

**Attachment C - Sources and Uses of Funds**

**Attachment D - Costs of Issuance**

**Attachment E - Reassessment Report Mosher District Series 2014**

**Proposed Resolution 1 Council - Approving Reassessment Report**

**Exhibit 1 to Resolution 1 - Reassessment Report**

**Proposed Resolution 2 Council - Bond Resolution**

**Exhibit 1 to Resolution 2 - Preliminary Official Statement**

**Exhibit 2 to Resolution 2 - Local ObligationPurchase Contract**

**Exhibit 3 to Resolution 2 - Bond Purchase Contract**

**Exhibit 4 to Resolution 2 - Continuing Disclosure Agreement**

**Exhibit 5 to Resolution 2 - Escrow Agreement**

**Proposed Resolution 3 Public Finance Authority - Limited Obligation Revenue Bonds**

**Exhibit 1 to Resolution 3 - Preliminary Official Statement**

**Exhibit 2 to Resolution 3 - Local ObligationPurchase Contract**

**Exhibit 3 to Resolution 3 - Bond Purchase Contract**

**Exhibit 4 to Resolution 3 - Continuing Disclosure Agreement**

**Exhibit 5 to Resolution 3 - Trust Agreement**



# City of Stockton

## Legislation Text

File #: 14-0774, Version: 1

REFUNDING OF THE CITY OF STOCKTON, LIMITED OBLIGATION IMPROVEMENT BONDS MOSHER ASSESSMENT DISTRICT 2003-02 THROUGH THE ISSUANCE OF AN ESTIMATED \$13,455,000 (NOT TO EXCEED \$14,160,000) STOCKTON PUBLIC FINANCING AUTHORITY, LIMITED OBLIGATION REVENUE BONDS (MOSHER REASSESSMENT DISTRICT NO. 2014-1) SERIES 2014

### RECOMMENDATION

Adopt two resolutions of the Stockton City Council and one resolution for the Stockton Public Financing Authority ("SPFA") taking all necessary actions and approving all documents in connection with the refunding program for the Mosher District ("the District") as set forth below authorizing the issuance and sale of the Stockton Public Financing Authority ("Issuer"), Limited Obligation Revenue Bonds (Mosher Reassessment District No. 2014-1) Series 2014 (the "Revenue Bonds") in the estimated amount of \$13,455,000 (not to exceed \$14,160,000), and approve use of the proceeds of the Revenue Bonds to purchase an estimated \$13,455,000 (not to exceed \$14,160,000) amount of Limited Obligation Improvement Bonds, Mosher Reassessment District No. 2014-1 (the "Local Obligation Bonds") issued by the City of Stockton to refund the Limited Obligation Improvement Bonds, Mosher Assessment District 2003-02 (the "Prior Bonds").

#### *Resolution of the City of Stockton:*

1. Approving and confirming the report on the levy of reassessments and the refunding of its 1915 Act Limited Obligation Improvement Bonds (the "Reassessment Report").
2. Declaring its intention to levy reassessments and to issue refunding bonds upon the security thereof and approving the sale of the City of Stockton Limited Obligation Refunding Bonds, Mosher Reassessment District No. 2014-1 in the estimated amount of \$13,455,000 (not to exceed \$14,160,000) with a net present value savings of not less than 3.00% and a final maturity date not later than September 2, 2033 and approving all related documents and taking all necessary actions including:
  - Approving the Local Obligation Purchase Contract
  - Approving the Preliminary Official Statement
  - Approving the Bond Purchase Contract
  - Approving the Continuing Disclosure Agreement
  - Approving the Escrow Agreement
  - Appointing Del Rio Advisors, LLC as Financial Advisor, Orrick, Herrington & Sutcliffe, LLP as Bond and Disclosure Counsel and RBC Capital Markets, Inc. as Underwriter
  - Authorizing the City Manager, City Attorney, Chief Financial Officer, City Clerk and other appropriate officers of the City to take such other actions, including establishment of budget, as are appropriate to carry out the intent of this Resolution

*Resolution of the Stockton Public Financing Authority (SPFA):*

Authorizing the issuance, sale and delivery of an estimated \$13,455,000 (not to exceed \$14,160,000) principal amount of Stockton Public Financing Authority, Limited Obligation Revenue Bonds (Mosher Reassessment District No. 2014-1), Series 2014 and approving all related documents and taking all necessary actions including:

- Approving the Trust Agreement
- Approving the Preliminary Official Statement and authorizing changes thereto and execution and delivery of an Official Statement to be derived therefrom
- Approving a Local Obligation Purchase Contract
- Approving a Continuing Disclosure Agreement
- Approving a Bond Purchase Contract
- Appointing Del Rio Advisors, LLC as Financial Advisor, Orrick, Herrington & Sutcliffe, LLP as Bond and Disclosure Counsel and RBC Capital Markets, Inc. as Underwriter
- Authorizing the Chairperson, Vice-Chairperson, any other members of the Board of Directors and, Executive Director, Treasurer, Secretary and other appropriate officers of the Authority to take such other actions as are appropriate to carry out the intent of this Resolution

SUMMARY

The City Council established the Mosher Assessment District ("District") in June 2003 to provide funding necessary for public infrastructure improvements within the District. In September 2003, the City sold Limited Obligation Bonds in the amount of \$18,185,000 to construct and acquire those improvements. Approval of the resolutions authorize:

- The refunding (refinancing) of the Prior Bonds of the District through the issuance of Limited Obligation Improvement Bonds, Mosher Reassessment District No. 2014-1 (the "Local Obligation Bonds") in the approximate amount of \$13,455,000 (not to exceed \$14,160,000),
- The concurrent issuance by the SPFA and the public offering of the Limited Obligation Revenue Bonds (Mosher Reassessment District No. 2014-1), Series 2014 (the "Revenue Bonds") also in the approximate amount of \$13,455,000 (not to exceed \$14,160,000),
- The purchase of the Local Obligation Bonds by the SPFA from the City using the proceeds from the issuance and offering of the Revenue Bonds,
- Establish an Escrow Agreement between the City and Wells Fargo Bank to hold money from the sale of the Local Obligations Bonds to the SPFA and invest in securities sufficient to redeem all the Prior Bonds ,
- Establish the pledge and security for the Local Obligation Bonds as the reassessments on the properties within the Mosher Reassessment District No. 2003-02, and
- Establish the pledge and security for the Revenue Bonds as the debt service on the Local Obligation Bonds and all funds held under the Trust Agreement (primarily the reserve fund).

As more fully described in "Present Situation" by completing the issuance of the Revenue Bonds in a public offering at interest rates lower than the Local Obligation Bonds issued by the City to refund the higher rate Prior Bonds, the District will be able to reduce its total property assessments by

approximately \$252,891 per year. The average per parcel assessment prior to the refunding was \$980 per year and the average per parcel reassessment after the refunding will be approximately \$797 per year. This equates to reduced assessments in the amount of \$183 per year or an annual reduction of 18.66% on average, depending on the property. The refunding transaction will also provide the City, through the SPFA, a projected average amount of annual cash flow available to fund capital projects currently estimated at \$102,600 per year for the term of the bonds. We anticipate these savings will be programmed as part of the City's overall 5-Year Capital Improvement Program to provide funding for needed but unfunded capital projects. These projects may be within or outside of the District.

The schedule to complete the transaction once approved by the City Council and SPFA is as follows:

Timeline	
Upon Approval	Issue Preliminary Official Statement
July 30	Notice Prior Bond holders of the September 2 redemption of the Prior Bonds
Week of August 11	Sale of SPFA Revenue Bonds
Week of August 25	Close the Transaction
September 2	Redemption of the Prior Bonds

This report provides a discussion of the bond transactions and incorporates the following attachments:

- Attachment A - Flowchart of Financing Structure
- Attachment B - Gross Savings, Debt Service Coverage from the Local Obligation Bonds and the split of savings between Property Owners and the amounts available for Capital Projects
- Attachment C - Sources and Uses of Funds (Estimated)
- Attachment D - Costs of Issuance (Estimated)
- Attachment E - Reassessment Report Prepared by Wildan

## DISCUSSION

### Background

The City Council established the Mosher Assessment District ("District") in June 2003 to provide funding necessary for public infrastructure improvements within the District. In September 2003, the City sold bonds in the amount of \$18,185,000 to finance the construction and acquisition of certain public improvements of benefit to the District, fund a reserve fund for the Bonds, fund capitalized interest on the Bonds and pay the costs of issuing the Bonds.

The District is comprised of contiguous and non-contiguous land partitioned into three areas designated as Areas, A, B and C located in the northeastern portion of the City. Area A straddles Holman Road and is bordered by Mosher Slough to the South and the Union Pacific Railroad to the West. Area B, the southernmost portion of the District, lies between Holman Road to the West and

State Highway 99 Frontage Road to the East. Marantha Drive, existing in a north/south direction, and Inspiration Drive, existing in an East/West direction, intersects and divides Area B into four similarly sized quadrants. Area C, adjacent to Area B to the south, straddles Morada Lane and is bordered by State Highway 99 Frontage Road to the east (Attachment E, Page 74 District Boundary Map).

The District is approximately 341 acres with 1,372 single family homes, 15 acres of commercial and 22 acres of multifamily residential (1,383 total parcels). The District is 100% developed (91% developed residential, 8% developed commercial with the remainder governmental). The District has a low delinquency rate of 0.87% and an estimated assessed value-to-lien ratio of 22.83:1. The delinquency rate is defined as the percentage of the total annual assessments billed to all property owners within the District that have not been paid. A low delinquency rate of less than 1.00% is seen as a credit positive for rating agencies, bond insurers and to potential investors. The value-to-lien ratio is the assessed value of all property within the District as compared to the amount of bonds outstanding.

The District assessments have been collected normally and used to pay debt service as required. All collections to date have been sufficient to pay the debt service in the District. The District is not subject to the City's bankruptcy proceedings as there is a separation (ie. "firewall") between the City's General Fund and other special funds of the City including the collections for land-secured assessment districts.

For the District, the underlying properties responsible for paying the assessments are valued at 22.83 times the par value of the outstanding bonds in the District. In the event of defaults, properties can be foreclosed on to satisfy the lien to bondholders. An assessed value-to-lien ratio of 3:1 served as the minimum standard ratio required for land-secured financings in California prior to the Great Recession. However, with the drastic declines in property values from 2008 to 2011 this ratio has been more commonly raised to a minimum of 5:1. The higher the ratio, the more value bondholders have as security for the bonds and the better perception of the credit by the rating agency, potential bond insurers and ultimately the bondholders. Generally, the higher the value-to-lien ratio, the lower the interest rates provided by prospective purchasers of the bonds.

### Present Situation

City staff with Del Rio Advisors, LLC, the City's Financial Advisor, evaluated its portfolio of outstanding bonds and identified this District as having excellent potential for a refunding. The opportunity to pursue this refunding was found to be a viable option based on the market conditions as described below. In addition, all planned improvements to be financed with the original bonds have been completed and the remaining \$1.35 million in unused project funds in the District from the 2003 bonds can now be used toward reducing assessments to the property owners.

In recent months, the supply of municipal bond offerings has declined significantly. This lack of supply is attributable to two factors: first, the volume in the last couple of years has been driven mainly by the refunding of existing debt and many of those transactions have now been completed. Second, most municipal budgets are squeezed financially and there is really no development activity which drives the demand to debt finance new public infrastructure projects. These factors have combined to drive the supply of municipal bonds downward by over 25% through the first half of 2014. On the other hand, there are investors with available funds to invest that are seeking tax-free municipal bonds to hold in their portfolios.



Because of the market shortage the appetite is high for stable land-secured borrowing. The market imbalance of low supply and high demand means that investors are also competing for every new issuance and are therefore willing to accept lower yields in order to own the bonds. These market conditions have coalesced to make a refunding of the District's Prior Bonds at lower rates a viable option for the City and the marketability of the bonds positive.

In the current low interest rate environment, most jurisdictions have already pursued refinancing of existing debt in order to lower interest rates and generate annual savings through reduced annual payments. The City staff has been unable to take advantage of these lower rates in past two years as the workload has been dominated by getting our "Fiscal House in Order" and completing our chapter 9 bankruptcy efforts. As the City is emerging from bankruptcy and while market rates are still low, we are evaluating any available opportunities to provide additional savings to the City and property owners including those funds that are outside of the City's bankruptcy. Property owners within the land-secured districts should benefit from the lower interest rate environment and realize savings from a refunding no different than refinancing their own mortgage.

Last month the City received a rating of BBB+ from S&P on the Revenue Bonds. This investment grade rating means the Revenue Bonds should be received favorably by the market.

#### Structure of the Refunding

Attachment A-Financing Structure, shows a graphical presentation of the basic structure of the financing as described below.

The proposed refunding will be accomplished through the concurrent issuance of two bonds - Local Obligation Bonds issued by the City (secured solely from the reassessment on properties in the District) and Revenue Bonds issued to the public by the Stockton Public Financing Authority. The proceeds from the sale of the City issued Local Obligation Bonds to the SPFA will be used to refund the Prior Bonds.

#### *Local Obligation Bonds Issued by the City*

Local Obligation Bonds are being issued pursuant to provision of the Refunding Act of 1984 for 1915 Improvement Act Bonds (Division 11.5 of the California Streets and Highways Code). The Limited Obligation Improvement Bonds, Mosher Reassessment District No. 2014-1 (the "Local Obligation Bonds") will be issued by the City under a reassessment district and its sale is restricted to only the Stockton Public Financing Authority. The proceeds from the sale of the Local Obligation Bonds by the City to the Stockton Public Financing Authority will be placed in escrow and used to pay off (redeem) the higher rate Prior Bonds of the District. These Limited Obligation Bonds cannot be sold in the public markets and therefore do not have marketability outside of this transaction.

The table below shows the information related to the Prior Bonds issued in 2003 by the City for the District that will be refunded:

Original Principal	Remaining Principal (a)	Interest Rates	Final Maturity	Call Date / Premium
\$18,185,000	\$15,225,000	5.50%-6.30%	9/2/2033	9/2/14 @ 100%



Annual debt service on the Local Obligation Bonds are paid from and secured by revenues received by the City of Stockton consisting primarily of payments of reassessments on the property owner's tax bill. Though issued by the City on behalf of the District, there is no obligation of the City, the City's General Fund, or any other fund of the City except the District for the debt service payments. The Local Obligation Bonds, acquired by the SPFA, are paid from property owner reassessments that appear on the property owner's tax bills based on a not to exceed amount established in a Reassessment Report (Attachment E).

#### *Public Offering of Revenue Bonds by the Stockton Public Financing Authority*

The Stockton Public Financing Authority will concurrently issue and offer for public sale the proposed Limited Obligation Revenue Bonds (Mosher Reassessment District No. 2014-1), Series 2014 (the "Revenue Bonds"). The proceeds from that sale will be used by the SPFA to purchase a Local Obligation Bonds issued by the City. .

The annual debt service payments on the Local Obligation Bonds will be paid to the SPFA in order for the SPFA to pay the annual required debt service on the Revenue Bonds as well as provide coverage to enhance the credit rating of the bonds. The annual debt service payments from the Local Obligation Bonds exceeds the debt service of the Revenue Bonds by an average of \$102,600 per year and provides annual coverage of approximately 1.10x (110%) of the debt service due each year on the Revenue Bonds. This annual coverage is needed to help secure an investment grade rating that provides for a lower interest rate on the Revenue Bonds and enhances overall savings to the property owners. Without the coverage, it is unlikely the Revenue Bonds would achieve an investment grade rating and the property owners would realize much lower savings sold as a non-rated transaction.

***The Revenue Bonds and the Local Obligation Bonds do not constitute a debt, liability or obligation of the City, its General Fund, or any of the City's other funds except from the funds in the District***

#### Debt Service and Projected Savings

##### *Overall Refunding Program Savings*

The table below shows the information related to the entire refunding program assuming both property owner tax savings and SPFA savings (assuming market interest rates as of June 18, 2014):

Proposed Yields	Total Savings	Average Annual Savings	Net Present Value Savings	Net Present Value % (Refunded)
0.75% - 4.56%	\$6,754,327	\$355,491 <sup>(a)</sup>	\$2,611,534	17.15% <sup>(b)</sup>

a) Average Annual Savings From 2015 to 2033

b) Refunding transactions that generate net present value savings in excess of 3.00% are considered worthwhile to pursue as an industry practice.

In order to enhance the credit quality of the bonds and obtain an investment grade rating, the Local Obligation Bonds will have slightly higher interest rates than the Revenue Bonds but will still be much lower than the interest rates on the Prior Bonds. The higher interest rates on the Local Obligation Bonds will create a net positive cash flow from the Local Obligation Bonds to the Revenue Bonds and provide coverage in excess of the debt service to be paid on the Revenue Bonds. There is an allowable 1.00% (100 basis points) spread in interest rates between the debt service on the Local Obligation Bonds (paid by property owners as reassessments on the property tax bill) and the Revenue Bonds (paid by the cash flow from the Local Obligation Bonds). This spread generates coverage to help the Revenue Bonds obtain an investment grade rating of BBB+. Without the coverage, it is unlikely the Revenue Bonds would achieve an investment grade rating and the property owners would realize much lower savings sold as a non-rated transaction.

### *Property Owner Savings*

Proposed Yields	Total Savings	Average Annual Savings	Net Present Value Savings	Net Present Value % (Refunded)
2.40% - 5.525%	\$4,804,935	\$252,891 <sup>(a)</sup>	\$1,169,406	7.68% <sup>(b)</sup>

a) Average Annual Savings From 2015 to 2033

b) Refunding transactions that generate net present value savings in excess of 3.00% are considered worthwhile to pursue as an industry practice.

### *SPFA Cash Flow and Coverage*

Proposed Yields	Total Savings	Average Annual Savings (Coverage)
0.75% - 4.56%	\$1,949,392	102,600 <sup>(a)</sup>

a) Average Annual Savings From 2015 to 2033

Of the approximate \$355,491, \$252,891 per year will be directly available to property owners as reduced assessments on their property tax bill and the balance of \$102,600 will provide the annual coverage of approximately 1.10x (110%) each year.

After annual debt service on the Revenue Bonds is paid in full by the SPFA on September 2 each year, the approximate \$102,600 representing the coverage each year is available to the City to fund capital projects. The dollars freed up for capital projects can be used for any capital project within the City and will help supplement needed but unfunded projects. These savings as they become available will be evaluated each year and programmed as part of the City's overall 5-Year Capital Improvement Program. The allowable 1.00% (100 basis points) spread in interest rates between the debt service on the Local Obligation Bonds (paid by property owners as reassessments on the property tax bill) and the Revenue Bonds (paid by the cash flow from the Local Obligation Bonds) provides the annual debt service coverage needed on the Revenue Bonds with any additional savings available to put towards these capital project needs.

The table in Attachment B shows the calculation of the following information:

- Projected Gross Savings
- Debt Service Coverage from the Local Obligations
- Projected Split of savings between the SPFA and Property Owners

The finance team has secured a rating on the Revenue Bonds of BBB+ from Standard & Poor's. The finance team is also pursuing bond insurance from Build America Mutual ("BAM") a relative newcomer to the insurer market, Assured Guaranty Municipal ("AGM") and National Public Finance Guarantee ("NPFG"). If the finance team is successful in securing bond insurance prior to offering the Revenue Bonds for final sale, the overall net present value savings could be substantially higher. Again, because of the allowable 1.00% (100 basis points) spread in interest rates between the debt service on the Local Obligation Bonds (paid by property owners as reassessments on the property tax bill) and the Revenue Bonds (paid by the cash flow from the Local Obligation Bonds) most of the enhanced savings are able to flow directly to the property owners.

### Legal Authority and Procedures

The refunding of the Limited Obligation Improvement Bonds, Mosher Assessment District 2003-02 is authorized pursuant to the provisions of the Refunding Act of 1984 for 1915 Act Improvement Bonds. In order to meet the requirements of the Act, the City must prepare a Reassessment Report showing no increase in the par amount of bonds and savings each and every year. The Reassessment Report creates the lien on the property equal to the par amount of Local Obligation Bonds issued. A copy of the Reassessment Report has been included as Attachment E. The reassessments are paid on the property tax bill and are 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 judicial foreclosure and the amount of lien on the property associated with the reassessment can be paid from proceeds of any foreclosure action. This provides security to the bondholders and is why the value-to-lien ratio is so critical to prospective investors in the bonds.

### Finance Team

The financing team includes:

- City Staff
- Orrick, Herrington & Sutcliffe LLP as Bond and Disclosure Counsel (Authorized as a member of the Bond Counsel Pool (Reso. No. 04-0120))
- RBC Capital Markets, as the Underwriter (Authorized as a member of the Underwriter Pool (Reso. No. 10-0264))
- Del Rio Advisors, LLC, on contract as Interim Debt Manager/Financial Advisor for the City (Authorized as a member of the Financial Advisor Pool (Reso. No. 06-0567))
- Wells Fargo Bank National Association as Trustee/Fiscal Agent
- Willdan Financial Services as Reassessment Engineer/District Administrator

## FINANCIAL SUMMARY

Attachment C- Sources and Uses of Funds for the Revenue Bonds, reports the projected sources of funds which includes proceeds from the public offering of the Revenue Bonds and the sources of any funds from the Prior Bonds and projected uses such as the costs to payoff (redeem) the Prior Bonds, the required costs to fund the reserve fund and the costs of issuing both the Revenue and Local Obligation Bonds. The Local Obligation Bonds are issued in the same principal amount as the Revenue Bonds and therefore track the same sources and uses of proceeds to issue the Local Obligation Bonds.

Attachment D - Estimated Costs of Issuance of the Bonds shows the detailed estimated budget for the costs of issuing the Revenue Bonds. There are no additional costs, besides those listed, to issue the Revenue Bonds or the Local Obligation Bonds. The total combined costs of both bond issuances is estimated at \$448,238.17 and includes legal fees for bond counsel, disclosure counsel to prepare the preliminary and final official statement, financial advisor, rating fee, City administrative fees, the underwriter's discount and certain other regulatory fees and fees of other professionals involved in the transaction. Although there are two bond issuances, the estimated costs and fees are commensurate with a single bond issue as the Local Obligation Bond is not marketed publicly.

### *Administrative Fees*

The City's Land-Secured Debt Policy allows the City to collect an administrative fee at closing based upon the following formula: three-quarters of one-percent (.75%) up to the first \$5 million of the par amount of the bond issue; one-half of one-percent (.50%) of the par amount of the bond issue over \$5 million up to \$10 million; one-quarter of one-percent (.25%) of the par amount of the bond issue over \$10 million. The City's administrative fee for this issuance will vary depending on the final principal amount of bonds issued but is estimated to range between \$65,000 and \$75,000. The estimated administrative fee amount is included in Attachment D - Estimated Costs of Issuance of the Bonds. The City's administrative fee from this transaction will be used to reimburse the costs and internal staff time associated with bringing the proposed refunding to market and to the City Council and Authority for consideration and authorization.

In addition to the administrative fee, the City will also be reimbursed, via the costs of issuance, for the hourly costs of Del Rio Advisors, LLC acting as the Interim Debt Manager/Financial Advisor for the City on this transaction. The fee for Del Rio Advisors, LLC is estimated to be \$25,000. This fee amount is included in Attachment D - Estimated Costs of Issuance of the Bonds. The fee for Financial Advisor is a normal item in the costs of issuance. However, in this case instead of being a contingent fee paid at closing to the consultant, as is normal industry practice, to instead reimbursing the City for the time and effort under the hourly contract acting as the Interim Debt Manager/Financial Advisor for the City.

On an annual basis, funding is provided by the District, via the annual assessments, to pay for all ongoing administrative costs. These costs include, but are not limited to, fees of the district administrator, costs of annual continuing disclosure, fees of the trustee, fees of the investment manager and the cost of City debt management.

*Property Owner Savings*

The property owners in the District will receive an estimated annual reduction in total assessments of approximately \$252,891 per year. The average per parcel assessment prior to the refunding was \$980 per year and the average per parcel reassessment after the refunding will be approximately \$797 per year. This equates to reduced assessments in the amount of \$183 per year or an annual reduction of 18.66%.

Attachment A - Financing Structure

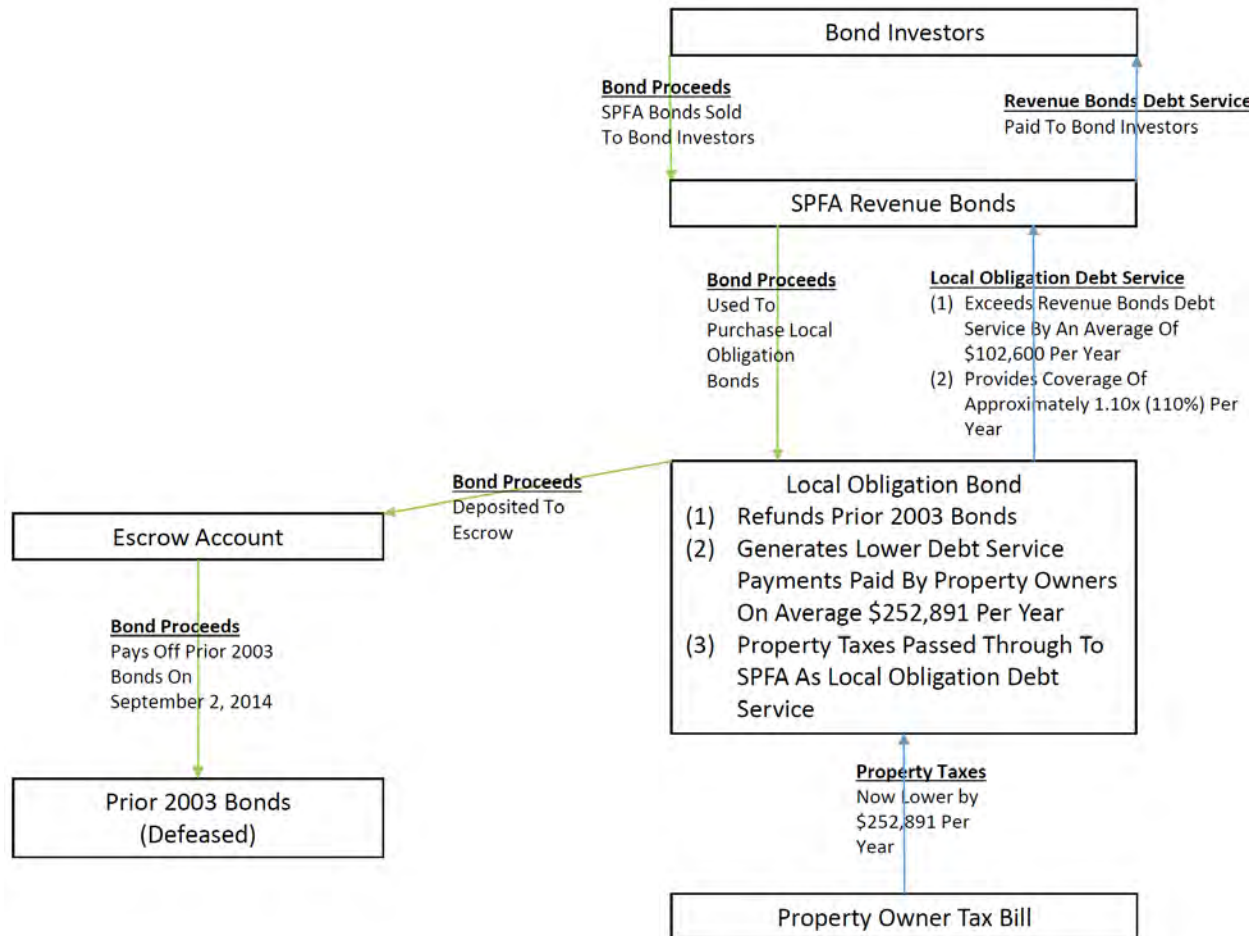
Attachment B - Gross Savings, Debt Service Coverage from the Local Obligation Bonds and the split of savings between Property Owners and the amounts available for Capital Projects

Attachment C - Sources and Uses of Funds (Estimated)

Attachment D - Costs of Issuance (Estimated)

Attachment E - Reassessment Report

## Attachment A-Financing Structure





Attachment B - Gross Savings, Debt Service Coverage From The Local Obligation Bonds And The Split Of Savings Between Property Owners And Amounts Available For Capital Projects

Year Ending (Sep 2)	Prior Bonds Debt Service	Revenue Bonds Debt Service	Gross Savings	Local Obligations Debt Service	Coverage from Local Obligations	Transfer to Authority Capital Projects Fund	Property Owner Savings
2015	1,354,660	1,003,851	350,809	1,099,728	1.10	95,876	254,933
2016	1,355,300	996,976	358,324	1,103,088	1.11	106,111	252,213
2017	1,354,080	999,601	354,479	1,101,088	1.10	101,486	252,993
2018	1,355,950	1,001,889	354,061	1,103,578	1.10	101,689	252,373
2019	1,355,565	998,839	356,726	1,105,388	1.11	106,549	250,178
2020	1,356,775	1,000,564	356,211	1,106,518	1.11	105,954	250,258
2021	1,355,815	1,000,439	355,376	1,105,530	1.11	105,091	250,285
2022	1,352,685	998,389	354,296	1,097,325	1.10	98,936	255,360
2023	1,352,385	994,339	358,046	1,097,010	1.10	102,671	255,375
2024	1,354,605	997,401	357,204	1,103,276	1.11	105,875	251,329
2025	1,353,300	998,776	354,524	1,102,121	1.10	103,345	251,179
2026	1,354,160	998,401	355,759	1,103,696	1.11	105,295	250,464
2027	1,356,870	1,001,214	355,656	1,102,681	1.10	101,468	254,189
2028	1,356,115	1,001,958	354,158	1,103,989	1.10	102,031	252,126
2029	1,356,895	1,000,950	355,945	1,102,679	1.10	101,729	254,216
2030	1,353,895	998,350	355,545	1,098,904	1.10	100,554	254,991
2031	1,357,115	1,003,494	353,621	1,101,956	1.10	98,463	255,159
2032	1,355,925	1,000,881	355,044	1,101,196	1.10	100,315	254,729
2033	1,355,325	996,781	358,544	1,102,736	1.11	105,955	252,589
<b>Total</b>	<b>\$25,747,420</b>	<b>\$18,993,093</b>	<b>\$6,754,327</b>	<b>\$20,942,485</b>		<b>\$1,949,392</b>	<b>\$4,804,935</b>

## Attachment C - Sources and Uses of Funds (Estimated)

Category	Sources of Funds	Category	Uses of Funds
Par Amount of Bonds	13,455,000.00	Refunding Escrow Deposit	15,695,967.28
Net Original Issue Discount	(201,283.60)	Reserve Fund	1,003,851.26
Prior Debt Service Fund	1,161,971.45	Costs of Issuance	<u>448,238.17</u>
Prior Project Fund	1,358,031.64	Total Uses of Funds	\$17,148,056.71
Prior Reserve Fund	<u>1,374,337.22</u>		
Total Sources of Funds	\$17,148,056.71		

## Attachment D - Costs of Issuance (Estimated)

Category	Amount
City Administration Fee	65,000.00
Bond Counsel	82,000.00
Financial Advisor	25,000.00
Reassessment Engineer	11,500.00
Underwriter's Counsel	20,000.00
Rating Fee	15,000.00
Contingency	7,000.00
Printing	5,000.00
Verification Report	5,000.00
CalMuni	3,000.00
Escrow Agent	3,000.00
Trustee	3,000.00
Rounding Adjustment	1,913.17
Underwriter's Discount	<u>201,825.00</u>
Total Sources of Funds	\$448,238.17



# City of Stockton

## Reassessment District No. 2003-02 Mosher Series 2014

### REASSESSMENT REPORT

April 2014

27368 Via Industria  
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**CITY OF STOCKTON**  
**Reassessment District No. 2003-02**

**REASSESSMENT REPORT**  
 Division 11.5, Streets & Highways Code of the State of California

<b><u>ITEM</u></b>	<b><u>PAGE NO</u></b>
Reassessment .....	1
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District Debt Service Schedules.....	6
Reassessment Roll .....	9
Comparison of the Auditor's Records for the Existing Bonds and the 2014 Refunding Bonds .....	45
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**CITY OF STOCKTON**  
**Reassessment District No. 2003-02**

**Reassessment**

**WHEREAS**, on June 25, 2013, the City Council of the City of Stockton, California, pursuant to the provisions of the Refunding Act of 1984 for 1915 Improvement Act Bonds (the "Act"), adopted its Resolution Declaring Its Intention to Levy Reassessments and to Issue Refunding Bonds upon the security thereof, and providing for the issuance of City of Stockton Public Financing Authority Reassessment District No. 2003-02, Mosher Series 2014 (the "Bonds"); prescribing the date and form of said Bonds and prescribing the redemption provisions therefor; authorizing the execution of said Bonds; providing for the collection of Reassessments to pay the principal of and interest on said Bonds; approving the sale of said Bonds (which establishes the maturities of and interest rates on said Bonds); and

**WHEREAS**, said Resolution directed the undersigned to make and file a report presenting a schedule setting forth the unpaid principal and interest of the prior bonds to be refunded and the total amounts thereof, the total estimated principal amount of the reassessment and of the refunding bonds and the maximum interest thereon, together with an estimate of the cost of the reassessment and of issuing the refunding bonds, the auditor's record showing the schedule of principal installments and interest on all unpaid original assessments and the total amounts thereof, the estimated amount of each reassessment, identified by reassessment number corresponding to the reassessment number of the reassessment diagram, together with a proposed auditor's record for the reassessment, and reassessment diagram showing the assessment district and the boundaries and dimensions of the subdivisions of land within the district. Each subdivision, including each separate condominium interest as defined in Section 783 of the Civil Code, shall be given a separate number upon the diagram to which Resolution reference is hereby made for further particulars;

**NOW THEREFORE**, the undersigned, by virtue of the power vested in me under the Act and the order of the Council of said City, hereby makes the following assessment to cover the portion of the estimated cost of said acquisitions, work and improvements and the costs and expenses incidental thereto to be paid by the assessment district.

The amount to be paid for said refunding, together with the expenses incidental thereto, and the reassessment balance are set forth herein.

And I do hereby reassess and apportion said portion of said total amount of the cost and expenses of said reassessment and refunding upon the several lots, pieces or parcels or portions of lots or subdivisions of land liable therefore and benefited thereby, and hereinafter numbered to correspond with the numbers upon the



attached diagram, upon each, severally and respectively, in accordance with the benefits to be received by such subdivisions, respectively, from the acquisitions and improvements, and more particularly set forth in the list hereto attached and by reference made a part hereof.

## **CITY OF STOCKTON Reassessment District No. 2003-02**

As required by the Act, a diagram is hereto attached showing the reassessment district and also the boundaries and dimensions of the respective subdivisions of land within said reassessment district as the same existed at the time of the passage of the Resolution of Intention, each of which subdivisions having been given a separate number upon said diagram.

Said reassessment is made upon the several subdivisions of land within said assessment district in proportion to the scheduled unpaid principal amount of the original assessment recorded as a lien against each said subdivision of land. Delinquent assessment installments are not included. The diagram and reassessment numbers appearing herein are the diagram numbers appearing on said diagram, to which reference is hereby made for a more particular description of said property.

Each subdivision of land reassessed is described in the reassessment list by reference to its parcel number as shown on the Assessor's Maps of the County of San Joaquin for the fiscal year 2014/15 and includes all of such parcels. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of said County.

Notice is hereby given that serial refunding bonds to represent unpaid reassessments and bearing interest at the rate of not to exceed twelve percent (12%) per annum, or such higher rate of interest as may be authorized by applicable law at the time of sale of such bonds, will be issued thereunder in the manner provided by Chapter 3 of Division 11.5 of the Streets and Highways Code, the Refunding Act of 1984 for 1915 Improvement Act Bonds, and the last installment of such refunding bonds shall mature on September 2, 2033.

Dated as of \_\_\_\_\_, 2014

Willdan Financial Services

By \_\_\_\_\_  
Mark Risco  
President and CEO

**CITY OF STOCKTON**  
**Reassessment District No. 2003-02**

**Cost Estimate**

In addition to the estimated costs of the refunding shown on the following pages, the annual levy of the reassessments will include amounts permitted pursuant to Sections 8682.1 and 8682 of the Improvement Bond Act of 1915, as set forth in Division 10 (commencing with Section 8500) of the California Streets and Highways Code, for payment of the City's expenses associated with the collection of the reassessments and payment of the annual costs associated with bond registration and other duties of the fiscal agent with respect to the refunding bonds.

## CITY OF STOCKTON

### Reassessment District No. 2003-02

### Sources and Uses of Funds

**Sources:**
**Bond Proceeds:**

Par Amount	\$14,160,000.00
Original Issue Discount	-752,320.80
	<u>\$13,407,679.20</u>

**Other Sources of Funds:**

Net May 2014 Transfer (Debt Svc Fund)	\$665,402.24
City Holdings (Debt Svc Fund)	496,569.21
City Holdings (Project Fund)	1,358,031.64
Trustee Holdings (DSRF)	1,374,337.22
	<u>\$3,894,340.31</u>

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\$17,302,019.51

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**Uses:**
**Refunding Escrow**
**Deposits:**

Cash Deposit	\$0.78
SLGS Purchases	15,695,945.00
	<u>\$15,695,945.78</u>

**Other Fund**
**Deposits:**

Debt Service Reserve Fund	\$1,147,300.00
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**Delivery Date Expenses:**

Cost of Issuance	\$244,500.00
Underwriter's Discount	212,400.00
	<u>\$456,900.00</u>

**Other Uses of**
**Funds:**

Additional Proceeds	\$1,873.73
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\$17,302,019.51

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**CITY OF STOCKTON**  
**Reassessment District No. 2003-02**

**District Debt Service Schedules**

**City of Stockton**  
**Reassessment District No. 2003-02**  
**Refunded Bonds' Debt Service Schedule**

Total Interest	\$11,408,662.50
Total Principal	15,225,000.00
<b>Total Debt Service</b>	<b>\$26,633,662.50</b>

Payment Due	Principal Due	Interest Rate	Interest Due	Semi-Annual Payment	Total Payment
September 2, 2014	\$415,000.00	5.500%	\$471,242.50	\$886,242.50	\$886,242.50
March 2, 2015			459,830.00	459,830.00	
September 2, 2015	435,000.00	5.600%	459,830.00	894,830.00	1,354,660.00
March 2, 2016			447,650.00	447,650.00	
September 2, 2016	460,000.00	5.700%	447,650.00	907,650.00	1,355,300.00
March 2, 2017			434,540.00	434,540.00	
September 2, 2017	485,000.00	5.800%	434,540.00	919,540.00	1,354,080.00
March 2, 2018			420,475.00	420,475.00	
September 2, 2018	515,000.00	5.900%	420,475.00	935,475.00	1,355,950.00
March 2, 2019			405,282.50	405,282.50	
September 2, 2019	545,000.00	6.200%	405,282.50	950,282.50	1,355,565.00
March 2, 2020			388,387.50	388,387.50	
September 2, 2020	580,000.00	6.200%	388,387.50	968,387.50	1,356,775.00
March 2, 2021			370,407.50	370,407.50	
September 2, 2021	615,000.00	6.200%	370,407.50	985,407.50	1,355,815.00
March 2, 2022			351,342.50	351,342.50	
September 2, 2022	650,000.00	6.200%	351,342.50	1,001,342.50	1,352,685.00
March 2, 2023			331,192.50	331,192.50	
September 2, 2023	690,000.00	6.200%	331,192.50	1,021,192.50	1,352,385.00
March 2, 2024			309,802.50	309,802.50	
September 2, 2024	735,000.00	6.300%	309,802.50	1,044,802.50	1,354,605.00
March 2, 2025			286,650.00	286,650.00	
September 2, 2025	780,000.00	6.300%	286,650.00	1,066,650.00	1,353,300.00
March 2, 2026			262,080.00	262,080.00	
September 2, 2026	830,000.00	6.300%	262,080.00	1,092,080.00	1,354,160.00
March 2, 2027			235,935.00	235,935.00	
September 2, 2027	885,000.00	6.300%	235,935.00	1,120,935.00	1,356,870.00
March 2, 2028			208,057.50	208,057.50	
September 2, 2028	940,000.00	6.300%	208,057.50	1,148,057.50	1,356,115.00
March 2, 2029			178,447.50	178,447.50	
September 2, 2029	1,000,000.00	6.300%	178,447.50	1,178,447.50	1,356,895.00
March 2, 2030			146,947.50	146,947.50	
September 2, 2030	1,060,000.00	6.300%	146,947.50	1,206,947.50	1,353,895.00
March 2, 2031			113,557.50	113,557.50	
September 2, 2031	1,130,000.00	6.300%	113,557.50	1,243,557.50	1,357,115.00
March 2, 2032			77,962.50	77,962.50	
September 2, 2032	1,200,000.00	6.300%	77,962.50	1,277,962.50	1,355,925.00
March 2, 2033			40,162.50	40,162.50	
September 2, 2033	1,275,000.00	6.300%	40,162.50	1,315,162.50	1,355,325.00
<b>Totals</b>	<b>\$15,225,000.00</b>		<b>\$11,408,662.50</b>	<b>\$26,633,662.50</b>	<b>\$26,633,662.50</b>



**City of Stockton**  
**Reassessment District No. 2003-02**  
**Refunding Bonds' Debt Service Schedule**

**Dated Date:** June 1, 2014  
**Issue Date:** June 1, 2014  
**First Maturity:** September 2, 2014  
**Last Maturity:** September 2, 2033  
**First Coupon:** September 2, 2014

Total Interest	\$7,747,028.33
Total Principal	14,160,000.00
<b>Total Debt Service</b>	<b>\$21,907,028.33</b>

Payment Due	Principal Due	Interest Rate	Interest Due	Semi-Annual Payment	Total Annual Payment
September 2, 2014	\$50,000.00	4.750%	\$125,178.33	\$175,178.33	\$175,178.33
March 2, 2015			335,112.50	335,112.50	
September 2, 2015	475,000.00	4.750%	335,112.50	810,112.50	1,145,225.00
March 2, 2016			323,831.25	323,831.25	
September 2, 2016	495,000.00	4.750%	323,831.25	818,831.25	1,142,662.50
March 2, 2017			312,075.00	312,075.00	
September 2, 2017	520,000.00	4.750%	312,075.00	832,075.00	1,144,150.00
March 2, 2018			299,725.00	299,725.00	
September 2, 2018	545,000.00	4.750%	299,725.00	844,725.00	1,144,450.00
March 2, 2019			286,781.25	286,781.25	
September 2, 2019	570,000.00	4.750%	286,781.25	856,781.25	1,143,562.50
March 2, 2020			273,243.75	273,243.75	
September 2, 2020	600,000.00	4.750%	273,243.75	873,243.75	1,146,487.50
March 2, 2021			258,993.75	258,993.75	
September 2, 2021	625,000.00	4.750%	258,993.75	883,993.75	1,142,987.50
March 2, 2022			244,150.00	244,150.00	
September 2, 2022	655,000.00	4.750%	244,150.00	899,150.00	1,143,300.00
March 2, 2023			228,593.75	228,593.75	
September 2, 2023	685,000.00	4.750%	228,593.75	913,593.75	1,142,187.50
March 2, 2024			212,325.00	212,325.00	
September 2, 2024	720,000.00	4.750%	212,325.00	932,325.00	1,144,650.00
March 2, 2025			195,225.00	195,225.00	
September 2, 2025	750,000.00	4.750%	195,225.00	945,225.00	1,140,450.00
March 2, 2026			177,412.50	177,412.50	
September 2, 2026	790,000.00	4.750%	177,412.50	967,412.50	1,144,825.00
March 2, 2027			158,650.00	158,650.00	
September 2, 2027	830,000.00	4.750%	158,650.00	988,650.00	1,147,300.00
March 2, 2028			138,937.50	138,937.50	
September 2, 2028	865,000.00	4.750%	138,937.50	1,003,937.50	1,142,875.00
March 2, 2029			118,393.75	118,393.75	
September 2, 2029	910,000.00	4.750%	118,393.75	1,028,393.75	1,146,787.50
March 2, 2030			96,781.25	96,781.25	
September 2, 2030	950,000.00	4.750%	96,781.25	1,046,781.25	1,143,562.50
March 2, 2031			74,218.75	74,218.75	
September 2, 2031	995,000.00	4.750%	74,218.75	1,069,218.75	1,143,437.50
March 2, 2032			50,587.50	50,587.50	
September 2, 2032	1,040,000.00	4.750%	50,587.50	1,090,587.50	1,141,175.00
March 2, 2033			25,887.50	25,887.50	
September 2, 2033	1,090,000.00	4.750%	25,887.50	1,115,887.50	1,141,775.00
<b>Totals</b>	<b>\$14,160,000.00</b>		<b>\$7,747,028.33</b>	<b>\$21,907,028.33</b>	<b>\$21,907,028.33</b>

**CITY OF STOCKTON**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
122-050-01-0000	1	\$7,420.41	
122-050-02-0000	2	7,420.41	
122-050-03-0000	3	7,420.41	
122-050-04-0000	4	7,420.41	
122-050-05-0000	5	7,420.41	
122-050-06-0000	6	7,420.41	
122-050-07-0000	7	7,420.41	
122-050-08-0000	8	7,420.41	
122-050-09-0000	9	7,420.41	
122-050-10-0000	10	7,420.41	
122-050-11-0000	11	7,420.41	
122-050-12-0000	12	7,420.41	
122-050-13-0000	13	7,420.41	
122-050-14-0000	14	7,420.41	
122-050-15-0000	15	7,420.41	
122-050-16-0000	16	7,420.41	
122-050-17-0000	17	7,420.41	
122-050-18-0000	18	7,420.41	
122-050-19-0000	19	7,420.41	
122-050-20-0000	20	7,420.41	
122-050-22-0000	21	7,420.41	
122-050-23-0000	22	7,420.41	
122-050-24-0000	23	7,420.41	
122-050-25-0000	24	7,420.41	
122-050-26-0000	25	7,420.41	
122-050-27-0000	26	7,420.41	
122-050-28-0000	27	7,420.41	
122-050-29-0000	28	7,420.41	
122-050-30-0000	29	7,420.41	
122-050-31-0000	30	7,420.41	
122-050-32-0000	31	7,420.41	
122-050-33-0000	32	7,420.41	
122-050-34-0000	33	7,420.41	
122-050-35-0000	34	7,420.41	
122-050-36-0000	35	7,420.41	
122-050-37-0000	36	7,420.41	
122-050-38-0000	37	7,420.41	
122-050-39-0000	38	7,420.41	
122-050-40-0000	39	7,420.41	
122-050-41-0000	40	7,420.41	

## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
122-050-42-0000	41	7,420.41	
122-050-43-0000	42	7,420.41	
122-050-44-0000	43	7,420.41	
122-050-45-0000	44	7,420.41	
122-050-46-0000	45	7,420.41	
122-050-47-0000	46	7,420.41	
122-050-48-0000	47	7,420.41	
122-050-49-0000	48	7,420.41	
122-050-50-0000	49	7,420.41	
122-050-51-0000	50	7,420.41	
122-050-52-0000	51	7,420.41	
122-050-53-0000	52	7,420.41	
122-050-54-0000	53	7,420.41	
122-050-55-0000	54	7,420.41	
122-050-56-0000	55	7,420.41	
122-050-57-0000	56	7,420.41	
122-050-58-0000	57	7,420.41	
122-060-01-0000	58	7,420.41	
122-060-02-0000	59	7,420.41	
122-060-03-0000	60	7,420.41	
122-060-04-0000	61	7,420.41	
122-060-05-0000	62	7,420.41	
122-060-06-0000	63	7,420.41	
122-060-07-0000	64	7,420.41	
122-060-08-0000	65	7,420.41	
122-060-09-0000	66	7,420.41	
122-060-10-0000	67	7,420.41	
122-060-11-0000	68	7,420.41	
122-060-12-0000	69	7,420.41	
122-060-13-0000	70	7,420.41	
122-060-14-0000	71	7,420.41	
122-060-15-0000	72	7,420.41	
122-060-16-0000	73	7,420.41	
122-060-17-0000	74	7,420.41	
122-060-18-0000	75	7,420.41	
122-060-19-0000	76	7,420.41	
122-060-20-0000	77	7,420.41	
122-060-21-0000	78	7,420.41	
122-060-22-0000	79	7,420.41	
122-060-23-0000	80	7,420.41	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
122-060-24-0000	81	7,420.41	
122-060-25-0000	82	7,420.41	
122-060-26-0000	83	7,420.41	
122-060-27-0000	84	7,420.41	
122-060-28-0000	85	7,420.41	
122-060-29-0000	86	7,420.41	
122-060-30-0000	87	7,420.41	
122-060-31-0000	88	7,420.41	
122-060-32-0000	89	7,420.41	
122-060-33-0000	90	7,420.41	
122-060-34-0000	91	7,420.41	
122-060-35-0000	92	7,420.41	
122-060-36-0000	93	7,420.41	
122-060-37-0000	94	7,420.41	
122-060-38-0000	95	7,420.41	
122-060-39-0000	96	7,420.41	
122-060-40-0000	97	7,420.41	
122-060-41-0000	98	7,420.41	
122-060-42-0000	99	7,420.41	
122-060-43-0000	100	7,420.41	
122-060-44-0000	101	7,420.41	
122-060-45-0000	102	7,420.41	
122-060-46-0000	103	7,420.41	
122-060-47-0000	104	7,420.41	
122-060-48-0000	105	7,420.41	
122-060-49-0000	106	7,420.41	
122-060-50-0000	107	7,420.41	
122-060-51-0000	108	7,420.41	
122-060-52-0000	109	7,420.41	
122-060-53-0000	110	7,420.41	
122-060-54-0000	111	7,420.41	
122-060-55-0000	112	7,420.41	
122-060-56-0000	113	7,420.41	
122-070-01-0000	114	7,383.86	
122-070-02-0000	115	7,383.86	
122-070-03-0000	116	7,383.86	
122-070-04-0000	117	7,383.86	
122-070-05-0000	118	7,383.86	
122-070-06-0000	119	7,383.86	
122-070-07-0000	120	7,383.86	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
122-070-08-0000	121	7,383.86	
122-070-10-0000	122	7,383.86	
122-070-11-0000	123	7,383.86	
122-070-12-0000	124	7,383.86	
122-070-13-0000	125	7,383.86	
122-070-14-0000	126	7,383.86	
122-070-15-0000	127	7,383.86	
122-070-16-0000	128	7,383.86	
122-070-17-0000	129	7,383.86	
122-070-18-0000	130	7,383.86	
122-070-19-0000	131	7,383.86	
122-070-20-0000	132	7,383.86	
122-070-21-0000	133	7,383.86	
122-070-22-0000	134	7,383.86	
122-070-23-0000	135	7,383.86	
122-070-24-0000	136	7,383.86	
122-070-25-0000	137	7,383.86	
122-070-26-0000	138	7,383.86	
122-070-27-0000	139	7,383.86	
122-070-28-0000	140	7,383.86	
122-070-29-0000	141	7,383.86	
122-070-30-0000	142	7,383.86	
122-070-31-0000	143	7,383.86	
122-070-32-0000	144	7,383.86	
122-070-33-0000	145	7,383.86	
122-070-34-0000	146	7,383.86	
122-070-35-0000	147	7,383.86	
122-070-36-0000	148	7,383.86	
122-070-37-0000	149	7,383.86	
122-070-38-0000	150	7,383.86	
122-070-39-0000	151	7,383.86	
122-070-41-0000	152	7,383.86	
122-070-42-0000	153	7,383.86	
122-070-43-0000	154	7,383.86	
122-070-44-0000	155	7,383.86	
122-070-45-0000	156	7,383.86	
122-070-46-0000	157	7,383.86	
122-070-47-0000	158	7,383.86	
122-070-48-0000	159	7,383.86	
122-070-49-0000	160	7,383.86	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
122-070-50-0000	161	7,383.86	
122-070-51-0000	162	7,383.86	
122-070-52-0000	163	7,383.86	
122-070-53-0000	164	7,383.86	
122-070-54-0000	165	7,383.86	
122-070-55-0000	166	7,383.86	
122-070-56-0000	167	7,383.86	
122-070-57-0000	168	7,383.86	
122-070-58-0000	169	7,383.86	
122-070-59-0000	170	7,383.86	
122-070-60-0000	171	7,383.86	
122-070-61-0000	172	7,383.86	
122-070-62-0000	173	7,383.86	
122-070-63-0000	174	7,383.86	
122-070-64-0000	175	7,383.86	
122-070-65-0000	176	7,383.86	
122-070-66-0000	177	7,383.86	
122-070-67-0000	178	7,383.86	
122-070-68-0000	179	7,383.86	
122-070-69-0000	180	7,383.86	
122-070-70-0000	181	7,383.86	
122-070-71-0000	182	7,383.86	
122-070-72-0000	183	7,383.86	
122-070-73-0000	184	7,383.86	
122-070-74-0000	185	7,383.86	
122-070-75-0000	186	7,383.86	
122-070-76-0000	187	7,383.86	
122-070-77-0000	188	7,383.86	
122-070-78-0000	189	7,383.86	
122-070-79-0000	190	7,383.86	
122-070-80-0000	191	7,383.86	
122-080-01-0000	192	6,779.41	
122-080-02-0000	193	6,779.41	
122-080-03-0000	194	6,779.41	
122-080-04-0000	195	6,779.41	
122-080-05-0000	196	6,779.41	
122-080-06-0000	197	6,779.41	
122-080-07-0000	198	6,779.41	
122-080-08-0000	199	6,779.41	
122-080-09-0000	200	6,779.41	



**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
122-080-10-0000	201	6,779.41	
122-080-11-0000	202	6,779.41	
122-080-12-0000	203	6,779.41	
122-080-13-0000	204	6,779.41	
122-080-14-0000	205	6,779.41	
122-080-15-0000	206	6,779.41	
122-080-16-0000	207	6,779.41	
122-080-17-0000	208	6,779.41	
122-080-18-0000	209	6,779.41	
122-080-19-0000	210	6,779.41	
122-080-20-0000	211	6,779.41	
122-080-21-0000	212	6,779.41	
122-080-22-0000	213	6,779.41	
122-080-23-0000	214	6,779.41	
122-080-24-0000	215	6,779.41	
122-080-25-0000	216	6,779.41	
122-080-26-0000	217	6,779.41	
122-080-27-0000	218	6,779.41	
122-080-28-0000	219	6,779.41	
122-080-29-0000	220	6,779.41	
122-080-30-0000	221	6,779.41	
122-080-31-0000	222	6,779.41	
122-080-32-0000	223	6,779.41	
122-080-33-0000	224	6,779.41	
122-080-34-0000	225	6,779.41	
122-080-35-0000	226	6,779.41	
122-080-36-0000	227	6,779.41	
122-080-37-0000	228	6,779.41	
122-080-38-0000	229	6,779.41	
122-080-39-0000	230	6,779.41	
122-080-40-0000	231	6,779.41	
122-080-41-0000	232	6,779.41	
122-080-42-0000	233	6,779.41	
122-080-43-0000	234	6,779.41	
122-080-44-0000	235	6,779.41	
122-080-45-0000	236	6,779.41	
122-080-46-0000	237	6,779.41	
122-080-47-0000	238	6,779.41	
122-080-48-0000	239	6,779.41	
122-090-01-0000	240	6,779.41	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
122-090-02-0000	241	6,779.41	
122-090-03-0000	242	6,779.41	
122-090-04-0000	243	6,779.41	
122-090-05-0000	244	6,779.41	
122-090-06-0000	245	6,779.41	
122-090-07-0000	246	6,779.41	
122-090-08-0000	247	6,779.41	
122-090-09-0000	248	6,779.41	
122-090-10-0000	249	6,779.41	
122-090-11-0000	250	6,779.41	
122-090-12-0000	251	6,779.41	
122-090-13-0000	252	6,779.41	
122-090-14-0000	253	6,779.41	
122-090-15-0000	254	6,779.41	
122-090-16-0000	255	6,779.41	
122-090-17-0000	256	6,779.41	
122-090-18-0000	257	6,779.41	
122-090-19-0000	258	6,779.41	
122-090-20-0000	259	6,779.41	
122-090-21-0000	260	6,779.41	
122-090-22-0000	261	6,779.41	
122-090-23-0000	262	6,779.41	
122-090-24-0000	263	6,779.41	
122-090-25-0000	264	6,779.41	
122-090-26-0000	265	6,779.41	
122-090-27-0000	266	6,779.41	
122-090-28-0000	267	6,779.41	
122-090-29-0000	268	6,779.41	
122-090-30-0000	269	6,779.41	
122-090-31-0000	270	6,779.41	
122-090-32-0000	271	6,779.41	
122-090-33-0000	272	79,136.45	
122-100-01-0000	273	7,282.15	
122-100-02-0000	274	7,282.15	
122-100-03-0000	275	7,282.15	
122-100-04-0000	276	7,282.15	
122-100-05-0000	277	7,282.15	
122-100-06-0000	278	7,282.15	
122-100-07-0000	279	7,282.15	
122-100-08-0000	280	7,282.15	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
122-100-09-0000	281	7,282.15	
122-100-10-0000	282	7,282.15	
122-100-11-0000	283	7,282.15	
122-100-12-0000	284	7,282.15	
122-100-13-0000	285	7,282.15	
122-100-14-0000	286	7,282.15	
122-100-15-0000	287	7,282.15	
122-100-16-0000	288	7,282.15	
122-100-17-0000	289	7,282.15	
122-100-18-0000	290	7,282.15	
122-100-19-0000	291	7,282.15	
122-100-20-0000	292	7,282.15	
122-100-21-0000	293	7,282.15	
122-100-22-0000	294	7,282.15	
122-100-23-0000	295	7,282.15	
122-100-24-0000	296	7,282.15	
122-100-25-0000	297	7,282.15	
122-100-26-0000	298	7,282.15	
122-100-27-0000	299	7,282.15	
122-100-28-0000	300	7,282.15	
122-100-29-0000	301	7,282.15	
122-100-30-0000	302	7,282.15	
122-100-31-0000	303	7,282.15	
122-100-32-0000	304	7,282.15	
122-100-33-0000	305	7,282.15	
122-100-34-0000	306	7,282.15	
122-100-35-0000	307	7,282.15	
122-100-36-0000	308	7,282.15	
122-100-38-0000	309	7,282.15	
122-100-39-0000	310	7,282.15	
122-100-40-0000	311	7,282.15	
122-100-41-0000	312	7,282.15	
122-100-42-0000	313	7,282.15	
122-100-43-0000	314	7,282.15	
122-100-44-0000	315	7,282.15	
122-100-45-0000	316	7,282.15	
122-100-46-0000	317	7,282.15	
122-100-47-0000	318	7,282.15	
122-100-48-0000	319	7,282.15	
122-100-49-0000	320	7,282.15	

## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
122-100-50-0000	321	7,282.15	
122-100-51-0000	322	7,282.15	
122-100-52-0000	323	7,282.15	
122-100-53-0000	324	7,282.15	
122-100-54-0000	325	7,282.15	
122-100-55-0000	326	7,282.15	
122-100-56-0000	327	7,282.15	
122-100-57-0000	328	7,282.15	
122-100-58-0000	329	7,282.15	
122-100-59-0000	330	7,282.15	
122-100-60-0000	331	7,282.15	
122-100-61-0000	332	7,282.15	
122-100-62-0000	333	7,282.15	
122-100-63-0000	334	7,282.15	
122-100-64-0000	335	7,282.15	
122-100-65-0000	336	7,282.15	
122-100-66-0000	337	7,282.15	
124-020-01-0000	338	9,988.67	
124-020-02-0000	339	9,988.67	
124-020-03-0000	340	9,988.67	
124-020-04-0000	341	9,988.67	
124-020-05-0000	342	9,988.67	
124-020-06-0000	343	9,988.67	
124-020-07-0000	344	9,988.67	
124-020-08-0000	345	9,988.67	
124-020-09-0000	346	9,988.67	
124-020-10-0000	347	9,988.67	
124-020-11-0000	348	9,988.67	
124-020-12-0000	349	9,988.67	
124-020-13-0000	350	9,988.67	
124-020-14-0000	351	9,988.67	
124-020-15-0000	352	9,988.67	
124-020-16-0000	353	9,988.67	
124-020-17-0000	354	9,988.67	
124-020-18-0000	355	9,988.67	
124-020-19-0000	356	9,988.67	
124-020-20-0000	357	9,988.67	
124-020-21-0000	358	9,988.67	
124-020-22-0000	359	9,988.67	
124-020-23-0000	360	9,988.67	

## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
124-020-24-0000	361	9,988.67	
124-020-25-0000	362	9,988.67	
124-020-26-0000	363	9,988.67	
124-020-27-0000	364	9,988.67	
124-030-01-0000	365	9,988.67	
124-030-02-0000	366	9,988.67	
124-030-03-0000	367	9,988.67	
124-030-04-0000	368	9,988.67	
124-030-05-0000	369	9,988.67	
124-030-06-0000	370	9,988.67	
124-030-07-0000	371	9,988.67	
124-030-08-0000	372	9,988.67	
124-030-09-0000	373	9,988.67	
124-030-10-0000	374	9,988.67	
124-030-11-0000	375	9,988.67	
124-030-12-0000	376	9,988.67	
124-030-13-0000	377	9,988.67	
124-030-14-0000	378	9,988.67	
124-030-15-0000	379	9,988.67	
124-030-16-0000	380	9,988.67	
124-030-17-0000	381	9,988.67	
124-030-18-0000	382	9,988.67	
124-030-19-0000	383	9,988.67	
124-030-20-0000	384	9,988.67	
124-030-21-0000	385	9,988.67	
124-030-22-0000	386	9,988.67	
124-030-23-0000	387	9,988.67	
124-030-24-0000	388	9,988.67	
124-030-25-0000	389	9,988.67	
124-030-26-0000	390	9,988.67	
124-040-01-0000	391	9,983.13	
124-040-02-0000	392	9,983.13	
124-040-03-0000	393	9,983.13	
124-040-04-0000	394	9,983.13	
124-040-05-0000	395	9,983.13	
124-040-06-0000	396	9,983.13	
124-040-07-0000	397	9,983.13	
124-040-08-0000	398	9,983.13	
124-040-09-0000	399	9,983.13	
124-040-10-0000	400	9,983.13	

## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
124-040-11-0000	401	9,983.13	
124-040-12-0000	402	9,983.13	
124-040-13-0000	403	9,983.13	
124-040-14-0000	404	9,983.13	
124-040-15-0000	405	9,983.13	
124-040-16-0000	406	9,983.13	
124-040-17-0000	407	9,983.13	
124-040-18-0000	408	9,983.13	
124-040-19-0000	409	9,983.13	
124-040-20-0000	410	9,983.13	
124-040-21-0000	411	9,983.13	
124-040-22-0000	412	9,983.13	
124-040-23-0000	413	9,983.13	
124-040-24-0000	414	9,983.13	
124-040-25-0000	415	9,983.13	
124-040-26-0000	416	9,983.13	
124-040-27-0000	417	9,983.13	
124-040-28-0000	418	9,983.13	
124-040-29-0000	419	9,983.13	
124-040-30-0000	420	9,983.13	
124-040-31-0000	421	9,983.13	
124-040-32-0000	422	9,983.13	
124-040-33-0000	423	9,983.13	
124-040-34-0000	424	9,983.13	
124-040-35-0000	425	9,983.13	
124-040-36-0000	426	9,983.13	
124-040-37-0000	427	9,983.13	
124-040-38-0000	428	9,983.13	
124-040-39-0000	429	9,983.13	
124-040-40-0000	430	9,983.13	
124-040-41-0000	431	9,983.13	
124-040-42-0000	432	9,983.13	
124-040-43-0000	433	9,983.13	
124-040-44-0000	434	9,983.13	
124-040-45-0000	435	9,983.13	
124-040-46-0000	436	9,983.13	
124-040-47-0000	437	9,983.13	
124-040-48-0000	438	9,983.13	
124-040-49-0000	439	9,983.13	
124-040-50-0000	440	9,983.13	

## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
124-040-51-0000	441	9,983.13	
124-040-52-0000	442	9,983.13	
124-040-53-0000	443	9,983.13	
124-040-54-0000	444	9,983.13	
124-040-55-0000	445	9,983.13	
124-040-56-0000	446	9,983.13	
124-040-57-0000	447	9,983.13	
124-040-58-0000	448	9,983.13	
124-040-59-0000	449	9,983.13	
124-040-60-0000	450	9,983.13	
124-060-01-0000	451	9,983.13	
124-060-02-0000	452	9,983.13	
124-060-03-0000	453	9,983.13	
124-060-04-0000	454	9,983.13	
124-060-05-0000	455	9,983.13	
124-060-06-0000	456	9,983.13	
124-060-07-0000	457	9,983.13	
124-060-08-0000	458	9,983.13	
124-060-09-0000	459	9,983.13	
124-060-10-0000	460	9,983.13	
124-060-11-0000	461	9,983.13	
124-060-12-0000	462	9,983.13	
124-060-13-0000	463	9,983.13	
124-060-14-0000	464	9,983.13	
124-060-15-0000	465	9,983.13	
124-060-16-0000	466	9,983.13	
124-060-17-0000	467	9,983.13	
124-060-18-0000	468	9,983.13	
124-060-19-0000	469	9,983.13	
124-060-20-0000	470	9,983.13	
124-060-21-0000	471	9,983.13	
124-060-22-0000	472	9,983.13	
124-060-23-0000	473	9,983.13	
124-060-24-0000	474	9,983.13	
124-060-25-0000	475	9,983.13	
124-060-26-0000	476	9,983.13	
124-060-27-0000	477	9,983.13	
124-060-28-0000	478	9,983.13	
124-060-29-0000	479	9,983.13	
124-060-30-0000	480	9,983.13	



## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
124-060-31-0000	481	9,983.13	
124-060-32-0000	482	9,983.13	
124-060-33-0000	483	9,983.13	
124-060-34-0000	484	9,983.13	
124-060-35-0000	485	9,983.13	
124-060-36-0000	486	9,983.13	
124-060-37-0000	487	9,983.13	
124-060-38-0000	488	9,983.13	
124-060-39-0000	489	9,983.13	
124-060-40-0000	490	9,983.13	
124-060-41-0000	491	9,983.13	
124-060-42-0000	492	9,983.13	
124-060-43-0000	493	9,983.13	
124-060-44-0000	494	9,983.13	
124-060-45-0000	495	9,983.13	
124-060-46-0000	496	9,983.13	
124-060-47-0000	497	9,983.13	
124-060-48-0000	498	9,983.13	
124-060-49-0000	499	9,983.13	
124-060-50-0000	500	9,983.13	
124-060-51-0000	501	9,983.13	
124-060-52-0000	502	9,983.13	
124-060-53-0000	503	9,983.13	
124-060-54-0000	504	9,983.13	
124-060-55-0000	505	9,983.13	
124-060-56-0000	506	9,983.13	
124-060-57-0000	507	9,983.13	
124-070-01-0000	508	9,983.13	
124-070-02-0000	509	9,983.13	
124-070-03-0000	510	9,983.13	
124-070-04-0000	511	9,983.13	
124-070-05-0000	512	9,983.13	
124-070-06-0000	513	9,983.13	
124-070-07-0000	514	9,983.13	
124-070-08-0000	515	9,983.13	
124-070-09-0000	516	9,983.13	
124-070-10-0000	517	9,983.13	
124-070-11-0000	518	9,983.13	
124-070-12-0000	519	9,983.13	
124-070-13-0000	520	9,983.13	

## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
124-070-14-0000	521	9,983.13	
124-070-15-0000	522	9,983.13	
124-070-16-0000	523	9,983.13	
124-070-17-0000	524	9,983.13	
124-070-18-0000	525	9,983.13	
124-070-19-0000	526	9,983.13	
124-070-20-0000	527	9,983.13	
124-070-21-0000	528	9,983.13	
124-070-22-0000	529	9,983.13	
124-070-23-0000	530	9,983.13	
124-070-24-0000	531	9,983.13	
124-070-25-0000	532	9,983.13	
124-070-26-0000	533	9,983.13	
124-070-27-0000	534	9,983.13	
124-070-28-0000	535	9,983.13	
124-070-29-0000	536	9,983.13	
124-070-30-0000	537	9,983.13	
124-070-31-0000	538	9,983.13	
124-070-32-0000	539	9,983.13	
124-070-33-0000	540	9,983.13	
124-070-34-0000	541	9,983.13	
124-070-35-0000	542	9,983.13	
124-070-36-0000	543	9,983.13	
124-070-37-0000	544	9,983.13	
124-070-38-0000	545	9,983.13	
124-070-39-0000	546	9,983.13	
124-070-40-0000	547	9,983.13	
124-070-41-0000	548	9,983.13	
124-070-42-0000	549	9,983.13	
124-070-43-0000	550	9,983.13	
124-070-44-0000	551	9,983.13	
124-070-45-0000	552	9,983.13	
124-070-46-0000	553	9,983.13	
124-070-47-0000	554	9,983.13	
124-070-48-0000	555	9,983.13	
124-070-49-0000	556	9,983.13	
124-070-50-0000	557	9,983.13	
124-070-51-0000	558	9,983.13	
124-070-52-0000	559	9,983.13	
124-070-53-0000	560	9,983.13	

## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
124-070-54-0000	561	9,983.13	
124-070-55-0000	562	9,983.13	
124-070-56-0000	563	9,983.13	
124-070-57-0000	564	9,983.13	
124-070-58-0000	565	9,983.13	
124-080-01-0000	566	9,987.30	
124-080-02-0000	567	9,987.30	
124-080-03-0000	568	9,987.30	
124-080-04-0000	569	9,987.30	
124-080-05-0000	570	9,987.30	
124-080-06-0000	571	9,987.30	
124-080-07-0000	572	9,987.30	
124-080-08-0000	573	9,987.30	
124-080-09-0000	574	9,987.30	
124-080-10-0000	575	9,987.30	
124-080-11-0000	576	9,987.30	
124-080-12-0000	577	9,987.30	
124-080-13-0000	578	9,987.30	
124-080-14-0000	579	9,987.30	
124-080-15-0000	580	9,987.30	
124-080-16-0000	581	9,987.30	
124-080-17-0000	582	9,987.30	
124-080-18-0000	583	9,987.30	
124-080-19-0000	584	9,987.30	
124-080-20-0000	585	9,987.30	
124-080-21-0000	586	9,987.30	
124-080-22-0000	587	9,987.30	
124-080-23-0000	588	9,987.30	
124-080-24-0000	589	9,987.30	
124-080-25-0000	590	9,987.30	
124-080-26-0000	591	9,987.30	
124-080-27-0000	592	9,987.30	
124-080-28-0000	593	9,987.30	
124-080-29-0000	594	9,987.30	
124-080-30-0000	595	9,987.30	
124-080-31-0000	596	9,987.30	
124-080-32-0000	597	9,987.30	
124-080-33-0000	598	9,987.30	
124-080-34-0000	599	9,987.30	
124-080-35-0000	600	9,987.30	

## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
124-080-36-0000	601	9,987.30	
124-080-37-0000	602	9,987.30	
124-080-38-0000	603	9,987.30	
124-080-39-0000	604	9,987.30	
124-080-40-0000	605	9,987.30	
124-080-41-0000	606	9,987.30	
124-080-42-0000	607	9,987.30	
124-080-43-0000	608	9,987.30	
124-080-44-0000	609	9,987.30	
124-080-45-0000	610	9,987.30	
124-080-46-0000	611	9,987.30	
124-080-47-0000	612	9,987.30	
124-080-48-0000	613	9,987.30	
124-080-49-0000	614	9,987.30	
124-080-50-0000	615	9,987.30	
124-080-51-0000	616	9,987.30	
124-080-52-0000	617	9,987.30	
124-080-53-0000	618	9,987.30	
124-080-54-0000	619	9,987.30	
124-080-55-0000	620	9,987.30	
124-080-56-0000	621	9,987.30	
124-080-57-0000	622	9,987.30	
124-080-58-0000	623	9,987.30	
124-090-01-0000	624	9,963.47	
124-090-02-0000	625	9,963.47	
124-090-03-0000	626	9,963.47	
124-090-04-0000	627	9,963.47	
124-090-05-0000	628	9,963.47	
124-090-06-0000	629	9,963.47	
124-090-07-0000	630	9,963.47	
124-090-08-0000	631	9,963.47	
124-090-09-0000	632	9,963.47	
124-090-10-0000	633	9,963.47	
124-090-11-0000	634	9,963.47	
124-090-12-0000	635	9,963.47	
124-090-13-0000	636	9,963.47	
124-090-14-0000	637	9,963.47	
124-090-15-0000	638	9,963.47	
124-090-16-0000	639	9,963.47	
124-090-17-0000	640	9,963.47	

## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
124-090-18-0000	641	9,963.47	
124-090-19-0000	642	9,963.47	
124-090-20-0000	643	9,963.47	
124-090-21-0000	644	9,963.47	
124-090-22-0000	645	9,963.47	
124-090-23-0000	646	9,963.47	
124-090-24-0000	647	9,963.47	
124-090-25-0000	648	9,963.47	
124-090-26-0000	649	9,963.47	
124-090-27-0000	650	9,963.47	
124-090-28-0000	651	9,963.47	
124-090-29-0000	652	9,963.47	
124-090-30-0000	653	9,963.47	
124-090-31-0000	654	9,963.47	
124-090-32-0000	655	9,963.47	
124-090-33-0000	656	9,963.47	
124-090-34-0000	657	9,963.47	
124-090-35-0000	658	9,963.47	
124-090-36-0000	659	9,963.47	
124-090-37-0000	660	9,963.47	
124-090-38-0000	661	9,963.47	
124-090-39-0000	662	9,963.47	
124-090-40-0000	663	9,963.47	
124-090-41-0000	664	9,963.47	
124-090-42-0000	665	9,963.47	
124-090-43-0000	666	9,963.47	
124-090-44-0000	667	9,963.47	
124-090-45-0000	668	9,963.47	
124-090-46-0000	669	9,963.47	
124-090-47-0000	670	9,963.47	
124-090-48-0000	671	9,963.47	
124-090-49-0000	672	9,963.47	
124-090-50-0000	673	9,963.47	
124-100-01-0000	674	9,963.47	
124-100-02-0000	675	9,963.47	
124-100-03-0000	676	9,963.47	
124-100-04-0000	677	9,963.47	
124-100-05-0000	678	9,963.47	
124-100-06-0000	679	9,963.47	
124-100-07-0000	680	9,963.47	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
124-100-08-0000	681	9,963.47	
124-100-09-0000	682	9,963.47	
124-100-10-0000	683	9,963.47	
124-100-11-0000	684	9,963.47	
124-100-12-0000	685	9,963.47	
124-100-13-0000	686	9,963.47	
124-100-14-0000	687	9,963.47	
124-100-15-0000	688	9,963.47	
124-100-16-0000	689	9,963.47	
124-100-17-0000	690	9,963.47	
124-100-18-0000	691	9,963.47	
124-100-19-0000	692	9,963.47	
124-100-20-0000	693	9,963.47	
124-100-21-0000	694	9,963.47	
124-100-22-0000	695	9,963.47	
124-100-23-0000	696	9,963.47	
124-100-24-0000	697	9,963.47	
124-100-25-0000	698	9,963.47	
124-100-26-0000	699	9,963.47	
124-100-27-0000	700	9,963.47	
124-100-28-0000	701	9,963.47	
124-100-29-0000	702	9,963.47	
124-100-30-0000	703	9,963.47	
124-100-31-0000	704	9,963.47	
124-100-32-0000	705	9,963.47	
124-100-33-0000	706	9,963.47	
124-100-34-0000	707	9,963.47	
124-100-35-0000	708	9,963.47	
124-100-36-0000	709	9,963.47	
124-100-37-0000	710	9,963.47	
124-100-38-0000	711	9,963.47	
124-100-39-0000	712	9,963.47	
124-100-40-0000	713	9,963.47	
124-100-41-0000	714	9,963.47	
124-100-42-0000	715	9,963.47	
124-100-43-0000	716	9,963.47	
124-100-44-0000	717	9,963.47	
124-100-45-0000	718	9,963.47	
124-100-46-0000	719	9,963.47	
124-100-47-0000	720	9,963.47	

## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
124-290-14-0000	721	619,960.93	
124-290-15-0000	722	110,430.55	
124-290-16-0000	723	71,683.00	
124-290-17-0000	724	88,150.70	
124-290-18-0000	725	132,710.40	
124-290-19-0000	726	46,497.05	
124-290-20-0000	727	47,465.75	
124-290-21-0000	728	113,846.95	
124-290-22-0000	729	10,198.17	
124-290-23-0000	730	35,105.25	
124-290-24-0000	731	25,103.20	
124-290-25-0000	732	31,280.94	
124-310-01-0000	733	9,981.45	
124-310-02-0000	734	9,981.45	
124-310-03-0000	735	9,981.45	
124-310-04-0000	736	9,981.45	
124-310-05-0000	737	9,981.45	
124-310-06-0000	738	9,981.45	
124-310-07-0000	739	9,981.45	
124-310-08-0000	740	9,981.45	
124-310-09-0000	741	9,981.45	
124-310-10-0000	742	9,981.45	
124-310-11-0000	743	9,981.45	
124-310-13-0000	744	9,981.45	
124-310-14-0000	745	9,981.45	
124-310-15-0000	746	9,981.45	
124-310-16-0000	747	9,981.45	
124-310-17-0000	748	9,981.45	
124-310-18-0000	749	9,981.45	
124-310-19-0000	750	9,981.45	
124-310-20-0000	751	9,981.45	
124-310-21-0000	752	9,981.45	
124-310-22-0000	753	9,981.45	
124-310-23-0000	754	9,981.45	
124-310-24-0000	755	9,981.45	
124-310-25-0000	756	9,981.45	
124-310-26-0000	757	9,981.45	
124-310-27-0000	758	9,981.45	
124-310-28-0000	759	9,981.45	
124-310-29-0000	760	9,981.45	



**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
124-310-30-0000	761	9,981.45	
124-310-31-0000	762	9,981.45	
124-310-32-0000	763	9,981.45	
124-310-33-0000	764	9,981.45	
124-310-34-0000	765	9,981.45	
124-310-35-0000	766	9,981.45	
124-310-36-0000	767	9,981.45	
124-310-37-0000	768	9,981.45	
124-310-38-0000	769	9,981.45	
124-310-39-0000	770	9,981.45	
124-310-40-0000	771	9,981.45	
124-310-41-0000	772	9,981.45	
124-310-42-0000	773	9,981.45	
124-310-43-0000	774	9,981.45	
124-310-44-0000	775	9,981.45	
124-310-45-0000	776	9,981.45	
124-310-46-0000	777	9,981.45	
124-310-47-0000	778	9,981.45	
124-310-48-0000	779	9,981.45	
124-310-49-0000	780	9,981.45	
124-310-50-0000	781	9,981.45	
124-310-51-0000	782	9,981.45	
124-310-52-0000	783	9,981.45	
124-310-53-0000	784	9,981.45	
124-310-54-0000	785	9,981.45	
124-310-55-0000	786	9,981.45	
124-310-56-0000	787	9,981.45	
124-310-57-0000	788	9,981.45	
124-310-58-0000	789	9,981.45	
124-310-59-0000	790	9,981.45	
124-310-60-0000	791	9,981.45	
124-310-61-0000	792	9,981.45	
124-310-62-0000	793	9,981.45	
124-310-63-0000	794	9,981.45	
124-310-64-0000	795	9,981.45	
124-310-65-0000	796	9,981.45	
124-320-01-0000	797	9,981.45	
124-320-02-0000	798	9,981.45	
124-320-03-0000	799	9,981.45	
124-320-04-0000	800	9,981.45	

## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
124-320-05-0000	801	9,981.45	
124-320-06-0000	802	9,981.45	
124-320-07-0000	803	9,981.45	
124-320-08-0000	804	9,981.45	
124-320-09-0000	805	9,981.45	
124-320-10-0000	806	9,981.45	
124-320-11-0000	807	9,981.45	
124-320-12-0000	808	9,981.45	
124-320-13-0000	809	9,981.45	
124-320-14-0000	810	9,981.45	
124-320-15-0000	811	9,981.45	
124-320-16-0000	812	9,981.45	
124-320-17-0000	813	9,981.45	
124-320-18-0000	814	9,981.45	
124-320-19-0000	815	9,981.45	
124-320-20-0000	816	9,981.45	
124-320-21-0000	817	9,981.45	
124-320-22-0000	818	9,981.45	
124-320-23-0000	819	9,981.45	
124-320-24-0000	820	9,981.45	
124-320-25-0000	821	9,981.45	
124-320-26-0000	822	9,981.45	
124-320-27-0000	823	9,981.45	
124-320-28-0000	824	9,981.45	
124-320-29-0000	825	9,981.45	
124-320-30-0000	826	9,981.45	
124-320-31-0000	827	9,981.45	
124-320-32-0000	828	9,981.45	
124-320-33-0000	829	9,981.45	
124-320-34-0000	830	9,981.45	
124-320-35-0000	831	9,981.45	
124-320-36-0000	832	9,981.45	
124-320-37-0000	833	9,981.45	
124-320-38-0000	834	9,981.45	
124-320-39-0000	835	9,981.45	
124-320-40-0000	836	9,981.45	
124-320-41-0000	837	9,981.45	
124-320-42-0000	838	9,981.45	
124-320-43-0000	839	9,981.45	
124-320-44-0000	840	9,981.45	

## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
124-320-45-0000	841	9,981.45	
124-320-46-0000	842	9,981.45	
124-320-47-0000	843	9,981.45	
124-320-48-0000	844	9,981.45	
124-330-01-0000	845	9,981.45	
124-330-02-0000	846	9,981.45	
124-330-03-0000	847	9,981.45	
124-330-04-0000	848	9,981.45	
124-330-05-0000	849	9,981.45	
124-330-06-0000	850	9,981.45	
124-330-07-0000	851	9,981.45	
124-330-08-0000	852	9,981.45	
124-330-09-0000	853	9,981.45	
124-330-10-0000	854	9,981.45	
124-330-11-0000	855	9,981.45	
124-330-12-0000	856	9,981.45	
124-330-13-0000	857	9,981.45	
124-330-14-0000	858	9,981.45	
124-330-15-0000	859	9,981.45	
124-330-16-0000	860	9,981.45	
124-330-17-0000	861	9,981.45	
124-330-18-0000	862	9,981.45	
124-330-19-0000	863	9,981.45	
124-330-20-0000	864	9,981.45	
124-330-21-0000	865	9,981.45	
124-330-22-0000	866	9,981.45	
124-330-23-0000	867	9,981.45	
124-330-24-0000	868	9,981.45	
124-330-25-0000	869	9,981.45	
124-330-26-0000	870	9,981.45	
124-330-27-0000	871	9,981.45	
124-330-28-0000	872	9,981.45	
124-330-29-0000	873	9,981.45	
124-330-30-0000	874	9,981.45	
124-330-31-0000	875	9,981.45	
124-330-32-0000	876	9,981.45	
124-330-33-0000	877	9,981.45	
124-330-34-0000	878	9,981.45	
124-330-35-0000	879	9,981.45	
124-330-36-0000	880	9,981.45	

## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
124-330-37-0000	881	9,981.45	
124-330-39-0000	882	9,981.45	
124-330-40-0000	883	9,981.45	
124-330-41-0000	884	9,981.45	
124-330-42-0000	885	9,981.45	
124-330-43-0000	886	9,981.45	
124-330-44-0000	887	9,981.45	
124-330-45-0000	888	9,981.45	
124-330-46-0000	889	9,981.45	
124-330-47-0000	890	9,981.45	
124-330-48-0000	891	9,981.45	
124-330-49-0000	892	9,981.45	
124-330-50-0000	893	9,981.45	
124-330-51-0000	894	9,981.45	
124-330-52-0000	895	9,981.45	
124-330-53-0000	896	9,981.45	
124-330-54-0000	897	9,981.45	
124-330-55-0000	898	9,981.45	
124-330-56-0000	899	9,981.45	
124-330-57-0000	900	9,981.45	
124-330-58-0000	901	9,981.45	
124-330-59-0000	902	9,981.45	
124-330-60-0000	903	9,981.45	
124-330-61-0000	904	9,981.45	
124-330-62-0000	905	9,981.45	
124-330-63-0000	906	9,981.45	
124-330-64-0000	907	9,981.45	
124-330-65-0000	908	9,981.45	
124-330-66-0000	909	9,981.45	
124-330-67-0000	910	9,981.45	
124-330-68-0000	911	9,981.45	
124-330-69-0000	912	9,981.45	
124-330-70-0000	913	9,981.45	
124-330-71-0000	914	9,981.45	
124-330-72-0000	915	9,981.45	
124-330-73-0000	916	9,981.45	
124-330-74-0000	917	9,981.45	
124-340-01-0000	918	9,981.45	
124-340-02-0000	919	9,981.45	
124-340-03-0000	920	9,981.45	

## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
124-340-04-0000	921	9,981.45	
124-340-05-0000	922	9,981.45	
124-340-06-0000	923	9,981.45	
124-340-07-0000	924	9,981.45	
124-340-08-0000	925	9,981.45	
124-340-09-0000	926	9,981.45	
124-340-10-0000	927	9,981.45	
124-340-11-0000	928	9,981.45	
124-340-12-0000	929	9,981.45	
124-340-13-0000	930	9,981.45	
124-340-14-0000	931	9,981.45	
124-340-15-0000	932	9,981.45	
124-340-16-0000	933	9,981.45	
124-340-17-0000	934	9,981.45	
124-340-18-0000	935	9,981.45	
124-340-19-0000	936	9,981.45	
124-340-20-0000	937	9,981.45	
124-340-21-0000	938	9,981.45	
124-340-22-0000	939	9,981.45	
124-340-23-0000	940	9,981.45	
124-340-24-0000	941	9,981.45	
124-340-25-0000	942	9,981.45	
124-340-26-0000	943	9,981.45	
124-340-27-0000	944	9,981.45	
124-340-28-0000	945	9,981.45	
124-340-29-0000	946	9,981.45	
124-340-30-0000	947	9,981.45	
124-340-31-0000	948	9,981.45	
124-340-32-0000	949	9,981.45	
124-340-33-0000	950	9,981.45	
124-340-34-0000	951	9,981.45	
124-340-35-0000	952	9,981.45	
124-340-36-0000	953	9,981.45	
124-340-37-0000	954	9,981.45	
124-340-38-0000	955	9,981.45	
124-340-39-0000	956	9,981.45	
124-340-40-0000	957	9,981.45	
124-340-41-0000	958	9,981.45	
124-340-42-0000	959	9,981.45	
124-340-43-0000	960	9,981.45	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
124-340-44-0000	961	9,981.45	
124-340-45-0000	962	9,981.45	
124-340-46-0000	963	9,981.45	
124-340-47-0000	964	9,981.45	
124-340-48-0000	965	9,981.45	
124-340-49-0000	966	9,981.45	
124-340-50-0000	967	9,981.45	
124-340-51-0000	968	9,981.45	
124-340-52-0000	969	9,981.45	
124-340-53-0000	970	9,981.45	
124-340-54-0000	971	9,981.45	
124-340-55-0000	972	9,981.45	
124-340-56-0000	973	9,981.45	
124-340-57-0000	974	9,981.45	
124-340-58-0000	975	9,981.45	
124-340-59-0000	976	9,981.45	
124-340-60-0000	977	9,981.45	
124-340-61-0000	978	9,981.45	
124-340-62-0000	979	9,981.45	
124-340-63-0000	980	9,981.45	
124-340-64-0000	981	9,981.45	
124-340-65-0000	982	9,981.45	
124-340-66-0000	983	9,981.45	
124-340-67-0000	984	9,981.45	
124-340-68-0000	985	9,981.45	
124-340-69-0000	986	9,981.45	
124-340-70-0000	987	9,981.45	
124-340-72-0000	988	9,981.45	
124-340-73-0000	989	9,981.45	
124-340-74-0000	990	9,981.45	
124-340-75-0000	991	9,981.45	
124-340-76-0000	992	9,981.45	
124-340-77-0000	993	9,981.45	
124-340-78-0000	994	9,981.45	
124-340-79-0000	995	9,981.45	
124-340-80-0000	996	9,981.45	
124-340-81-0000	997	9,981.45	
124-340-82-0000	998	9,981.45	
124-340-83-0000	999	9,981.45	
124-350-01-0000	1000	10,131.37	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
124-350-02-0000	1001	10,131.37	
124-350-03-0000	1002	10,131.37	
124-350-04-0000	1003	10,131.37	
124-350-05-0000	1004	10,131.37	
124-350-06-0000	1005	10,131.37	
124-350-07-0000	1006	10,131.37	
124-350-08-0000	1007	10,131.37	
124-350-09-0000	1008	10,131.37	
124-350-10-0000	1009	10,131.37	
124-350-11-0000	1010	10,131.37	
124-350-12-0000	1011	10,131.37	
124-350-13-0000	1012	10,131.37	
124-350-14-0000	1013	10,131.37	
124-350-15-0000	1014	10,131.37	
124-350-16-0000	1015	10,131.37	
124-350-17-0000	1016	10,131.37	
124-350-18-0000	1017	10,131.37	
124-350-19-0000	1018	10,131.37	
124-350-20-0000	1019	10,131.37	
124-350-21-0000	1020	10,131.37	
124-350-22-0000	1021	10,131.37	
124-350-23-0000	1022	10,131.37	
124-350-24-0000	1023	10,131.37	
124-350-25-0000	1024	10,131.37	
124-350-26-0000	1025	10,131.37	
124-350-27-0000	1026	10,131.37	
124-350-28-0000	1027	10,131.37	
124-350-29-0000	1028	10,131.37	
124-350-30-0000	1029	10,131.37	
124-350-31-0000	1030	10,131.37	
124-350-32-0000	1031	10,131.37	
124-350-33-0000	1032	10,131.37	
124-350-34-0000	1033	10,131.37	
124-350-35-0000	1034	10,131.37	
124-350-36-0000	1035	10,131.37	
124-350-37-0000	1036	10,131.37	
124-350-38-0000	1037	10,131.37	
124-350-39-0000	1038	10,131.37	
124-350-40-0000	1039	10,131.37	
124-350-41-0000	1040	10,131.37	



**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
124-350-42-0000	1041	10,131.37	
124-350-43-0000	1042	10,131.37	
124-350-44-0000	1043	10,131.37	
124-350-45-0000	1044	10,131.37	
124-350-46-0000	1045	10,131.37	
124-350-47-0000	1046	10,131.37	
124-350-48-0000	1047	10,131.37	
124-350-49-0000	1048	10,131.37	
124-350-50-0000	1049	10,131.37	
124-350-51-0000	1050	10,131.37	
124-350-52-0000	1051	10,131.37	
124-350-53-0000	1052	10,131.37	
124-350-54-0000	1053	10,131.37	
124-350-55-0000	1054	10,131.37	
124-350-56-0000	1055	10,131.37	
124-350-57-0000	1056	10,131.37	
124-350-58-0000	1057	10,131.37	
124-350-59-0000	1058	10,131.37	
126-220-01-0000	1059	9,948.56	
126-220-02-0000	1060	9,948.56	
126-220-03-0000	1061	9,948.56	
126-220-04-0000	1062	9,948.56	
126-220-05-0000	1063	9,948.56	
126-220-06-0000	1064	9,948.56	
126-220-07-0000	1065	9,948.56	
126-220-08-0000	1066	9,948.56	
126-220-09-0000	1067	9,948.56	
126-220-10-0000	1068	9,948.56	
126-220-11-0000	1069	9,948.56	
126-220-12-0000	1070	9,948.56	
126-220-14-0000	1071	9,948.56	
126-220-15-0000	1072	9,948.56	
126-220-16-0000	1073	9,948.56	
126-220-17-0000	1074	9,948.56	
126-220-18-0000	1075	9,948.56	
126-220-19-0000	1076	9,948.56	
126-220-20-0000	1077	9,948.56	
126-220-21-0000	1078	9,948.56	
126-220-22-0000	1079	9,948.56	
126-220-23-0000	1080	9,948.56	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
126-220-24-0000	1081	9,948.56	
126-220-25-0000	1082	9,948.56	
126-220-26-0000	1083	9,948.56	
126-220-27-0000	1084	9,948.56	
126-220-28-0000	1085	9,948.56	
126-220-29-0000	1086	9,948.56	
126-220-30-0000	1087	9,948.56	
126-220-31-0000	1088	9,948.56	
126-220-32-0000	1089	9,948.56	
126-220-33-0000	1090	9,948.56	
126-220-34-0000	1091	9,948.56	
126-220-35-0000	1092	9,948.56	
126-220-36-0000	1093	9,948.56	
126-220-37-0000	1094	9,948.56	
126-220-38-0000	1095	9,948.56	
126-220-39-0000	1096	9,948.56	
126-220-40-0000	1097	9,948.56	
126-220-41-0000	1098	9,948.56	
126-220-42-0000	1099	9,948.56	
126-220-43-0000	1100	9,948.56	
126-220-44-0000	1101	9,948.56	
126-220-45-0000	1102	9,948.56	
126-220-46-0000	1103	9,948.56	
126-220-47-0000	1104	9,948.56	
126-220-48-0000	1105	9,948.56	
126-220-49-0000	1106	9,948.56	
126-220-50-0000	1107	9,948.56	
126-220-51-0000	1108	9,948.56	
126-220-52-0000	1109	9,948.56	
126-220-53-0000	1110	9,948.56	
126-220-54-0000	1111	9,948.56	
126-220-55-0000	1112	9,948.56	
126-220-56-0000	1113	9,948.56	
126-230-01-0000	1114	9,948.56	
126-230-02-0000	1115	9,948.56	
126-230-03-0000	1116	9,948.56	
126-230-04-0000	1117	9,948.56	
126-230-05-0000	1118	9,948.56	
126-230-06-0000	1119	9,948.56	
126-230-07-0000	1120	9,948.56	

## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
126-230-08-0000	1121	9,948.56	
126-230-09-0000	1122	9,948.56	
126-230-10-0000	1123	9,948.56	
126-230-11-0000	1124	9,948.56	
126-230-12-0000	1125	9,948.56	
126-230-13-0000	1126	9,948.56	
126-230-14-0000	1127	9,948.56	
126-230-15-0000	1128	9,948.56	
126-230-16-0000	1129	9,948.56	
126-230-17-0000	1130	9,948.56	
126-230-18-0000	1131	9,948.56	
126-230-19-0000	1132	9,948.56	
126-230-20-0000	1133	9,948.56	
126-230-21-0000	1134	9,948.56	
126-230-22-0000	1135	9,948.56	
126-230-23-0000	1136	9,948.56	
126-230-24-0000	1137	9,948.56	
126-230-25-0000	1138	9,948.56	
126-230-26-0000	1139	9,948.56	
126-230-27-0000	1140	9,948.56	
126-230-28-0000	1141	9,948.56	
126-230-29-0000	1142	9,948.56	
126-230-30-0000	1143	9,948.56	
126-230-31-0000	1144	9,948.56	
126-230-32-0000	1145	9,948.56	
126-230-33-0000	1146	9,948.56	
126-230-34-0000	1147	9,948.56	
126-230-35-0000	1148	9,948.56	
126-230-36-0000	1149	9,948.56	
126-230-37-0000	1150	9,948.56	
126-230-38-0000	1151	9,948.56	
126-230-39-0000	1152	9,948.56	
126-230-40-0000	1153	9,948.56	
126-230-41-0000	1154	9,948.56	
126-230-42-0000	1155	9,948.56	
126-230-43-0000	1156	9,948.56	
126-230-44-0000	1157	9,948.56	
126-230-45-0000	1158	9,948.56	
126-230-46-0000	1159	9,948.56	
126-230-47-0000	1160	9,948.56	

## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
126-230-48-0000	1161	9,948.56	
126-230-49-0000	1162	9,948.56	
126-230-50-0000	1163	9,948.56	
126-230-51-0000	1164	9,948.56	
126-230-52-0000	1165	9,948.56	
126-230-53-0000	1166	9,948.56	
126-230-54-0000	1167	9,948.56	
126-230-55-0000	1168	9,948.56	
126-230-56-0000	1169	9,948.56	
126-230-57-0000	1170	9,948.56	
126-230-58-0000	1171	9,948.56	
126-230-59-0000	1172	9,948.56	
126-240-01-0000	1173	9,948.56	
126-240-02-0000	1174	9,948.56	
126-240-03-0000	1175	9,948.56	
126-240-04-0000	1176	9,948.56	
126-240-05-0000	1177	9,948.56	
126-240-06-0000	1178	9,948.56	
126-240-07-0000	1179	9,948.56	
126-240-08-0000	1180	9,948.56	
126-240-09-0000	1181	9,948.56	
126-240-10-0000	1182	9,948.56	
126-240-11-0000	1183	9,948.56	
126-240-12-0000	1184	9,948.56	
126-240-13-0000	1185	9,948.56	
126-240-14-0000	1186	9,948.56	
126-240-15-0000	1187	9,948.56	
126-240-16-0000	1188	9,948.56	
126-240-17-0000	1189	9,948.56	
126-240-18-0000	1190	9,948.56	
126-240-19-0000	1191	9,948.56	
126-240-20-0000	1192	9,948.56	
126-240-21-0000	1193	9,948.56	
126-240-22-0000	1194	9,948.56	
126-240-23-0000	1195	9,948.56	
126-240-24-0000	1196	9,948.56	
126-240-25-0000	1197	9,948.56	
126-240-26-0000	1198	9,948.56	
126-240-27-0000	1199	9,948.56	
126-240-28-0000	1200	9,948.56	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
126-240-29-0000	1201	9,948.56	
126-240-30-0000	1202	9,948.56	
126-240-31-0000	1203	9,948.56	
126-240-32-0000	1204	9,948.56	
126-240-33-0000	1205	9,948.56	
126-240-34-0000	1206	9,948.56	
126-240-35-0000	1207	9,948.56	
126-240-36-0000	1208	9,948.56	
126-240-37-0000	1209	9,948.56	
126-240-38-0000	1210	9,948.56	
126-240-39-0000	1211	9,948.56	
126-240-40-0000	1212	9,948.56	
126-240-41-0000	1213	9,948.56	
126-240-42-0000	1214	9,948.56	
126-240-43-0000	1215	9,948.56	
126-240-44-0000	1216	9,948.56	
126-240-45-0000	1217	9,948.56	
126-240-46-0000	1218	9,948.56	
126-240-47-0000	1219	9,948.56	
126-240-48-0000	1220	9,948.56	
126-240-49-0000	1221	9,948.56	
126-240-50-0000	1222	9,948.56	
126-250-01-0000	1223	9,948.83	
126-250-02-0000	1224	9,948.83	
126-250-03-0000	1225	9,948.83	
126-250-04-0000	1226	9,948.83	
126-250-05-0000	1227	9,948.83	
126-250-06-0000	1228	9,948.83	
126-250-07-0000	1229	9,948.83	
126-250-08-0000	1230	9,948.83	
126-250-09-0000	1231	9,948.83	
126-250-10-0000	1232	9,948.83	
126-250-11-0000	1233	9,948.83	
126-250-12-0000	1234	9,948.83	
126-250-13-0000	1235	9,948.83	
126-250-14-0000	1236	9,948.83	
126-250-15-0000	1237	9,948.83	
126-250-16-0000	1238	9,948.83	
126-250-17-0000	1239	9,948.83	
126-250-18-0000	1240	9,948.83	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
126-250-19-0000	1241	9,948.83	
126-250-20-0000	1242	9,948.83	
126-250-21-0000	1243	9,948.83	
126-250-22-0000	1244	9,948.83	
126-250-23-0000	1245	9,948.83	
126-250-24-0000	1246	9,948.83	
126-250-25-0000	1247	9,948.83	
126-250-26-0000	1248	9,948.83	
126-250-27-0000	1249	9,948.83	
126-250-28-0000	1250	9,948.83	
126-250-29-0000	1251	9,948.83	
126-250-30-0000	1252	9,948.83	
126-250-31-0000	1253	9,948.83	
126-250-32-0000	1254	9,948.83	
126-250-33-0000	1255	9,948.83	
126-250-34-0000	1256	9,948.83	
126-250-35-0000	1257	9,948.83	
126-250-36-0000	1258	9,948.83	
126-250-37-0000	1259	9,948.83	
126-250-38-0000	1260	9,948.83	
126-250-39-0000	1261	9,948.83	
126-250-40-0000	1262	9,948.83	
126-250-41-0000	1263	9,948.83	
126-250-42-0000	1264	9,948.83	
126-250-43-0000	1265	9,948.83	
126-250-44-0000	1266	9,948.83	
126-250-45-0000	1267	9,948.83	
126-250-46-0000	1268	9,948.83	
126-250-47-0000	1269	9,948.83	
126-250-48-0000	1270	9,948.83	
126-250-49-0000	1271	9,948.83	
126-250-50-0000	1272	9,948.83	
126-250-51-0000	1273	9,948.83	
126-250-52-0000	1274	9,948.83	
126-250-53-0000	1275	9,948.83	
126-250-54-0000	1276	9,948.83	
126-250-55-0000	1277	9,948.83	
126-250-56-0000	1278	9,948.83	
126-250-57-0000	1279	9,948.83	
126-250-58-0000	1280	9,948.83	

## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
126-250-59-0000	1281	9,948.83	
126-250-60-0000	1282	9,948.83	
126-250-61-0000	1283	9,948.83	
126-250-62-0000	1284	9,948.83	
126-250-63-0000	1285	9,948.83	
126-250-64-0000	1286	9,948.83	
126-250-65-0000	1287	9,948.83	
126-250-66-0000	1288	9,948.83	
126-250-67-0000	1289	9,948.83	
126-250-68-0000	1290	9,948.83	
126-250-69-0000	1291	9,948.83	
126-250-70-0000	1292	9,948.83	
126-250-71-0000	1293	9,948.83	
126-250-72-0000	1294	9,948.83	
126-250-73-0000	1295	9,948.83	
126-250-74-0000	1296	9,948.83	
126-250-75-0000	1297	9,948.83	
126-250-76-0000	1298	9,948.83	
126-250-77-0000	1299	9,948.83	
126-260-01-0000	1300	9,948.83	
126-260-02-0000	1301	9,948.83	
126-260-03-0000	1302	9,948.83	
126-260-04-0000	1303	9,948.83	
126-260-05-0000	1304	9,948.83	
126-260-06-0000	1305	9,948.83	
126-260-07-0000	1306	9,948.83	
126-260-08-0000	1307	9,948.83	
126-260-09-0000	1308	9,948.83	
126-260-10-0000	1309	9,948.83	
126-260-11-0000	1310	9,948.83	
126-260-12-0000	1311	9,948.83	
126-260-13-0000	1312	9,948.83	
126-260-14-0000	1313	9,948.83	
126-260-15-0000	1314	9,948.83	
126-260-16-0000	1315	9,948.83	
126-260-17-0000	1316	9,948.83	
126-260-18-0000	1317	9,948.83	
126-260-19-0000	1318	9,948.83	
126-260-20-0000	1319	9,948.83	
126-260-21-0000	1320	9,948.83	



## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
126-260-22-0000	1321	9,948.83	
126-260-23-0000	1322	9,948.83	
126-260-24-0000	1323	9,948.83	
126-260-25-0000	1324	9,948.83	
126-260-26-0000	1325	9,948.83	
126-260-27-0000	1326	9,948.83	
126-260-28-0000	1327	9,948.83	
126-260-29-0000	1328	9,948.83	
126-260-30-0000	1329	9,948.83	
126-260-31-0000	1330	9,948.83	
126-260-32-0000	1331	9,948.83	
126-260-33-0000	1332	9,948.83	
126-260-34-0000	1333	9,948.83	
126-260-35-0000	1334	9,948.83	
126-260-36-0000	1335	9,948.83	
126-260-37-0000	1336	9,948.83	
126-260-38-0000	1337	9,948.83	
126-260-39-0000	1338	9,948.83	
126-260-40-0000	1339	9,948.83	
126-260-41-0000	1340	9,948.83	
126-260-42-0000	1341	9,948.83	
126-260-43-0000	1342	9,948.83	
126-260-44-0000	1343	9,948.83	
126-260-45-0000	1344	9,948.83	
126-260-46-0000	1345	9,948.83	
126-260-47-0000	1346	9,948.83	
126-260-48-0000	1347	9,948.83	
126-260-49-0000	1348	9,948.83	
126-260-50-0000	1349	9,948.83	
126-260-51-0000	1350	9,948.83	
126-260-52-0000	1351	9,948.83	
126-260-53-0000	1352	9,948.83	
126-260-54-0000	1353	9,948.83	
126-260-55-0000	1354	9,948.83	
126-260-56-0000	1355	9,948.83	
126-260-57-0000	1356	9,948.83	
126-260-58-0000	1357	9,948.83	
126-260-59-0000	1358	9,948.83	
126-260-60-0000	1359	9,948.83	
126-260-61-0000	1360	9,948.83	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
126-260-62-0000	1361	9,948.83	
126-260-63-0000	1362	9,948.83	
126-260-64-0000	1363	9,948.83	
126-260-65-0000	1364	9,948.83	
126-260-66-0000	1365	9,948.83	
126-260-67-0000	1366	9,948.83	
126-260-68-0000	1367	9,948.83	
126-260-69-0000	1368	9,948.83	
126-260-70-0000	1369	9,948.83	
126-260-71-0000	1370	9,948.83	
126-260-72-0000	1371	9,948.83	
126-260-73-0000	1372	9,948.83	
126-260-74-0000	1373	9,948.83	
126-260-75-0000	1374	9,948.83	
126-260-76-0000	1375	9,948.83	
126-260-77-0000	1376	9,948.83	
126-260-78-0000	1377	9,948.83	
126-260-79-0000	1378	9,948.83	
126-260-80-0000	1379	9,948.83	
126-260-81-0000	1380	9,948.83	
126-260-82-0000	1381	9,948.83	
126-260-83-0000	1382	9,948.83	
126-260-84-0000	1383	9,948.83	
<b>Total</b>		<b>\$14,160,000.00</b>	

**CITY OF STOCKTON**  
**Reassessment District No. 2003-02**

**Comparison of the Auditor's Records for the Existing  
Bonds and the 2014 Refunding Bonds**

The auditor's records only include the unique reassessment lien amounts.

**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	Total of all Parcels	Remaining Assessment Lien:	\$15,245,931.33
Reassessment No:	Included within the Proposed	Estimated Reassessment:	<u>\$14,160,000.00</u>
Property Owner:	Reassessment District	Estimated Lien Savings:	\$1,085,931.33

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$415,570.46	\$471,890.31	\$887,460.77	\$50,000.00	\$460,290.83	\$510,290.83	\$377,169.94
2015	435,597.94	920,924.24	1,356,522.18	\$475,000.00	658,943.75	1,133,943.75	222,578.43
2016	460,632.31	896,530.74	1,357,163.05	\$495,000.00	635,906.25	1,130,906.25	226,256.80
2017	485,666.68	870,274.70	1,355,941.38	\$520,000.00	611,800.00	1,131,800.00	224,141.38
2018	515,707.94	842,106.03	1,357,813.97	\$545,000.00	586,506.25	1,131,506.25	226,307.72
2019	545,749.18	811,679.27	1,357,428.45	\$570,000.00	560,025.00	1,130,025.00	227,403.45
2020	580,797.30	777,842.80	1,358,640.10	\$600,000.00	532,237.50	1,132,237.50	226,402.60
2021	615,845.42	741,833.35	1,357,678.77	\$625,000.00	503,143.75	1,128,143.75	229,535.02
2022	650,893.52	703,650.96	1,354,544.48	\$655,000.00	472,743.75	1,127,743.75	226,800.73
2023	690,948.53	663,295.54	1,354,244.07	\$685,000.00	440,918.75	1,125,918.75	228,325.32
2024	736,010.38	620,456.76	1,356,467.14	\$720,000.00	407,550.00	1,127,550.00	228,917.14
2025	781,072.26	574,088.09	1,355,160.35	\$750,000.00	372,637.50	1,122,637.50	232,522.85
2026	831,140.98	524,880.53	1,356,021.51	\$790,000.00	336,062.50	1,126,062.50	229,959.01
2027	886,216.59	472,518.63	1,358,735.22	\$830,000.00	297,587.50	1,127,587.50	231,147.72
2028	941,292.20	416,687.00	1,357,979.20	\$865,000.00	257,331.25	1,122,331.25	235,647.95
2029	1,001,374.66	357,385.59	1,358,760.25	\$910,000.00	215,175.00	1,125,175.00	233,585.25
2030	1,061,457.18	294,298.97	1,355,756.15	\$950,000.00	171,000.00	1,121,000.00	234,756.15
2031	1,131,553.43	227,427.15	1,358,980.58	\$995,000.00	124,806.25	1,119,806.25	239,174.33
2032	1,201,649.64	156,139.30	1,357,788.94	\$1,040,000.00	76,475.00	1,116,475.00	241,313.94
2033	1,276,754.73	80,435.35	1,357,190.08	\$1,090,000.00	25,887.50	1,115,887.50	241,302.58
<b>TOTAL</b>	<b>\$15,245,931.33</b>	<b>\$11,424,345.31</b>	<b>\$26,670,276.64</b>	<b>\$14,160,000.00</b>	<b>\$7,747,028.33</b>	<b>\$21,907,028.33</b>	<b>\$4,763,248.31</b>
<b>Prepared By: Willdan Financial Services</b>				<b>TOTAL SAVINGS</b>			
<b>April 2014</b>				<b>\$4,763,248.31</b>			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.  
The original lien amounts exceeded the principal amount in the original debt service schedule  
Total savings shown will be reduced by the amount of funds available from levy collections to date.

**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	122-080-01-0000	Remaining Assessment Lien:	\$7,299.34
Reassessment No:	192	Estimated Reassessment:	<u>\$6,779.41</u>
Property Owner:	TAASIN, GLENN B & ROWENA R	Estimated Lien Savings:	\$519.93

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$198.96	\$225.93	\$424.89	\$23.94	\$220.37	\$244.31	\$180.58
2015	208.55	440.91	649.46	227.42	315.48	542.90	106.56
2016	220.54	429.23	649.77	236.99	304.45	541.44	108.33
2017	232.52	416.66	649.18	248.96	292.91	541.87	107.31
2018	246.91	403.18	650.09	260.93	280.80	541.73	108.36
2019	261.29	388.61	649.90	272.90	268.12	541.02	108.88
2020	278.07	372.41	650.48	287.26	254.82	542.08	108.40
2021	294.85	355.17	650.02	299.23	240.89	540.12	109.90
2022	311.63	336.89	648.52	313.60	226.34	539.94	108.58
2023	330.81	317.57	648.38	327.96	211.10	539.06	109.32
2024	352.38	297.06	649.44	344.72	195.12	539.84	109.60
2025	373.96	274.86	648.82	359.08	178.41	537.49	111.33
2026	397.93	251.30	649.23	378.23	160.90	539.13	110.10
2027	424.30	226.23	650.53	397.38	142.48	539.86	110.67
2028	450.66	199.50	650.16	414.14	123.20	537.34	112.82
2029	479.43	171.11	650.54	435.68	103.02	538.70	111.84
2030	508.20	140.90	649.10	454.83	81.87	536.70	112.40
2031	541.76	108.89	650.65	476.38	59.75	536.13	114.52
2032	575.32	74.76	650.08	497.92	36.61	534.53	115.55
2033	611.27	38.51	649.78	521.86	12.39	534.25	115.53
<b>TOTALS</b>	<b>\$7,299.34</b>	<b>\$5,469.68</b>	<b>\$12,769.02</b>	<b>\$6,779.41</b>	<b>\$3,709.03</b>	<b>\$10,488.44</b>	<b>\$2,280.58</b>
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$2,280.58			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	122-100-01-0000	Remaining Assessment Lien:	\$7,840.62
Reassessment No:	273	Estimated Reassessment:	<u>\$7,282.15</u>
Property Owner:	SEALES, KIRVAN & LAURYN	Estimated Lien Savings:	\$558.47

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$213.72	\$242.68	\$456.40	\$25.71	\$236.72	\$262.43	\$193.97
2015	224.02	473.61	697.63	244.28	338.88	583.16	114.47
2016	236.89	461.06	697.95	254.57	327.03	581.60	116.35
2017	249.77	447.56	697.33	267.42	314.63	582.05	115.28
2018	265.22	433.08	698.30	280.28	301.63	581.91	116.39
2019	280.67	417.43	698.10	293.14	288.01	581.15	116.95
2020	298.69	400.03	698.72	308.57	273.72	582.29	116.43
2021	316.71	381.51	698.22	321.42	258.75	580.17	118.05
2022	334.74	361.87	696.61	336.85	243.12	579.97	116.64
2023	355.34	341.12	696.46	352.28	226.75	579.03	117.43
2024	378.51	319.09	697.60	370.28	209.59	579.87	117.73
2025	401.69	295.24	696.93	385.71	191.64	577.35	119.58
2026	427.44	269.93	697.37	406.28	172.83	579.11	118.26
2027	455.76	243.01	698.77	426.85	153.04	579.89	118.88
2028	484.08	214.29	698.37	444.85	132.34	577.19	121.18
2029	514.98	183.79	698.77	467.99	110.66	578.65	120.12
2030	545.88	151.35	697.23	488.56	87.94	576.50	120.73
2031	581.93	116.96	698.89	511.70	64.18	575.88	123.01
2032	617.98	80.30	698.28	534.85	39.33	574.18	124.10
2033	656.60	41.37	697.97	560.56	13.31	573.87	124.10
<b>TOTALS</b>	<b>\$7,840.62</b>	<b>\$5,875.28</b>	<b>\$13,715.90</b>	<b>\$7,282.15</b>	<b>\$3,984.10</b>	<b>\$11,266.25</b>	<b>\$2,449.65</b>
Prepared By: Willdan Financial Services      April 2014				TOTAL SAVINGS      \$2,449.65			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	122-070-01-0000	Remaining Assessment Lien:	\$7,950.16
Reassessment No:	114	Estimated Reassessment:	<u>\$7,383.86</u>
Property Owner:	RAKKAR, JAGTAR SINGH ETAL	Estimated Lien Savings:	\$566.30

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$216.70	\$246.07	\$462.77	\$26.07	\$240.02	\$266.09	\$196.68
2015	227.15	480.22	707.37	247.69	343.61	591.30	116.07
2016	240.20	467.50	707.70	258.12	331.60	589.72	117.98
2017	253.26	453.81	707.07	271.16	319.03	590.19	116.88
2018	268.92	439.12	708.04	284.20	305.84	590.04	118.00
2019	284.59	423.26	707.85	297.23	292.03	589.26	118.59
2020	302.86	405.61	708.47	312.88	277.54	590.42	118.05
2021	321.14	386.84	707.98	325.91	262.37	588.28	119.70
2022	339.41	366.93	706.34	341.56	246.52	588.08	118.26
2023	360.30	345.88	706.18	357.20	229.92	587.12	119.06
2024	383.80	323.54	707.34	375.45	212.52	587.97	119.37
2025	407.30	299.36	706.66	391.09	194.32	585.41	121.25
2026	433.41	273.70	707.11	411.95	175.24	587.19	119.92
2027	462.13	246.40	708.53	432.81	155.18	587.99	120.54
2028	490.85	217.29	708.14	451.06	134.19	585.25	122.89
2029	522.18	186.36	708.54	474.53	112.20	586.73	121.81
2030	553.51	153.46	706.97	495.39	89.17	584.56	122.41
2031	590.06	118.59	708.65	518.85	65.08	583.93	124.72
2032	626.61	81.42	708.03	542.32	39.88	582.20	125.83
2033	665.78	41.94	707.72	568.39	13.50	581.89	125.83
<b>TOTALS</b>	<b>\$7,950.16</b>	<b>\$5,957.30</b>	<b>\$13,907.46</b>	<b>\$7,383.86</b>	<b>\$4,039.76</b>	<b>\$11,423.62</b>	<b>\$2,483.84</b>
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$2,483.84			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.



**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	122-050-01-0000	Remaining Assessment Lien:	\$7,989.47
Reassessment No:	1	Estimated Reassessment:	<u>\$7,420.41</u>
Property Owner:	AISPURO, JOSE	Estimated Lien Savings:	\$569.06

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$217.78	\$247.29	\$465.07	\$26.20	\$241.21	\$267.41	\$197.66
2015	228.27	482.60	710.87	248.92	345.31	594.23	116.64
2016	241.39	469.82	711.21	259.40	333.24	592.64	118.57
2017	254.51	456.06	710.57	272.50	320.61	593.11	117.46
2018	270.25	441.30	711.55	285.60	307.35	592.95	118.60
2019	285.99	425.35	711.34	298.70	293.48	592.18	119.16
2020	304.36	407.62	711.98	314.42	278.91	593.33	118.65
2021	322.73	388.75	711.48	327.53	263.67	591.20	120.28
2022	341.09	368.74	709.83	343.25	247.74	590.99	118.84
2023	362.08	347.59	709.67	358.97	231.06	590.03	119.64
2024	385.70	325.14	710.84	377.31	213.57	590.88	119.96
2025	409.31	300.85	710.16	393.03	195.28	588.31	121.85
2026	435.55	275.06	710.61	413.99	176.11	590.10	120.51
2027	464.41	247.62	712.03	434.95	155.95	590.90	121.13
2028	493.28	218.36	711.64	453.29	134.85	588.14	123.50
2029	524.76	187.28	712.04	476.88	112.76	589.64	122.40
2030	556.25	154.22	710.47	497.84	89.61	587.45	123.02
2031	592.98	119.18	712.16	521.42	65.40	586.82	125.34
2032	629.71	81.82	711.53	545.00	40.08	585.08	126.45
2033	669.07	42.15	711.22	571.20	13.57	584.77	126.45
<b>TOTALS</b>	<b>\$7,989.47</b>	<b>\$5,986.80</b>	<b>\$13,976.27</b>	<b>\$7,420.40</b>	<b>\$4,059.76</b>	<b>\$11,480.16</b>	<b>\$2,496.11</b>
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$2,496.11			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	126-220-01-0000	Remaining Assessment Lien:	\$10,711.51
Reassessment No:	1059	Estimated Reassessment:	<u>\$9,948.56</u>
Property Owner:	PHAM, TRUC	Estimated Lien Savings:	\$762.95

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$291.97	\$331.54	\$623.51	\$35.13	\$323.39	\$358.52	\$264.99
2015	306.04	647.02	953.06	333.73	462.96	796.69	156.37
2016	323.63	629.89	953.52	347.78	446.78	794.56	158.96
2017	341.22	611.44	952.66	365.34	429.84	795.18	157.48
2018	362.33	591.65	953.98	382.91	412.07	794.98	159.00
2019	383.43	570.27	953.70	400.47	393.46	793.93	159.77
2020	408.06	546.50	954.56	421.55	373.94	795.49	159.07
2021	432.68	521.20	953.88	439.11	353.50	792.61	161.27
2022	457.31	494.37	951.68	460.19	332.14	792.33	159.35
2023	485.45	466.02	951.47	481.27	309.78	791.05	160.42
2024	517.11	435.92	953.03	505.86	286.34	792.20	160.83
2025	548.77	403.34	952.11	526.94	261.81	788.75	163.36
2026	583.94	368.77	952.71	555.04	236.11	791.15	161.56
2027	622.64	331.98	954.62	583.14	209.08	792.22	162.40
2028	661.33	292.76	954.09	607.73	180.80	788.53	165.56
2029	703.55	251.09	954.64	639.35	151.18	790.53	164.11
2030	745.76	206.77	952.53	667.45	120.14	787.59	164.94
2031	795.01	159.79	954.80	699.07	87.69	786.76	168.04
2032	844.26	109.70	953.96	730.69	53.73	784.42	169.54
2033	897.02	56.51	953.53	765.81	18.19	784.00	169.53
<b>TOTALS</b>	<b>\$10,711.51</b>	<b>\$8,026.53</b>	<b>\$18,738.04</b>	<b>\$9,948.56</b>	<b>\$5,442.93</b>	<b>\$15,391.49</b>	<b>\$3,346.55</b>
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$3,346.55			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	126-250-01-0000	Remaining Assessment Lien:	\$10,711.80
Reassessment No:	1223	Estimated Reassessment:	<u>\$9,948.83</u>
Property Owner:	ARELLANO, HUMBERTO	Estimated Lien Savings:	\$762.97

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$291.98	\$331.55	\$623.53	\$35.13	\$323.40	\$358.53	\$265.00
2015	306.05	647.04	953.09	333.74	462.97	796.71	156.38
2016	323.64	629.90	953.54	347.79	446.79	794.58	158.96
2017	341.23	611.46	952.69	365.35	429.85	795.20	157.49
2018	362.34	591.66	954.00	382.92	412.08	795.00	159.00
2019	383.44	570.29	953.73	400.48	393.47	793.95	159.78
2020	408.07	546.51	954.58	421.56	373.95	795.51	159.07
2021	432.69	521.21	953.90	439.13	353.51	792.64	161.26
2022	457.32	494.39	951.71	460.20	332.15	792.35	159.36
2023	485.46	466.03	951.49	481.28	309.79	791.07	160.42
2024	517.12	435.93	953.05	505.87	286.35	792.22	160.83
2025	548.78	403.35	952.13	526.95	261.82	788.77	163.36
2026	583.96	368.78	952.74	555.05	236.12	791.17	161.57
2027	622.66	331.99	954.65	583.16	209.09	792.25	162.40
2028	661.35	292.76	954.11	607.75	180.80	788.55	165.56
2029	703.57	251.10	954.67	639.37	151.18	790.55	164.12
2030	745.78	206.77	952.55	667.47	120.14	787.61	164.94
2031	795.03	159.79	954.82	699.09	87.69	786.78	168.04
2032	844.28	109.70	953.98	730.71	53.73	784.44	169.54
2033	897.05	56.51	953.56	765.84	18.19	784.03	169.53
<b>TOTALS</b>	<b>\$10,711.80</b>	<b>\$8,026.72</b>	<b>\$18,738.52</b>	<b>\$9,948.84</b>	<b>\$5,443.07</b>	<b>\$15,391.91</b>	<b>\$3,346.61</b>
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$3,346.61			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	124-090-01-0000	Remaining Assessment Lien:	\$10,727.57
Reassessment No:	624	Estimated Reassessment:	\$9,963.47
Property Owner:	NGUYEN, GIANA	Estimated Lien Savings:	\$764.10

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$292.41	\$332.04	\$624.45	\$35.18	\$323.88	\$359.06	\$265.39
2015	306.50	647.99	954.49	334.23	463.66	797.89	156.60
2016	324.12	630.83	954.95	348.30	447.45	795.75	159.20
2017	341.73	612.36	954.09	365.89	430.48	796.37	157.72
2018	362.87	592.54	955.41	383.48	412.69	796.17	159.24
2019	384.01	571.13	955.14	401.07	394.05	795.12	160.02
2020	408.67	547.32	955.99	422.18	374.50	796.68	159.31
2021	433.33	521.98	955.31	439.77	354.03	793.80	161.51
2022	457.99	495.11	953.10	460.88	332.64	793.52	159.58
2023	486.18	466.72	952.90	481.99	310.25	792.24	160.66
2024	517.88	436.58	954.46	506.62	286.77	793.39	161.07
2025	549.59	403.95	953.54	527.73	262.20	789.93	163.61
2026	584.82	369.32	954.14	555.87	236.47	792.34	161.80
2027	623.57	332.48	956.05	584.02	209.39	793.41	162.64
2028	662.33	293.20	955.53	608.64	181.07	789.71	165.82
2029	704.60	251.47	956.07	640.31	151.40	791.71	164.36
2030	746.88	207.08	953.96	668.45	120.32	788.77	165.19
2031	796.20	160.03	956.23	700.12	87.82	787.94	168.29
2032	845.52	109.87	955.39	731.78	53.81	785.59	169.80
2033	898.37	56.60	954.97	766.96	18.22	785.18	169.79
<b>TOTALS</b>	<b>\$10,727.57</b>	<b>\$8,038.60</b>	<b>\$18,766.17</b>	<b>\$9,963.47</b>	<b>\$5,451.10</b>	<b>\$15,414.57</b>	<b>\$3,351.60</b>
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$3,351.60			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	124-310-01-0000	Remaining Assessment Lien:	\$10,746.94
Reassessment No:	733	Estimated Reassessment:	<u>\$9,981.45</u>
Property Owner:	JEGEDETTRAN, CAMLE THI	Estimated Lien Savings:	\$765.49

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$292.94	\$332.64	\$625.58	\$35.25	\$324.46	\$359.71	\$265.87
2015	307.06	649.16	956.22	334.83	464.49	799.32	156.90
2016	324.70	631.97	956.67	348.93	448.25	797.18	159.49
2017	342.35	613.46	955.81	366.55	431.26	797.81	158.00
2018	363.52	593.60	957.12	384.17	413.43	797.60	159.52
2019	384.70	572.16	956.86	401.80	394.76	796.56	160.30
2020	409.41	548.31	957.72	422.94	375.18	798.12	159.60
2021	434.11	522.92	957.03	440.57	354.67	795.24	161.79
2022	458.82	496.01	954.83	461.71	333.24	794.95	159.88
2023	487.05	467.56	954.61	482.86	310.81	793.67	160.94
2024	518.82	437.36	956.18	507.53	287.28	794.81	161.37
2025	550.58	404.68	955.26	528.68	262.67	791.35	163.91
2026	585.88	369.99	955.87	556.87	236.89	793.76	162.11
2027	624.70	333.08	957.78	585.07	209.77	794.84	162.94
2028	663.52	293.72	957.24	609.74	181.39	791.13	166.11
2029	705.87	251.92	957.79	641.46	151.68	793.14	164.65
2030	748.23	207.45	955.68	669.66	120.54	790.20	165.48
2031	797.64	160.31	957.95	701.38	87.98	789.36	168.59
2032	847.05	110.06	957.11	733.10	53.91	787.01	170.10
2033	899.99	56.70	956.69	768.35	18.25	786.60	170.09
<b>TOTALS</b>	<b>\$10,746.94</b>	<b>\$8,053.06</b>	<b>\$18,800.00</b>	<b>\$9,981.45</b>	<b>\$5,460.91</b>	<b>\$15,442.36</b>	<b>\$3,357.64</b>
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$3,357.64			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	124-040-01-0000	Remaining Assessment Lien:	\$10,748.74
Reassessment No:	391	Estimated Reassessment:	<u>\$9,983.13</u>
Property Owner:	DOUK, KY	Estimated Lien Savings:	\$765.61

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$292.99	\$332.69	\$625.68	\$35.25	\$324.52	\$359.77	\$265.91
2015	307.11	649.27	956.38	334.89	464.57	799.46	156.92
2016	324.76	632.08	956.84	348.99	448.33	797.32	159.52
2017	342.41	613.56	955.97	366.61	431.33	797.94	158.03
2018	363.59	593.70	957.29	384.24	413.50	797.74	159.55
2019	384.77	572.25	957.02	401.86	394.83	796.69	160.33
2020	409.48	548.40	957.88	423.01	375.24	798.25	159.63
2021	434.19	523.01	957.20	440.64	354.73	795.37	161.83
2022	458.90	496.09	954.99	461.79	333.30	795.09	159.90
2023	487.13	467.64	954.77	482.94	310.86	793.80	160.97
2024	518.90	437.44	956.34	507.62	287.33	794.95	161.39
2025	550.67	404.75	955.42	528.77	262.72	791.49	163.93
2026	585.97	370.05	956.02	556.97	236.93	793.90	162.12
2027	624.80	333.14	957.94	585.17	209.81	794.98	162.96
2028	663.63	293.77	957.40	609.85	181.42	791.27	166.13
2029	705.99	251.97	957.96	641.57	151.70	793.27	164.69
2030	748.35	207.49	955.84	669.77	120.56	790.33	165.51
2031	797.77	160.34	958.11	701.50	87.99	789.49	168.62
2032	847.19	110.08	957.27	733.22	53.92	787.14	170.13
2033	900.14	56.71	956.85	768.48	18.25	786.73	170.12
<b>TOTALS</b>	<b>\$10,748.74</b>	<b>\$8,054.43</b>	<b>\$18,803.17</b>	<b>\$9,983.14</b>	<b>\$5,461.84</b>	<b>\$15,444.98</b>	<b>\$3,358.19</b>
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$3,358.19			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	124-080-01-0000	Remaining Assessment Lien:	\$10,753.22
Reassessment No:	566	Estimated Reassessment:	<u>\$9,987.30</u>
Property Owner:	BERRY, IOLA E ETAL	Estimated Lien Savings:	\$765.92

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$293.11	\$332.83	\$625.94	\$35.27	\$324.65	\$359.92	\$266.02
2015	307.23	649.54	956.77	335.03	464.76	799.79	156.98
2016	324.89	632.34	957.23	349.13	448.52	797.65	159.58
2017	342.55	613.82	956.37	366.77	431.51	798.28	158.09
2018	363.74	593.95	957.69	384.40	413.67	798.07	159.62
2019	384.93	572.49	957.42	402.03	395.00	797.03	160.39
2020	409.65	548.63	958.28	423.19	375.40	798.59	159.69
2021	434.37	523.23	957.60	440.82	354.88	795.70	161.90
2022	459.09	496.30	955.39	461.98	333.43	795.41	159.98
2023	487.34	467.83	955.17	483.14	310.99	794.13	161.04
2024	519.12	437.62	956.74	507.83	287.45	795.28	161.46
2025	550.90	404.91	955.81	528.99	262.83	791.82	163.99
2026	586.22	370.21	956.43	557.20	237.03	794.23	162.20
2027	625.06	333.28	958.34	585.41	209.89	795.30	163.04
2028	663.91	293.90	957.81	610.10	181.50	791.60	166.21
2029	706.29	252.07	958.36	641.84	151.77	793.61	164.75
2030	748.66	207.57	956.23	670.05	120.61	790.66	165.57
2031	798.10	160.41	958.51	701.79	88.03	789.82	168.69
2032	847.54	110.13	957.67	733.53	53.94	787.47	170.20
2033	900.52	56.73	957.25	768.80	18.26	787.06	170.19
<b>TOTALS</b>	<b>\$10,753.22</b>	<b>\$8,057.79</b>	<b>\$18,811.01</b>	<b>\$9,987.30</b>	<b>\$5,464.12</b>	<b>\$15,451.42</b>	<b>\$3,359.59</b>
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$3,359.59			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.



**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	124-020-01-0000	Remaining Assessment Lien:	\$10,754.71
Reassessment No:	338	Estimated Reassessment:	<u>\$9,988.67</u>
Property Owner:	BORNEA, MARJO PENALOSA & JO ANN ROSE M	Estimated Lien Savings:	\$766.04

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$293.15	\$332.88	\$626.03	\$35.27	\$324.70	\$359.97	\$266.06
2015	307.28	649.63	956.91	335.07	464.83	799.90	157.01
2016	324.94	632.43	957.37	349.18	448.58	797.76	159.61
2017	342.60	613.90	956.50	366.82	431.57	798.39	158.11
2018	363.79	594.03	957.82	384.45	413.73	798.18	159.64
2019	384.98	572.57	957.55	402.09	395.05	797.14	160.41
2020	409.70	548.70	958.40	423.25	375.45	798.70	159.70
2021	434.43	523.30	957.73	440.88	354.92	795.80	161.93
2022	459.15	496.37	955.52	462.05	333.48	795.53	159.99
2023	487.41	467.90	955.31	483.21	311.03	794.24	161.07
2024	519.19	437.68	956.87	507.90	287.49	795.39	161.48
2025	550.98	404.97	955.95	529.06	262.86	791.92	164.03
2026	586.30	370.26	956.56	557.28	237.06	794.34	162.22
2027	625.15	333.32	958.47	585.49	209.92	795.41	163.06
2028	664.00	293.94	957.94	610.18	181.53	791.71	166.23
2029	706.38	252.10	958.48	641.93	151.79	793.72	164.76
2030	748.77	207.60	956.37	670.14	120.63	790.77	165.60
2031	798.21	160.43	958.64	701.89	88.04	789.93	168.71
2032	847.66	110.14	957.80	733.63	53.95	787.58	170.22
2033	900.64	56.74	957.38	768.90	18.26	787.16	170.22
<b>TOTALS</b>	<b>\$10,754.71</b>	<b>\$8,058.89</b>	<b>\$18,813.60</b>	<b>\$9,988.67</b>	<b>\$5,464.87</b>	<b>\$15,453.54</b>	<b>\$3,360.06</b>
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$3,360.06			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	124-350-01-0000	Remaining Assessment Lien:	\$10,908.36
Reassessment No:	1000	Estimated Reassessment:	\$10,131.37
Property Owner:	RODRIGUEZ, MARY R ETAL	Estimated Lien Savings:	\$776.99

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$297.34	\$337.63	\$634.97	\$35.77	\$329.33	\$365.10	\$269.87
2015	311.67	658.91	970.58	339.86	471.47	811.33	159.25
2016	329.58	641.46	971.04	354.17	454.99	809.16	161.88
2017	347.49	622.67	970.16	372.06	437.74	809.80	160.36
2018	368.99	602.52	971.51	389.94	419.64	809.58	161.93
2019	390.48	580.75	971.23	407.83	400.69	808.52	162.71
2020	415.56	556.54	972.10	429.30	380.81	810.11	161.99
2021	440.63	530.78	971.41	447.18	360.00	807.18	164.23
2022	465.71	503.46	969.17	468.65	338.24	806.89	162.28
2023	494.37	474.58	968.95	490.11	315.47	805.58	163.37
2024	526.61	443.93	970.54	515.15	291.60	806.75	163.79
2025	558.85	410.76	969.61	536.62	266.62	803.24	166.37
2026	594.67	375.55	970.22	565.24	240.45	805.69	164.53
2027	634.08	338.08	972.16	593.86	212.92	806.78	165.38
2028	673.49	298.14	971.63	618.90	184.12	803.02	168.61
2029	716.48	255.71	972.19	651.10	153.96	805.06	167.13
2030	759.46	210.57	970.03	679.72	122.35	802.07	167.96
2031	809.62	162.72	972.34	711.91	89.30	801.21	171.13
2032	859.77	111.72	971.49	744.11	54.72	798.83	172.66
2033	913.51	57.55	971.06	779.89	18.52	798.41	172.65
<b>TOTALS</b>	<b>\$10,908.36</b>	<b>\$8,174.03</b>	<b>\$19,082.39</b>	<b>\$10,131.37</b>	<b>\$5,542.94</b>	<b>\$15,674.31</b>	<b>\$3,408.08</b>
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$3,408.08			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	124-290-22-0000	Remaining Assessment Lien:	\$10,980.28
Reassessment No:	729	Estimated Reassessment:	\$10,198.17
Property Owner:	LEGACY PARK APARTMENT ASSOC LLC	Estimated Lien Savings:	\$782.11

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$299.30	\$339.86	\$639.16	\$36.01	\$331.51	\$367.52	\$271.64
2015	313.72	663.26	976.98	342.10	474.58	816.68	160.30
2016	331.75	645.69	977.44	356.50	457.99	814.49	162.95
2017	349.78	626.78	976.56	374.51	440.62	815.13	161.43
2018	371.42	606.49	977.91	392.51	422.41	814.92	162.99
2019	393.05	584.58	977.63	410.52	403.34	813.86	163.77
2020	418.30	560.21	978.51	432.13	383.32	815.45	163.06
2021	443.54	534.28	977.82	450.13	362.37	812.50	165.32
2022	468.78	506.78	975.56	471.74	340.47	812.21	163.35
2023	497.63	477.71	975.34	493.34	317.55	810.89	164.45
2024	530.08	446.86	976.94	518.55	293.52	812.07	164.87
2025	562.54	413.46	976.00	540.16	268.38	808.54	167.46
2026	598.60	378.02	976.62	568.97	242.04	811.01	165.61
2027	638.26	340.31	978.57	597.77	214.33	812.10	166.47
2028	677.93	300.10	978.03	622.98	185.33	808.31	169.72
2029	721.20	257.39	978.59	655.39	154.97	810.36	168.23
2030	764.47	211.96	976.43	684.20	123.16	807.36	169.07
2031	814.96	163.80	978.76	716.61	89.89	806.50	172.26
2032	865.44	112.45	977.89	749.02	55.08	804.10	173.79
2033	919.53	57.93	977.46	785.03	18.64	803.67	173.79
<b>TOTALS</b>	<b>\$10,980.28</b>	<b>\$8,227.92</b>	<b>\$19,208.20</b>	<b>\$10,198.17</b>	<b>\$5,579.50</b>	<b>\$15,777.67</b>	<b>\$3,430.53</b>
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$3,430.53			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	124-290-24-0000	Remaining Assessment Lien:	\$27,028.37
Reassessment No:	731	Estimated Reassessment:	\$25,103.20
Property Owner:	MORADA CROSSING APARTMENT ASSOC LLC	Estimated Lien Savings:	\$1,925.17

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$736.73	\$836.58	\$1,573.31	\$88.64	\$816.02	\$904.66	\$668.65
2015	772.24	1,632.64	2,404.88	842.09	1,168.19	2,010.28	394.60
2016	816.62	1,589.39	2,406.01	877.55	1,127.35	2,004.90	401.11
2017	861.00	1,542.84	2,403.84	921.87	1,084.61	2,006.48	397.36
2018	914.26	1,492.91	2,407.17	966.19	1,039.77	2,005.96	401.21
2019	967.52	1,438.97	2,406.49	1,010.51	992.83	2,003.34	403.15
2020	1,029.65	1,378.98	2,408.63	1,063.69	943.56	2,007.25	401.38
2021	1,091.79	1,315.14	2,406.93	1,108.02	891.99	2,000.01	406.92
2022	1,153.92	1,247.45	2,401.37	1,161.20	838.09	1,999.29	402.08
2023	1,224.93	1,175.91	2,400.84	1,214.39	781.67	1,996.06	404.78
2024	1,304.82	1,099.96	2,404.78	1,276.43	722.51	1,998.94	405.84
2025	1,384.70	1,017.76	2,402.46	1,329.62	660.62	1,990.24	412.22
2026	1,473.47	930.52	2,403.99	1,400.53	595.78	1,996.31	407.68
2027	1,571.11	837.69	2,408.80	1,471.44	527.57	1,999.01	409.79
2028	1,668.75	738.71	2,407.46	1,533.49	456.20	1,989.69	417.77
2029	1,775.26	633.58	2,408.84	1,613.27	381.47	1,994.74	414.10
2030	1,881.78	521.74	2,403.52	1,684.18	303.15	1,987.33	416.19
2031	2,006.05	403.19	2,409.24	1,763.96	221.26	1,985.22	424.02
2032	2,130.31	276.81	2,407.12	1,843.74	135.58	1,979.32	427.80
2033	2,263.46	142.60	2,406.06	1,932.38	45.89	1,978.27	427.79
<b>TOTALS</b>	<b>\$27,028.37</b>	<b>\$20,253.37</b>	<b>\$47,281.74</b>	<b>\$25,103.19</b>	<b>\$13,734.11</b>	<b>\$38,837.30</b>	<b>\$8,444.44</b>
Prepared By: Willdan Financial Services April 2014				TOTAL SAVINGS \$8,444.44			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	124-290-25-0000	Remaining Assessment Lien:	\$33,679.87
Reassessment No:	732	Estimated Reassessment:	\$31,280.94
Property Owner:	MORADA CROSSING APARTMENT ASSOC LLC	Estimated Lien Savings:	\$2,398.93

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$918.04	\$1,042.46	\$1,960.50	\$110.46	\$1,016.83	\$1,127.29	\$833.21
2015	962.28	2,034.42	2,996.70	1,049.33	1,455.68	2,505.01	491.69
2016	1,017.59	1,980.53	2,998.12	1,093.51	1,404.78	2,498.29	499.83
2017	1,072.89	1,922.53	2,995.42	1,148.74	1,351.53	2,500.27	495.15
2018	1,139.25	1,860.30	2,999.55	1,203.96	1,295.65	2,499.61	499.94
2019	1,205.62	1,793.09	2,998.71	1,259.19	1,237.15	2,496.34	502.37
2020	1,283.04	1,718.34	3,001.38	1,325.46	1,175.77	2,501.23	500.15
2021	1,360.47	1,638.79	2,999.26	1,380.69	1,111.50	2,492.19	507.07
2022	1,437.89	1,554.44	2,992.33	1,446.96	1,044.34	2,491.30	501.03
2023	1,526.38	1,465.29	2,991.67	1,513.24	974.04	2,487.28	504.39
2024	1,625.92	1,370.65	2,996.57	1,590.56	900.32	2,490.88	505.69
2025	1,725.47	1,268.22	2,993.69	1,656.83	823.20	2,480.03	513.66
2026	1,836.08	1,159.52	2,995.60	1,745.19	742.40	2,487.59	508.01
2027	1,957.75	1,043.84	3,001.59	1,833.56	657.40	2,490.96	510.63
2028	2,079.41	920.51	2,999.92	1,910.88	568.47	2,479.35	520.57
2029	2,212.14	789.50	3,001.64	2,010.29	475.34	2,485.63	516.01
2030	2,344.87	650.14	2,995.01	2,098.65	377.76	2,476.41	518.60
2031	2,499.72	502.41	3,002.13	2,198.06	275.71	2,473.77	528.36
2032	2,654.57	344.93	2,999.50	2,297.47	168.94	2,466.41	533.09
2033	2,820.49	177.69	2,998.18	2,407.93	57.19	2,465.12	533.06
<b>TOTALS</b>	<b>\$33,679.87</b>	<b>\$25,237.60</b>	<b>\$58,917.47</b>	<b>\$31,280.96</b>	<b>\$17,114.00</b>	<b>\$48,394.96</b>	<b>\$10,522.51</b>
Prepared By: Willdan Financial Services April 2014				TOTAL SAVINGS \$10,522.51			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	124-290-23-0000	Remaining Assessment Lien:	\$37,797.48
Reassessment No:	730	Estimated Reassessment:	<u>\$35,105.25</u>
Property Owner:	MORADA CROSSING APARTMENT ASSOC LLC	Estimated Lien Savings:	\$2,692.23

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$1,030.28	\$1,169.90	\$2,200.18	\$123.96	\$1,141.15	\$1,265.11	\$935.07
2015	1,079.93	2,283.14	3,363.07	1,177.61	1,633.64	2,811.25	551.82
2016	1,141.99	2,222.66	3,364.65	1,227.20	1,576.53	2,803.73	560.92
2017	1,204.06	2,157.57	3,361.63	1,289.18	1,516.76	2,805.94	555.69
2018	1,278.54	2,087.74	3,366.28	1,351.16	1,454.06	2,805.22	561.06
2019	1,353.01	2,012.30	3,365.31	1,413.14	1,388.41	2,801.55	563.76
2020	1,439.90	1,928.42	3,368.32	1,487.51	1,319.51	2,807.02	561.30
2021	1,526.79	1,839.14	3,365.93	1,549.49	1,247.39	2,796.88	569.05
2022	1,613.69	1,744.48	3,358.17	1,623.87	1,172.02	2,795.89	562.28
2023	1,712.99	1,644.43	3,357.42	1,698.24	1,093.12	2,791.36	566.06
2024	1,824.71	1,538.23	3,362.94	1,785.01	1,010.39	2,795.40	567.54
2025	1,936.42	1,423.27	3,359.69	1,859.39	923.84	2,783.23	576.46
2026	2,060.55	1,301.28	3,361.83	1,958.56	833.16	2,791.72	570.11
2027	2,197.09	1,171.46	3,368.55	2,057.72	737.77	2,795.49	573.06
2028	2,333.64	1,033.04	3,366.68	2,144.49	637.97	2,782.46	584.22
2029	2,482.59	886.02	3,368.61	2,256.06	533.46	2,789.52	579.09
2030	2,631.55	729.62	3,361.17	2,355.23	423.94	2,779.17	582.00
2031	2,805.33	563.83	3,369.16	2,466.79	309.42	2,776.21	592.95
2032	2,979.11	387.10	3,366.21	2,578.35	189.60	2,767.95	598.26
2033	3,165.31	199.41	3,364.72	2,702.31	64.18	2,766.49	598.23
<b>TOTALS</b>	<b>\$37,797.48</b>	<b>\$28,323.04</b>	<b>\$66,120.52</b>	<b>\$35,105.27</b>	<b>\$19,206.32</b>	<b>\$54,311.59</b>	<b>\$11,808.93</b>
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$11,808.93			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	124-290-19-0000	Remaining Assessment Lien:	\$50,062.90
Reassessment No:	726	Estimated Reassessment:	<u>\$46,497.05</u>
Property Owner:	ROIC CALIFORNIA LLC	Estimated Lien Savings:	\$3,565.85

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$1,364.60	\$1,549.54	\$2,914.14	\$164.18	\$1,511.45	\$1,675.63	\$1,238.51
2015	1,430.37	3,024.03	4,454.40	1,559.75	2,163.77	3,723.52	730.88
2016	1,512.57	2,943.93	4,456.50	1,625.43	2,088.12	3,713.55	742.95
2017	1,594.78	2,857.71	4,452.49	1,707.52	2,008.96	3,716.48	736.01
2018	1,693.42	2,765.22	4,458.64	1,789.61	1,925.90	3,715.51	743.13
2019	1,792.07	2,665.30	4,457.37	1,871.70	1,838.95	3,710.65	746.72
2020	1,907.16	2,554.19	4,461.35	1,970.21	1,747.70	3,717.91	743.44
2021	2,022.25	2,435.95	4,458.20	2,052.31	1,652.17	3,704.48	753.72
2022	2,137.33	2,310.57	4,447.90	2,150.82	1,552.34	3,703.16	744.74
2023	2,268.86	2,178.06	4,446.92	2,249.33	1,447.84	3,697.17	749.75
2024	2,416.83	2,037.39	4,454.22	2,364.26	1,338.27	3,702.53	751.69
2025	2,564.80	1,885.13	4,449.93	2,462.77	1,223.63	3,686.40	763.53
2026	2,729.21	1,723.54	4,452.75	2,594.12	1,103.53	3,697.65	755.10
2027	2,910.06	1,551.60	4,461.66	2,725.46	977.19	3,702.65	759.01
2028	3,090.91	1,368.27	4,459.18	2,840.39	845.00	3,685.39	773.79
2029	3,288.20	1,173.54	4,461.74	2,988.16	706.57	3,694.73	767.01
2030	3,485.50	966.39	4,451.89	3,119.51	561.51	3,681.02	770.87
2031	3,715.67	746.80	4,462.47	3,267.27	409.83	3,677.10	785.37
2032	3,945.84	512.71	4,458.55	3,415.04	251.12	3,666.16	792.39
2033	4,192.47	264.12	4,456.59	3,579.22	85.01	3,664.23	792.36
<b>TOTALS</b>	<b>\$50,062.90</b>	<b>\$37,513.99</b>	<b>\$87,576.89</b>	<b>\$46,497.06</b>	<b>\$25,438.86</b>	<b>\$71,935.92</b>	<b>\$15,640.97</b>
Prepared By: Willdan Financial Services      April 2014				TOTAL SAVINGS      \$15,640.97			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.



**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	124-290-20-0000	Remaining Assessment Lien:	\$51,105.91
Reassessment No:	727	Estimated Reassessment:	\$47,465.75
Property Owner:	CHEEMA, JASBIR S & TARENJIT KAUR	Estimated Lien Savings:	\$3,640.16

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$1,393.03	\$1,581.82	\$2,974.85	\$167.61	\$1,542.94	\$1,710.55	\$1,264.30
2015	1,460.17	3,087.03	4,547.20	1,592.25	2,208.85	3,801.10	746.10
2016	1,544.09	3,005.26	4,549.35	1,659.29	2,131.62	3,790.91	758.44
2017	1,628.00	2,917.25	4,545.25	1,743.09	2,050.82	3,793.91	751.34
2018	1,728.71	2,822.82	4,551.53	1,826.90	1,966.03	3,792.93	758.60
2019	1,829.41	2,720.83	4,550.24	1,910.70	1,877.26	3,787.96	762.28
2020	1,946.89	2,607.41	4,554.30	2,011.26	1,784.11	3,795.37	758.93
2021	2,064.38	2,486.70	4,551.08	2,095.06	1,686.59	3,781.65	769.43
2022	2,181.86	2,358.71	4,540.57	2,195.63	1,584.68	3,780.31	760.26
2023	2,316.13	2,223.43	4,539.56	2,296.19	1,478.00	3,774.19	765.37
2024	2,467.18	2,079.83	4,547.01	2,413.51	1,366.15	3,779.66	767.35
2025	2,618.23	1,924.40	4,542.63	2,514.08	1,249.12	3,763.20	779.43
2026	2,786.07	1,759.45	4,545.52	2,648.16	1,126.52	3,774.68	770.84
2027	2,970.69	1,583.93	4,554.62	2,782.24	997.54	3,779.78	774.84
2028	3,155.31	1,396.78	4,552.09	2,899.57	862.60	3,762.17	789.92
2029	3,356.71	1,197.99	4,554.70	3,050.41	721.29	3,771.70	783.00
2030	3,558.11	986.52	4,544.63	3,184.50	573.21	3,757.71	786.92
2031	3,793.08	762.36	4,555.44	3,335.34	418.36	3,753.70	801.74
2032	4,028.05	523.39	4,551.44	3,486.19	256.35	3,742.54	808.90
2033	4,279.81	269.63	4,549.44	3,653.79	86.78	3,740.57	808.87
<b>TOTALS</b>	<b>\$51,105.91</b>	<b>\$38,295.54</b>	<b>\$89,401.45</b>	<b>\$47,465.77</b>	<b>\$25,968.82</b>	<b>\$73,434.59</b>	<b>\$15,966.86</b>
Prepared By: Willdan Financial Services      April 2014				TOTAL SAVINGS      \$15,966.86			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	124-290-16-0000	Remaining Assessment Lien:	\$77,180.39
Reassessment No:	723	Estimated Reassessment:	\$71,683.00
Property Owner:	ROIC CALIFORNIA LLC	Estimated Lien Savings:	\$5,497.39

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$2,103.77	\$2,388.88	\$4,492.65	\$253.12	\$2,330.16	\$2,583.28	\$1,909.37
2015	2,205.15	4,662.05	6,867.20	2,404.62	3,335.81	5,740.43	1,126.77
2016	2,331.89	4,538.56	6,870.45	2,505.87	3,219.19	5,725.06	1,145.39
2017	2,458.62	4,405.64	6,864.26	2,632.43	3,097.15	5,729.58	1,134.68
2018	2,610.70	4,263.04	6,873.74	2,758.99	2,969.11	5,728.10	1,145.64
2019	2,762.78	4,109.01	6,871.79	2,885.54	2,835.05	5,720.59	1,151.20
2020	2,940.20	3,937.72	6,877.92	3,037.42	2,694.38	5,731.80	1,146.12
2021	3,117.63	3,755.43	6,873.06	3,163.97	2,547.09	5,711.06	1,162.00
2022	3,295.06	3,562.13	6,857.19	3,315.84	2,393.20	5,709.04	1,148.15
2023	3,497.83	3,357.84	6,855.67	3,467.72	2,232.09	5,699.81	1,155.86
2024	3,725.95	3,140.97	6,866.92	3,644.90	2,063.16	5,708.06	1,158.86
2025	3,954.07	2,906.24	6,860.31	3,796.77	1,886.42	5,683.19	1,177.12
2026	4,207.53	2,657.13	6,864.66	3,999.26	1,701.27	5,700.53	1,164.13
2027	4,486.35	2,392.06	6,878.41	4,201.76	1,506.49	5,708.25	1,170.16
2028	4,765.16	2,109.42	6,874.58	4,378.94	1,302.70	5,681.64	1,192.94
2029	5,069.32	1,809.21	6,878.53	4,606.75	1,089.29	5,696.04	1,182.49
2030	5,373.48	1,489.85	6,863.33	4,809.24	865.66	5,674.90	1,188.43
2031	5,728.33	1,151.32	6,879.65	5,037.05	631.81	5,668.86	1,210.79
2032	6,083.18	790.43	6,873.61	5,264.85	387.14	5,651.99	1,221.62
2033	6,463.39	407.19	6,870.58	5,517.97	131.05	5,649.02	1,221.56
<b>TOTALS</b>	<b>\$77,180.39</b>	<b>\$57,834.12</b>	<b>\$135,014.51</b>	<b>\$71,683.01</b>	<b>\$39,218.22</b>	<b>\$110,901.23</b>	<b>\$24,113.28</b>
Prepared By: Willdan Financial Services      April 2014				TOTAL SAVINGS      \$24,113.28			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	122-090-33-0000	Remaining Assessment Lien:	\$85,205.43
Reassessment No:	272	Estimated Reassessment:	\$79,136.45
Property Owner:	LODI UNIFIED SCHOOL DIST	Estimated Lien Savings:	\$6,068.98

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$2,322.51	\$2,637.27	\$4,959.78	\$279.44	\$2,572.44	\$2,851.88	\$2,107.90
2015	2,434.44	5,146.80	7,581.24	2,654.65	3,682.66	6,337.31	1,243.93
2016	2,574.35	5,010.47	7,584.82	2,766.42	3,553.91	6,320.33	1,264.49
2017	2,714.26	4,863.73	7,577.99	2,906.14	3,419.19	6,325.33	1,252.66
2018	2,882.15	4,706.31	7,588.46	3,045.86	3,277.83	6,323.69	1,264.77
2019	3,050.05	4,536.26	7,586.31	3,185.58	3,129.83	6,315.41	1,270.90
2020	3,245.92	4,347.16	7,593.08	3,353.24	2,974.53	6,327.77	1,265.31
2021	3,441.80	4,145.91	7,587.71	3,492.96	2,811.94	6,304.90	1,282.81
2022	3,637.67	3,932.52	7,570.19	3,660.62	2,642.04	6,302.66	1,267.53
2023	3,861.53	3,706.98	7,568.51	3,828.28	2,464.18	6,292.46	1,276.05
2024	4,113.37	3,467.57	7,580.94	4,023.89	2,277.69	6,301.58	1,279.36
2025	4,365.20	3,208.42	7,573.62	4,191.55	2,082.57	6,274.12	1,299.50
2026	4,645.02	2,933.42	7,578.44	4,415.10	1,878.16	6,293.26	1,285.18
2027	4,952.83	2,640.78	7,593.61	4,638.65	1,663.14	6,301.79	1,291.82
2028	5,260.63	2,328.75	7,589.38	4,834.25	1,438.16	6,272.41	1,316.97
2029	5,596.41	1,997.33	7,593.74	5,085.75	1,202.56	6,288.31	1,305.43
2030	5,932.20	1,644.76	7,576.96	5,309.30	955.67	6,264.97	1,311.99
2031	6,323.95	1,271.03	7,594.98	5,560.79	697.51	6,258.30	1,336.68
2032	6,715.70	872.62	7,588.32	5,812.28	427.40	6,239.68	1,348.64
2033	7,135.44	449.53	7,584.97	6,091.72	144.68	6,236.40	1,348.57
<b>TOTALS</b>	<b>\$85,205.43</b>	<b>\$63,847.62</b>	<b>\$149,053.05</b>	<b>\$79,136.47</b>	<b>\$43,296.09</b>	<b>\$122,432.56</b>	<b>\$26,620.49</b>
Prepared By: Willdan Financial Services      April 2014				TOTAL SAVINGS      \$26,620.49			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	124-290-17-0000	Remaining Assessment Lien:	\$94,910.98
Reassessment No:	724	Estimated Reassessment:	<u>\$88,150.70</u>
Property Owner:	ROIC CALIFORNIA LLC	Estimated Lien Savings:	\$6,760.28

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$2,587.06	\$2,937.67	\$5,524.73	\$311.27	\$2,865.46	\$3,176.73	\$2,348.00
2015	2,711.74	5,733.06	8,444.80	2,957.03	4,102.14	7,059.17	1,385.63
2016	2,867.59	5,581.20	8,448.79	3,081.54	3,958.73	7,040.27	1,408.52
2017	3,023.44	5,417.75	8,441.19	3,237.17	3,808.66	7,045.83	1,395.36
2018	3,210.45	5,242.39	8,452.84	3,392.81	3,651.20	7,044.01	1,408.83
2019	3,397.47	5,052.97	8,450.44	3,548.44	3,486.34	7,034.78	1,415.66
2020	3,615.66	4,842.33	8,457.99	3,735.20	3,313.36	7,048.56	1,409.43
2021	3,833.84	4,618.16	8,452.00	3,890.83	3,132.24	7,023.07	1,428.93
2022	4,052.03	4,380.46	8,432.49	4,077.59	2,942.99	7,020.58	1,411.91
2023	4,301.38	4,129.23	8,430.61	4,264.35	2,744.87	7,009.22	1,421.39
2024	4,581.91	3,862.55	8,444.46	4,482.24	2,537.13	7,019.37	1,425.09
2025	4,862.43	3,573.89	8,436.32	4,669.00	2,319.79	6,988.79	1,447.53
2026	5,174.13	3,267.56	8,441.69	4,918.01	2,092.10	7,010.11	1,431.58
2027	5,516.99	2,941.59	8,458.58	5,167.03	1,852.58	7,019.61	1,438.97
2028	5,859.86	2,594.01	8,453.87	5,384.91	1,601.97	6,986.88	1,466.99
2029	6,233.89	2,224.84	8,458.73	5,665.05	1,339.54	7,004.59	1,454.14
2030	6,607.92	1,832.11	8,440.03	5,914.07	1,064.53	6,978.60	1,461.43
2031	7,044.30	1,415.81	8,460.11	6,194.21	776.96	6,971.17	1,488.94
2032	7,480.67	972.02	8,452.69	6,474.35	476.08	6,950.43	1,502.26
2033	7,948.22	500.74	8,448.96	6,785.61	161.16	6,946.77	1,502.19
<b>TOTALS</b>	<b>\$94,910.98</b>	<b>\$71,120.34</b>	<b>\$166,031.32</b>	<b>\$88,150.71</b>	<b>\$48,227.83</b>	<b>\$136,378.54</b>	<b>\$29,652.78</b>
Prepared By: Willdan Financial Services      April 2014				TOTAL SAVINGS      \$29,652.78			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	124-290-15-0000	Remaining Assessment Lien:	\$118,899.49
Reassessment No:	722	Estimated Reassessment:	<u>\$110,430.55</u>
Property Owner:	ROIC CALIFORNIA LLC	Estimated Lien Savings:	\$8,468.94

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$3,240.94	\$3,680.16	\$6,921.10	\$389.94	\$3,589.70	\$3,979.64	\$2,941.46
2015	3,397.13	7,182.07	10,579.20	3,704.41	5,138.95	8,843.36	1,735.84
2016	3,592.36	6,991.83	10,584.19	3,860.39	4,959.29	8,819.68	1,764.51
2017	3,787.60	6,787.07	10,574.67	4,055.36	4,771.29	8,826.65	1,748.02
2018	4,021.89	6,567.39	10,589.28	4,250.33	4,574.03	8,824.36	1,764.92
2019	4,256.17	6,330.10	10,586.27	4,445.30	4,367.50	8,812.80	1,773.47
2020	4,529.50	6,066.22	10,595.72	4,679.26	4,150.80	8,830.06	1,765.66
2021	4,802.84	5,785.39	10,588.23	4,874.23	3,923.90	8,798.13	1,790.10
2022	5,076.17	5,487.61	10,563.78	5,108.19	3,686.82	8,795.01	1,768.77
2023	5,388.55	5,172.89	10,561.44	5,342.16	3,438.62	8,780.78	1,780.66
2024	5,739.97	4,838.80	10,578.77	5,615.11	3,178.39	8,793.50	1,785.27
2025	6,091.40	4,477.18	10,568.58	5,849.08	2,906.11	8,755.19	1,813.39
2026	6,481.88	4,093.42	10,575.30	6,161.03	2,620.87	8,781.90	1,793.40
2027	6,911.40	3,685.06	10,596.46	6,472.98	2,320.82	8,793.80	1,802.66
2028	7,340.92	3,249.65	10,590.57	6,745.93	2,006.87	8,752.80	1,837.77
2029	7,809.49	2,787.17	10,596.66	7,096.88	1,678.10	8,774.98	1,821.68
2030	8,278.06	2,295.17	10,573.23	7,408.83	1,333.59	8,742.42	1,830.81
2031	8,824.72	1,773.65	10,598.37	7,759.77	973.33	8,733.10	1,865.27
2032	9,371.39	1,217.69	10,589.08	8,110.72	596.41	8,707.13	1,881.95
2033	9,957.11	627.30	10,584.41	8,500.66	201.89	8,702.55	1,881.86
<b>TOTALS</b>	<b>\$118,899.49</b>	<b>\$89,095.82</b>	<b>\$207,995.31</b>	<b>\$110,430.56</b>	<b>\$60,417.28</b>	<b>\$170,847.84</b>	<b>\$37,147.47</b>
Prepared By: Willdan Financial Services      April 2014				TOTAL SAVINGS      \$37,147.47			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	124-290-21-0000	Remaining Assessment Lien:	\$122,577.87
Reassessment No:	728	Estimated Reassessment:	<u>\$113,846.95</u>
Property Owner:	LEGACY PARK APARTMENT ASSOC LLC	Estimated Lien Savings:	\$8,730.92

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$3,341.20	\$3,794.02	\$7,135.22	\$402.00	\$3,700.76	\$4,102.76	\$3,032.46
2015	3,502.22	7,404.27	10,906.49	3,819.02	5,297.93	9,116.95	1,789.54
2016	3,703.50	7,208.14	10,911.64	3,979.82	5,112.71	9,092.53	1,819.11
2017	3,904.78	6,997.04	10,901.82	4,180.82	4,918.90	9,099.72	1,802.10
2018	4,146.31	6,770.57	10,916.88	4,381.82	4,715.53	9,097.35	1,819.53
2019	4,387.84	6,525.93	10,913.77	4,582.82	4,502.62	9,085.44	1,828.33
2020	4,669.63	6,253.89	10,923.52	4,824.02	4,279.21	9,103.23	1,820.29
2021	4,951.42	5,964.37	10,915.79	5,025.02	4,045.30	9,070.32	1,845.47
2022	5,233.21	5,657.38	10,890.59	5,266.23	3,800.88	9,067.11	1,823.48
2023	5,555.25	5,332.92	10,888.17	5,507.43	3,545.00	9,052.43	1,835.74
2024	5,917.55	4,988.50	10,906.05	5,788.83	3,276.72	9,065.55	1,840.50
2025	6,279.85	4,615.69	10,895.54	6,030.03	2,996.02	9,026.05	1,869.49
2026	6,682.41	4,220.06	10,902.47	6,351.63	2,701.96	9,053.59	1,848.88
2027	7,125.22	3,799.07	10,924.29	6,673.23	2,392.62	9,065.85	1,858.44
2028	7,568.03	3,350.18	10,918.21	6,954.63	2,068.95	9,023.58	1,894.63
2029	8,051.09	2,873.39	10,924.48	7,316.44	1,730.02	9,046.46	1,878.02
2030	8,534.16	2,366.18	10,900.34	7,638.04	1,374.85	9,012.89	1,887.45
2031	9,097.73	1,828.52	10,926.25	7,999.84	1,003.45	9,003.29	1,922.96
2032	9,661.31	1,255.37	10,916.68	8,361.64	614.86	8,976.50	1,940.18
2033	10,265.16	646.70	10,911.86	8,763.64	208.14	8,971.78	1,940.08
<b>TOTALS</b>	<b>\$122,577.87</b>	<b>\$91,852.19</b>	<b>\$214,430.06</b>	<b>\$113,846.95</b>	<b>\$62,286.43</b>	<b>\$176,133.38</b>	<b>\$38,296.68</b>
Prepared By: Willdan Financial Services      April 2014				TOTAL SAVINGS      \$38,296.68			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	124-290-18-0000	Remaining Assessment Lien:	\$142,887.97
Reassessment No:	725	Estimated Reassessment:	<u>\$132,710.40</u>
Property Owner:	ROIC CALIFORNIA LLC	Estimated Lien Savings:	\$10,177.57

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$3,894.81	\$4,422.65	\$8,317.46	\$468.61	\$4,313.94	\$4,782.55	\$3,534.91
2015	4,082.51	8,631.09	12,713.60	4,451.80	6,175.75	10,627.55	2,086.05
2016	4,317.14	8,402.47	12,719.61	4,639.24	5,959.84	10,599.08	2,120.53
2017	4,551.77	8,156.39	12,708.16	4,873.55	5,733.91	10,607.46	2,100.70
2018	4,833.32	7,892.39	12,725.71	5,107.85	5,496.86	10,604.71	2,121.00
2019	5,114.87	7,607.22	12,722.09	5,342.16	5,248.67	10,590.83	2,131.26
2020	5,443.35	7,290.10	12,733.45	5,623.32	4,988.24	10,611.56	2,121.89
2021	5,771.83	6,952.61	12,724.44	5,857.63	4,715.57	10,573.20	2,151.24
2022	6,100.31	6,594.76	12,695.07	6,138.79	4,430.65	10,569.44	2,125.63
2023	6,475.71	6,216.54	12,692.25	6,419.96	4,132.38	10,552.34	2,139.91
2024	6,898.04	5,815.05	12,713.09	6,747.99	3,819.64	10,567.63	2,145.46
2025	7,320.37	5,380.47	12,700.84	7,029.15	3,492.43	10,521.58	2,179.26
2026	7,789.62	4,919.29	12,708.91	7,404.04	3,149.65	10,553.69	2,155.22
2027	8,305.80	4,428.54	12,734.34	7,778.93	2,789.05	10,567.98	2,166.36
2028	8,821.98	3,905.28	12,727.26	8,106.96	2,411.76	10,518.72	2,208.54
2029	9,385.09	3,349.49	12,734.58	8,528.71	2,016.66	10,545.37	2,189.21
2030	9,948.19	2,758.23	12,706.42	8,903.59	1,602.65	10,506.24	2,200.18
2031	10,605.15	2,131.49	12,736.64	9,325.34	1,169.71	10,495.05	2,241.59
2032	11,262.10	1,463.37	12,725.47	9,747.09	716.74	10,463.83	2,261.64
2033	11,966.01	753.86	12,719.87	10,215.70	242.62	10,458.32	2,261.55
<b>TOTALS</b>	<b>\$142,887.97</b>	<b>\$107,071.29</b>	<b>\$249,959.26</b>	<b>\$132,710.41</b>	<b>\$72,606.72</b>	<b>\$205,317.13</b>	<b>\$44,642.13</b>
Prepared By: Willdan Financial Services      April 2014				TOTAL SAVINGS      \$44,642.13			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.



**City of Stockton**  
**Reassessment District No. 2003-02**

**Summary**

Assessor's Parcel No:	124-290-14-0000	Remaining Assessment Lien:	\$667,505.78
Reassessment No:	721	Estimated Reassessment:	<u>\$619,960.93</u>
Property Owner:	ROIC CALIFORNIA LLC	Estimated Lien Savings:	<u>\$47,544.85</u>

AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$18,194.74	\$20,660.56	\$38,855.30	\$2,189.13	\$20,152.71	\$22,341.84	\$16,513.46
2015	19,071.59	40,320.41	59,392.00	20,796.71	28,850.24	49,646.95	9,745.05
2016	20,167.66	39,252.40	59,420.06	21,672.36	27,841.60	49,513.96	9,906.10
2017	21,263.73	38,102.85	59,366.58	22,766.93	26,786.17	49,553.10	9,813.48
2018	22,579.01	36,869.55	59,448.56	23,861.49	25,678.74	49,540.23	9,908.33
2019	23,894.29	35,537.39	59,431.68	24,956.05	24,519.32	49,475.37	9,956.31
2020	25,428.79	34,055.94	59,484.73	26,269.53	23,302.72	49,572.25	9,912.48
2021	26,963.28	32,479.36	59,442.64	27,364.09	22,028.92	49,393.01	10,049.63
2022	28,497.78	30,807.63	59,305.41	28,677.57	20,697.93	49,375.50	9,929.91
2023	30,251.49	29,040.77	59,292.26	29,991.05	19,304.55	49,295.60	9,996.66
2024	32,224.41	27,165.18	59,389.59	31,523.44	17,843.58	49,367.02	10,022.57
2025	34,197.34	25,135.04	59,332.38	32,836.91	16,315.02	49,151.93	10,180.45
2026	36,389.47	22,980.61	59,370.08	34,588.22	14,713.67	49,301.89	10,068.19
2027	38,800.82	20,688.07	59,488.89	36,339.52	13,029.14	49,368.66	10,120.23
2028	41,212.17	18,243.62	59,455.79	37,871.91	11,266.62	49,138.53	10,317.26
2029	43,842.74	15,647.25	59,489.99	39,842.12	9,420.91	49,263.03	10,226.96
2030	46,473.30	12,885.16	59,358.46	41,593.42	7,486.82	49,080.24	10,278.22
2031	49,542.30	9,957.34	59,499.64	43,563.64	5,464.34	49,027.98	10,471.66
2032	52,611.29	6,836.18	59,447.47	45,533.85	3,348.27	48,882.12	10,565.35
2033	55,899.58	3,521.66	59,421.24	47,722.98	1,133.42	48,856.40	10,564.84
<b>TOTALS</b>	<b>\$667,505.78</b>	<b>\$500,186.97</b>	<b>\$1,167,692.75</b>	<b>\$619,960.92</b>	<b>\$339,184.69</b>	<b>\$959,145.61</b>	<b>\$208,547.14</b>
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$208,547.14			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

**CITY OF STOCKTON**  
**Reassessment District No. 2003-02**

**Method of Reassessment**

Each Reassessment has been computed as a proration of the existing individual assessments to the total existing assessment.

**CITY OF STOCKTON**  
**Reassessment District No. 2003-021**

**Certifications**

1. I, the City Clerk of the City of Stockton, hereby certify that the foregoing Reassessment with the Reassessment Diagram thereto attached, was filed with me on \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk, City of Stockton

2. I, the City Clerk of the City of Stockton, California, hereby certify that the Reassessments set forth in Column 3 of the Reassessment Roll, with Reassessment Diagram attached, were approved and confirmed by the City Council of said City on \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk, City of Stockton

3. I, the City Engineer of the City of Stockton, County of San Joaquin, California, hereby certify that this Reassessment, together with the Reassessment Diagram thereto attached, was recorded in my office on \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Engineer (Superintendent of Streets)

4. A Notice of Reassessment was recorded and the Reassessment Diagram was filed in the office of the County Recorder of the County of San Joaquin, California, on \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk, City of Stockton

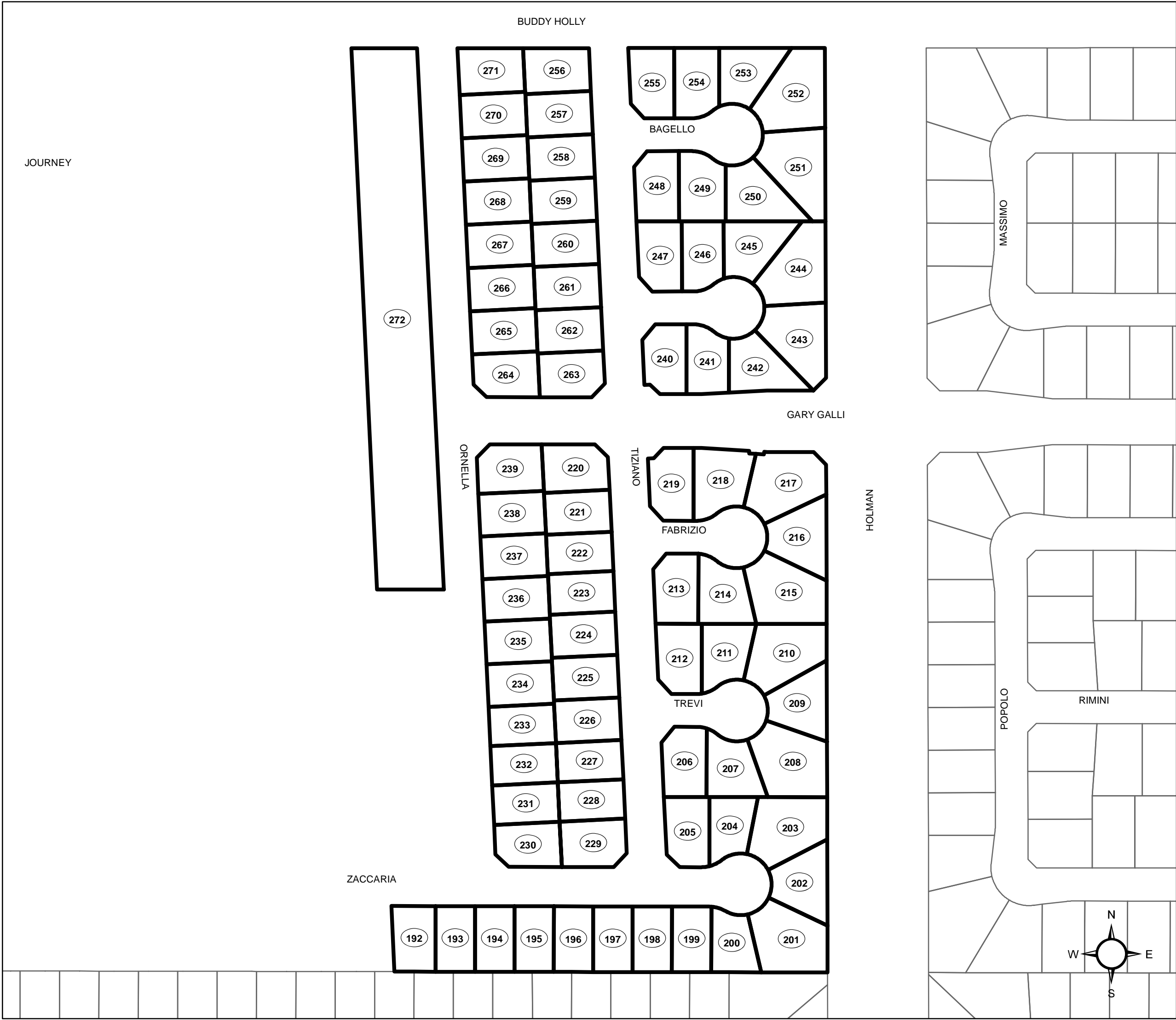
**CITY OF STOCKTON**  
**Reassessment District No. 2003-02**

**Reassessment Diagram**

The reassessment diagram is on file with the City Clerk and is attached hereto.

REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 2014-1  
CITY OF STOCKTON  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

SHEET 1 OF 13



- REASSESSMENT DISTRICT PARCELS
- 1 REASSESSMENT NUMBERS

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF STOCKTON, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

CITY CLERK  
CITY OF STOCKTON

A REASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF STOCKTON ON THE LOTS, PIECES AND PARCELS OF LAND SHOWN ON THIS REASSESSMENT DIAGRAM. SAID REASSESSMENT WAS LEVIED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014. SAID REASSESSMENT DIAGRAM AND REASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE CITY OF STOCKTON ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014. REFERENCE IS MADE TO THE REASSESSMENT ROLL RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF SAID CITY FOR THE EXACT AMOUNT OF EACH REASSESSMENT LEVIED AGAINST EACH PARCEL SHOWN ON THE REASSESSMENT DIAGRAM.

CITY CLERK  
CITY OF STOCKTON

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS, CITY OF STOCKTON, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

SUPERINTENDENT OF STREETS  
CITY OF STOCKTON

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014. AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_.M. IN BOOK \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) \_\_\_\_\_ AT THE REQUEST OF THE CITY OF STOCKTON IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

FEE: \_\_\_\_\_ INST. NO.: \_\_\_\_\_

KENNITH W. BLAKEMORE, COUNTY CLERK-RECORDER

BY DEPUTY  
COUNTY RECORDER  
COUNTY OF SAN JOAQUIN

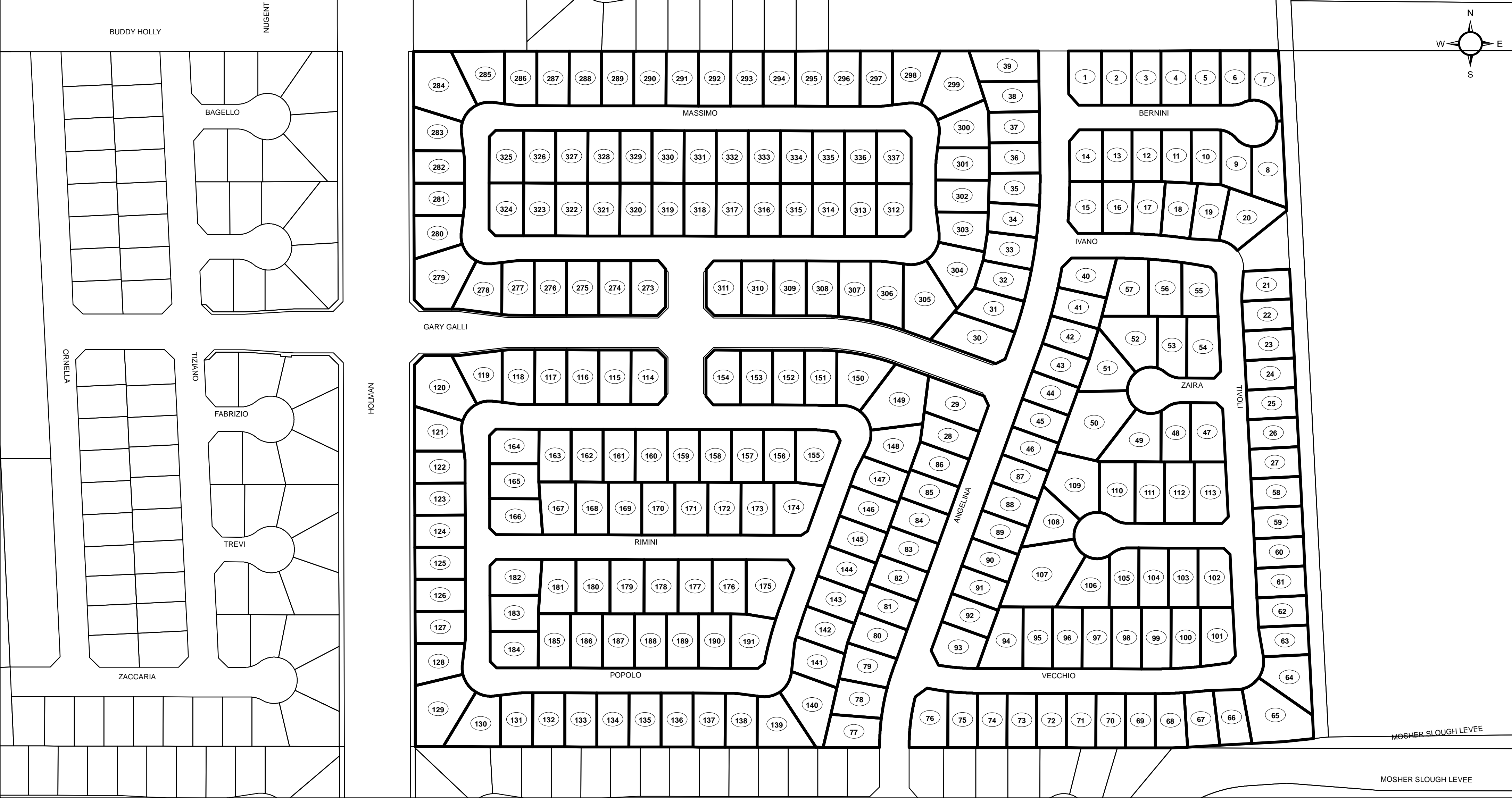
NOTE:

THIS REASSESSMENT DIAGRAM IS RECORDED PURSUANT TO THE REFUNDING ACT OF 1984 FOR 1915 IMPROVEMENT ACT BONDS (SECTION 9500 AND FOLLOWING, CALIFORNIA STREETS AND HIGHWAYS CODE). THE RECORDING OF THE REASSESSMENTS FROM THESE PROCEEDINGS HAS SUPERSEDED AND SUPPLANTED THE EARLIER ASSESSMENTS FOR THE CITY OF STOCKTON ASSESSMENT DISTRICT NO. 2003-2 COUNTY OF SAN JOAQUIN, CALIFORNIA, WHICH BECAME A LIEN BY VIRTUE OF THE RECORDING ON AUGUST 13, 2003, IN BOOK 4 AT PAGES 99, OF THE MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS RESPECTIVELY, IN THE OFFICE OF COUNTY RECORDER FOR THE COUNTY OF SAN JOAQUIN.

FOR PARTICULARS ON THE LINES AND DIMENSIONS OF ASSESSOR'S PARCELS, REFERENCE IS MADE TO THE MAPS OF THE SAN JOAQUIN COUNTY ASSESSOR, WHICH MAPS SHALL GOVERN FOR ALL DETAILS RELATING THERETO.

REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 2014-1  
CITY OF STOCKTON  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

SHEET 2 OF 13



- REASSESSMENT DISTRICT PARCELS
- REASSESSMENT NUMBERS



REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 2014-1  
CITY OF STOCKTON  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

SHEET 3 OF 13



- REASSESSMENT DISTRICT PARCELS
- 1 REASSESSMENT NUMBERS





REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 2014-1  
CITY OF STOCKTON  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

SHEET 4 OF 13



- REASSESSMENT DISTRICT PARCELS
- 1 REASSESSMENT NUMBERS



REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 2014-1  
CITY OF STOCKTON  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

SHEET 5 OF 13



- REASSESSMENT DISTRICT PARCELS
- REASSESSMENT NUMBERS





# REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 2014-1

CITY OF STOCKTON  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

SHEET 6 OF 13



- REASSESSMENT DISTRICT PARCELS
- REASSESSMENT NUMBERS 721 THROUGH 727
- REASSESSMENT NUMBERS 728 THROUGH 732



REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 2014-1  
CITY OF STOCKTON  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

SHEET 7 OF 13

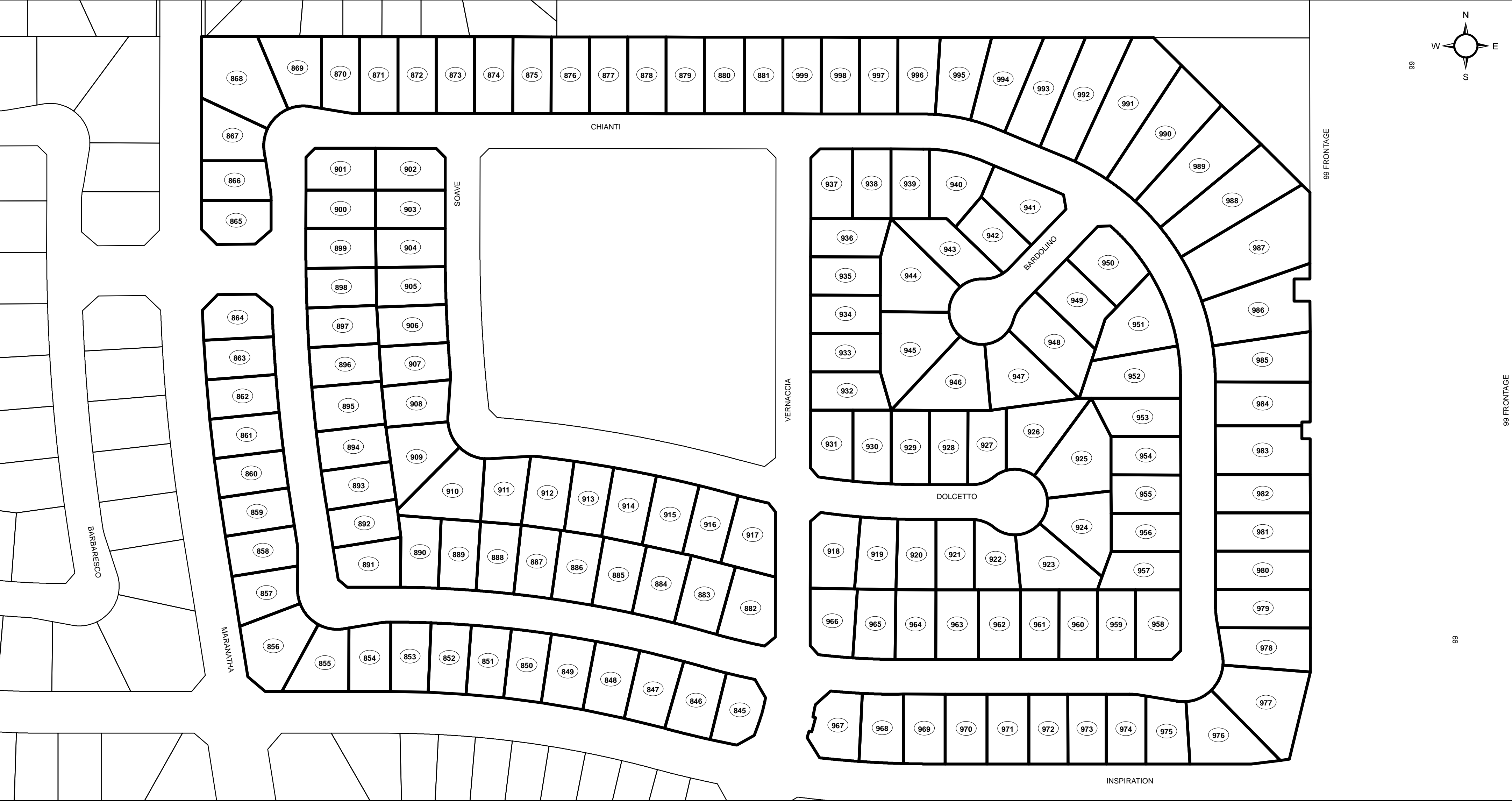


- REASSESSMENT DISTRICT PARCELS
- REASSESSMENT NUMBERS



REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 2014-1  
CITY OF STOCKTON  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

SHEET 8 OF 13

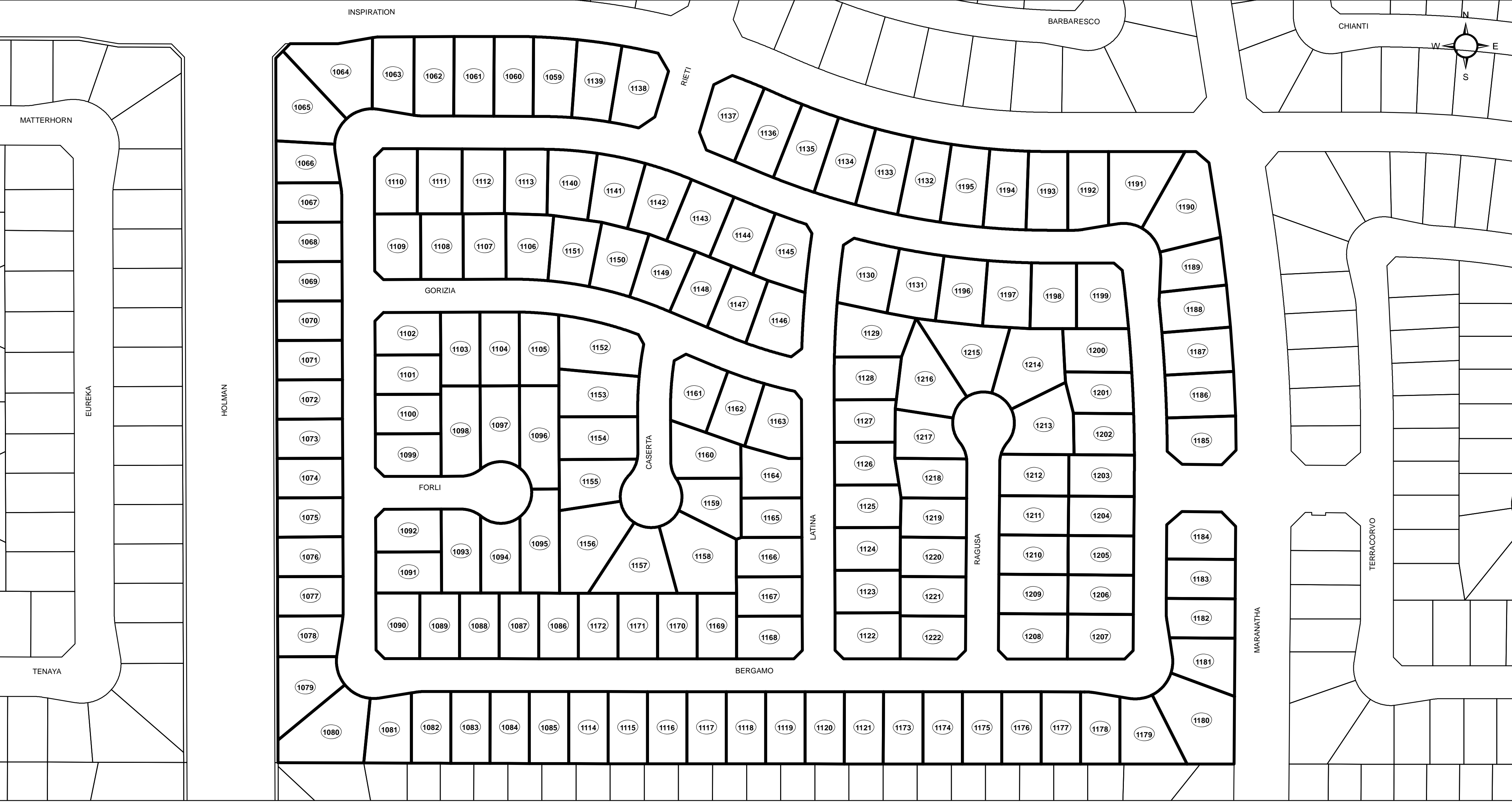


- REASSESSMENT DISTRICT PARCELS
- 1 REASSESSMENT NUMBERS



REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 2014-1  
CITY OF STOCKTON  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

SHEET 9 OF 13



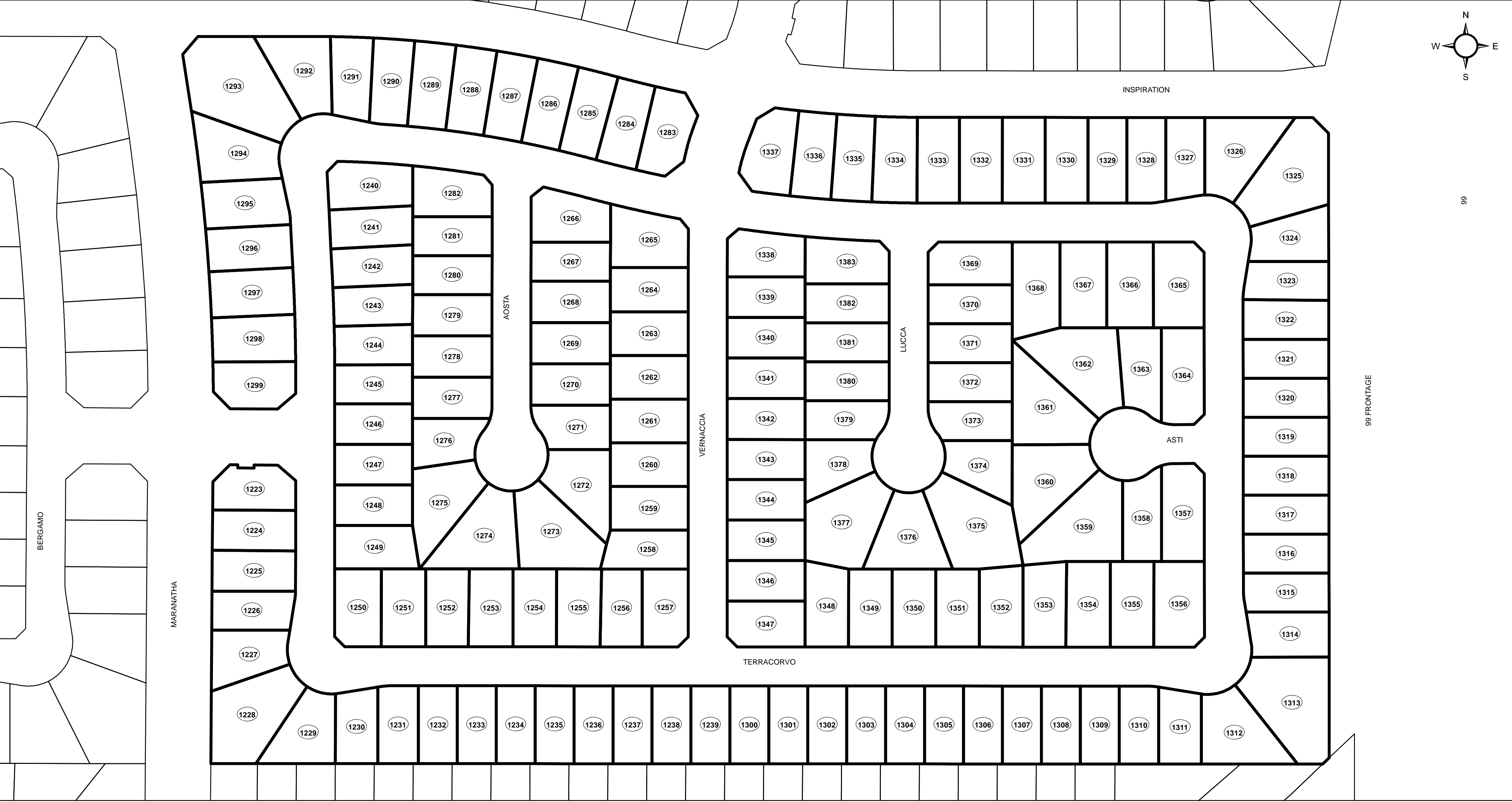
- REASSESSMENT DISTRICT PARCELS
- REASSESSMENT NUMBERS





REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 2014-1  
CITY OF STOCKTON  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

SHEET 10 OF 13



- REASSESSMENT DISTRICT PARCELS
- 1 REASSESSMENT NUMBERS





SHEET 11 OF 13



**WILLDAN**  
Financial Services

SHEET 12 OF 13



**WILLDAN**  
Financial Services

SHEET 13 OF 13





RESOLUTION NO. \_\_\_\_\_

## STOCKTON CITY COUNCIL

---

### RESOLUTION APPROVING AND CONFIRMING THE REPORT ON THE LEVY OF REASSESSMENTS AND THE REFUNDING OF ITS 1915 ACT LIMITED OBLIGATION IMPROVEMENT BONDS

**WHEREAS**, the City Council (the "City Council") of the City of Stockton (the "City") previously formed Mosher Assessment District No. 2003-02 (the "Assessment District") pursuant to the Municipal Improvement Act of 1913 (being Division 12 of the California Streets and Highways Code), for the purpose of financing certain public improvements (the "Improvements"); and

**WHEREAS**, in order to provide funds to finance the Improvements, the City previously issued its City of Stockton Limited Obligation Improvement Bonds, Mosher Assessment District No. 2003-02 (the "Prior Assessment Bonds"), in an aggregate principal amount of \$18,185,000 principal amount, under and pursuant to the conditions and terms of the Improvement Bond Act of 1915, being Division 10 of the California Streets and Highways Code (the "1915 Act"); and

**WHEREAS**, this City Council has determined to establish a reassessment district to be known at the "City of Stockton, Mosher District No. 2014-1" (the "Reassessment District") and to issue refunding bonds (the "Refunding Bonds") upon the security of the unpaid reassessments for the purpose of refunding a portion of the unmatured maturities of the Prior Assessment Bonds, all as provided by and pursuant to the conditions and terms of the Refunding Act of 1984 for 1915 Improvement Act Bonds, being Division 11.5 of the California Streets and Highways Code (the "1984 Act"), and to provide for the levy and collection of reassessments as security for the Refunding Bonds; and

**WHEREAS**, the City Council referred the matter of the refunding of a portion of the Prior Assessment Bonds, the establishment of the proposed Reassessment District, and the levy and collection of reassessments as security for the Refunding Bonds to the Stockton Public Financing Authority (the "Authority") who referred the matter to Willdan Financial Services, as the qualified engineer retained by the Authority in these proceedings (the "Reassessment Engineer"), and directed said firm to prepare and file with the City Clerk a report in writing containing the matters specified in Section 9523 of the 1984 Act; and

**WHEREAS**, the Reassessment Engineer has prepared and filed with the City Clerk a report in writing containing the matters required by Section 9523 of the 1984 Act, which said report was presented by the City Clerk to this City Council for consideration (the "Report"); and

**WHEREAS**, the Report has been considered by this City Council, which is fully advised in the premises;

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

**Section 1.** The foregoing recitals are true and correct, and this City Council so finds and determines.

**Section 2.** This City Council hereby finds and determines that, as set forth in the Report (attached as Exhibit 1), (a) each estimated annual installment of principal and interest on each unpaid reassessment is less than the corresponding annual installment of principal and interest on the portion of the original assessment being superseded and supplanted by the same percentage for all subdivisions of land within the Reassessment District; except as permitted by the 1984 Act with respect to delinquent installments on any parcel; (b) the number of years to maturity of the Refunding Bonds is not more than the number of years to the last maturity of the Prior Assessment Bonds; and (c) the principal amount of the reassessment on each subdivision of land within the Reassessment District is less than the unpaid principal amount of the portion of the original assessment being superseded and supplanted, and said reduction is by the same percentage for each subdivision of land within such Reassessment District, except as otherwise permitted by the 1984 Act respecting delinquent installments on any parcel. Accordingly, this City Council finds and determines that all of the conditions in connection with the levy of reassessments and the issuance of the Refunding Bonds specified in Section 9525 of the 1984 Act are and have been duly satisfied and that this City Council may therefore take action upon the Report without notice and hearing.

**Section 3.** The Report is hereby approved and confirmed by this City Council, and the reassessments contained therein are hereby confirmed and levied by this City Council, as finally adjusted pursuant to this Section 2, and upon making the necessary recordings and filings as required by the 1984 Act, the reassessments shall become a lien upon the various parcels of land reassessed in such Assessment District for which the Prior Assessment Bonds were issued. The final amount of the reassessments and the installments thereof shall be determined by the Chief Financial Officer upon sale of the Refunding Bonds; provided, that the Reassessment Engineer shall deliver a certificate to the Chief Financial Officer to the effect that the final amount of the reassessments and the installments thereon show compliance with the requirements specified in Section 9525 of the 1984 Act as described in Section 2 hereof.

**Section 4.** The City Clerk is hereby directed to (1) record the reassessments referred to in Section 3 hereof and the related reassessment diagram in the office of the Superintendent of Streets of the City of Stockton, (2) to record the reassessment diagram and notice thereof as required by Division 4.5 of the California Streets and Highways Code, and (3) to file copies of this resolution with the County Auditor of the County of San Joaquin to facilitate collection of installments on account of unpaid reassessments on the secured property tax roll of the County.

**Section 5.** The Refunding Bonds to be issued upon the security of the reassessments hereby levied and hereafter to be recorded shall (a) bear interest at an average interest rate not to exceed the average interest rate which assures compliance with the requirement that annual debt service on the Refunding Bonds shall be less than the annual aggregate debt service on the outstanding Prior Assessment Bonds, (b) have a final maturity not later than the final maturity on the remaining outstanding Prior Assessment Bonds, and (c) be issued in an aggregate principal amount less than the aggregate principal amount of the remaining outstanding Prior Assessment Bonds. No Refunding Bonds shall be issued unless the certificate of the Reassessment Engineer is delivered pursuant to Section 3 hereof.

**Section 6.** The City Manager, City Attorney, Chief Financial Officer, City Clerk and other appropriate officers of the City, each acting alone, are authorized to take such other actions as are appropriate to carry out the intent of this Resolution.

**Section 7.** This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED \_\_\_\_\_.

---

ANTHONY SILVA  
Mayor of the City of Stockton

ATTEST:

---

BONNIE PAIGE  
City Clerk of the City of Stockton



# City of Stockton

## Reassessment District No. 2003-02 Mosher Series 2014

### REASSESSMENT REPORT

April 2014

27368 Via Industria  
Suite 110  
Temecula, CA 92590  
T 951.587.3500 | 800.755.6864  
F 951.587.3510

[www.willdan.com/financial](http://www.willdan.com/financial)





**CITY OF STOCKTON**  
**Reassessment District No. 2003-02**

**REASSESSMENT REPORT**  
Division 11.5, Streets & Highways Code of the State of California

<b><u>ITEM</u></b>	<b><u>PAGE NO</u></b>
Reassessment .....	1
Cost Estimate .....	4
Sources and Uses of Funds .....	5
District Debt Service Schedules.....	6
Reassessment Roll .....	9
Comparison of the Auditor's Records for the Existing Bonds and the 2014 Refunding Bonds .....	45
Method of Reassessment.....	72
Certifications .....	73
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**CITY OF STOCKTON**  
**Reassessment District No. 2003-02**

**Reassessment**

**WHEREAS**, on June 25, 2013, the City Council of the City of Stockton, California, pursuant to the provisions of the Refunding Act of 1984 for 1915 Improvement Act Bonds (the "Act"), adopted its Resolution Declaring Its Intention to Levy Reassessments and to Issue Refunding Bonds upon the security thereof, and providing for the issuance of City of Stockton Public Financing Authority Reassessment District No. 2003-02, Mosher Series 2014 (the "Bonds"); prescribing the date and form of said Bonds and prescribing the redemption provisions therefor; authorizing the execution of said Bonds; providing for the collection of Reassessments to pay the principal of and interest on said Bonds; approving the sale of said Bonds (which establishes the maturities of and interest rates on said Bonds); and

**WHEREAS**, said Resolution directed the undersigned to make and file a report presenting a schedule setting forth the unpaid principal and interest of the prior bonds to be refunded and the total amounts thereof, the total estimated principal amount of the reassessment and of the refunding bonds and the maximum interest thereon, together with an estimate of the cost of the reassessment and of issuing the refunding bonds, the auditor's record showing the schedule of principal installments and interest on all unpaid original assessments and the total amounts thereof, the estimated amount of each reassessment, identified by reassessment number corresponding to the reassessment number of the reassessment diagram, together with a proposed auditor's record for the reassessment, and reassessment diagram showing the assessment district and the boundaries and dimensions of the subdivisions of land within the district. Each subdivision, including each separate condominium interest as defined in Section 783 of the Civil Code, shall be given a separate number upon the diagram to which Resolution reference is hereby made for further particulars;

**NOW THEREFORE**, the undersigned, by virtue of the power vested in me under the Act and the order of the Council of said City, hereby makes the following assessment to cover the portion of the estimated cost of said acquisitions, work and improvements and the costs and expenses incidental thereto to be paid by the assessment district.

The amount to be paid for said refunding, together with the expenses incidental thereto, and the reassessment balance are set forth herein.

And I do hereby reassess and apportion said portion of said total amount of the cost and expenses of said reassessment and refunding upon the several lots, pieces or parcels or portions of lots or subdivisions of land liable therefore and benefited thereby, and hereinafter numbered to correspond with the numbers upon the

attached diagram, upon each, severally and respectively, in accordance with the benefits to be received by such subdivisions, respectively, from the acquisitions and improvements, and more particularly set forth in the list hereto attached and by reference made a part hereof.

**CITY OF STOCKTON**  
**Reassessment District No. 2003-02**

As required by the Act, a diagram is hereto attached showing the reassessment district and also the boundaries and dimensions of the respective subdivisions of land within said reassessment district as the same existed at the time of the passage of the Resolution of Intention, each of which subdivisions having been given a separate number upon said diagram.

Said reassessment is made upon the several subdivisions of land within said assessment district in proportion to the scheduled unpaid principal amount of the original assessment recorded as a lien against each said subdivision of land. Delinquent assessment installments are not included. The diagram and reassessment numbers appearing herein are the diagram numbers appearing on said diagram, to which reference is hereby made for a more particular description of said property.

Each subdivision of land reassessed is described in the reassessment list by reference to its parcel number as shown on the Assessor's Maps of the County of San Joaquin for the fiscal year 2014/15 and includes all of such parcels. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of said County.

Notice is hereby given that serial refunding bonds to represent unpaid reassessments and bearing interest at the rate of not to exceed twelve percent (12%) per annum, or such higher rate of interest as may be authorized by applicable law at the time of sale of such bonds, will be issued thereunder in the manner provided by Chapter 3 of Division 11.5 of the Streets and Highways Code, the Refunding Act of 1984 for 1915 Improvement Act Bonds, and the last installment of such refunding bonds shall mature on September 2, 2033.

Dated as of \_\_\_\_\_, 2014

Willdan Financial Services

By \_\_\_\_\_  
Mark Risco  
President and CEO

**CITY OF STOCKTON**  
**Reassessment District No. 2003-02**

**Cost Estimate**

In addition to the estimated costs of the refunding shown on the following pages, the annual levy of the reassessments will include amounts permitted pursuant to Sections 8682.1 and 8682 of the Improvement Bond Act of 1915, as set forth in Division 10 (commencing with Section 8500) of the California Streets and Highways Code, for payment of the City's expenses associated with the collection of the reassessments and payment of the annual costs associated with bond registration and other duties of the fiscal agent with respect to the refunding bonds.

**CITY OF STOCKTON**  
**Reassessment District No. 2003-02**

**Sources and Uses of Funds**

Sources:

Bond Proceeds:

Par Amount	\$14,160,000.00
Original Issue Discount	-752,320.80
	<u>\$13,407,679.20</u>

Other Sources of Funds:

Net May 2014 Transfer (Debt Svc Fund)	\$665,402.24
City Holdings (Debt Svc Fund)	496,569.21
City Holdings (Project Fund)	1,358,031.64
Trustee Holdings (DSRF)	<u>1,374,337.22</u>
	<u>\$3,894,340.31</u>

\$17,302,019.51

Uses:

Refunding Escrow

Deposits:

Cash Deposit	\$0.78
SLGS Purchases	<u>15,695,945.00</u>
	<u>\$15,695,945.78</u>

Other Fund

Deposits:

Debt Service Reserve Fund	\$1,147,300.00
---------------------------	----------------

Delivery Date Expenses:

Cost of Issuance	\$244,500.00
Underwriter's Discount	<u>212,400.00</u>
	<u>\$456,900.00</u>

Other Uses of

Funds:

Additional Proceeds	\$1,873.73
---------------------	------------

\$17,302,019.51

**CITY OF STOCKTON  
Reassessment District No. 2003-02**

**District Debt Service Schedules**



**City of Stockton**  
**Reassessment District No. 2003-02**  
**Refunded Bonds' Debt Service Schedule**

Total Interest	\$11,408,662.50
Total Principal	15,225,000.00
<b>Total Debt Service</b>	<b>\$26,633,662.50</b>

Payment Due	Principal Due	Interest Rate	Interest Due	Semi-Annual Payment	Total Payment
September 2, 2014	\$415,000.00	5.500%	\$471,242.50	\$886,242.50	\$886,242.50
March 2, 2015			459,830.00	459,830.00	
September 2, 2015	435,000.00	5.600%	459,830.00	894,830.00	1,354,660.00
March 2, 2016			447,650.00	447,650.00	
September 2, 2016	460,000.00	5.700%	447,650.00	907,650.00	1,355,300.00
March 2, 2017			434,540.00	434,540.00	
September 2, 2017	485,000.00	5.800%	434,540.00	919,540.00	1,354,080.00
March 2, 2018			420,475.00	420,475.00	
September 2, 2018	515,000.00	5.900%	420,475.00	935,475.00	1,355,950.00
March 2, 2019			405,282.50	405,282.50	
September 2, 2019	545,000.00	6.200%	405,282.50	950,282.50	1,355,565.00
March 2, 2020			388,387.50	388,387.50	
September 2, 2020	580,000.00	6.200%	388,387.50	968,387.50	1,356,775.00
March 2, 2021			370,407.50	370,407.50	
September 2, 2021	615,000.00	6.200%	370,407.50	985,407.50	1,355,815.00
March 2, 2022			351,342.50	351,342.50	
September 2, 2022	650,000.00	6.200%	351,342.50	1,001,342.50	1,352,685.00
March 2, 2023			331,192.50	331,192.50	
September 2, 2023	690,000.00	6.200%	331,192.50	1,021,192.50	1,352,385.00
March 2, 2024			309,802.50	309,802.50	
September 2, 2024	735,000.00	6.300%	309,802.50	1,044,802.50	1,354,605.00
March 2, 2025			286,650.00	286,650.00	
September 2, 2025	780,000.00	6.300%	286,650.00	1,066,650.00	1,353,300.00
March 2, 2026			262,080.00	262,080.00	
September 2, 2026	830,000.00	6.300%	262,080.00	1,092,080.00	1,354,160.00
March 2, 2027			235,935.00	235,935.00	
September 2, 2027	885,000.00	6.300%	235,935.00	1,120,935.00	1,356,870.00
March 2, 2028			208,057.50	208,057.50	
September 2, 2028	940,000.00	6.300%	208,057.50	1,148,057.50	1,356,115.00
March 2, 2029			178,447.50	178,447.50	
September 2, 2029	1,000,000.00	6.300%	178,447.50	1,178,447.50	1,356,895.00
March 2, 2030			146,947.50	146,947.50	
September 2, 2030	1,060,000.00	6.300%	146,947.50	1,206,947.50	1,353,895.00
March 2, 2031			113,557.50	113,557.50	
September 2, 2031	1,130,000.00	6.300%	113,557.50	1,243,557.50	1,357,115.00
March 2, 2032			77,962.50	77,962.50	
September 2, 2032	1,200,000.00	6.300%	77,962.50	1,277,962.50	1,355,925.00
March 2, 2033			40,162.50	40,162.50	
September 2, 2033	1,275,000.00	6.300%	40,162.50	1,315,162.50	1,355,325.00
<b>Totals</b>	<b>\$15,225,000.00</b>		<b>\$11,408,662.50</b>	<b>\$26,633,662.50</b>	<b>\$26,633,662.50</b>

**City of Stockton**  
**Reassessment District No. 2003-02**  
**Refunding Bonds' Debt Service Schedule**

**Dated Date:** June 1, 2014  
**Issue Date:** June 1, 2014  
**First Maturity:** September 2, 2014  
**Last Maturity:** September 2, 2033  
**First Coupon:** September 2, 2014

Total Interest	\$7,747,028.33
Total Principal	14,160,000.00
<b>Total Debt Service</b>	<b>\$21,907,028.33</b>

Payment Due	Principal Due	Interest Rate	Interest Due	Semi-Annual Payment	Total Annual Payment
September 2, 2014	\$50,000.00	4.750%	\$125,178.33	\$175,178.33	\$175,178.33
March 2, 2015			335,112.50	335,112.50	
September 2, 2015	475,000.00	4.750%	335,112.50	810,112.50	1,145,225.00
March 2, 2016			323,831.25	323,831.25	
September 2, 2016	495,000.00	4.750%	323,831.25	818,831.25	1,142,662.50
March 2, 2017			312,075.00	312,075.00	
September 2, 2017	520,000.00	4.750%	312,075.00	832,075.00	1,144,150.00
March 2, 2018			299,725.00	299,725.00	
September 2, 2018	545,000.00	4.750%	299,725.00	844,725.00	1,144,450.00
March 2, 2019			286,781.25	286,781.25	
September 2, 2019	570,000.00	4.750%	286,781.25	856,781.25	1,143,562.50
March 2, 2020			273,243.75	273,243.75	
September 2, 2020	600,000.00	4.750%	273,243.75	873,243.75	1,146,487.50
March 2, 2021			258,993.75	258,993.75	
September 2, 2021	625,000.00	4.750%	258,993.75	883,993.75	1,142,987.50
March 2, 2022			244,150.00	244,150.00	
September 2, 2022	655,000.00	4.750%	244,150.00	899,150.00	1,143,300.00
March 2, 2023			228,593.75	228,593.75	
September 2, 2023	685,000.00	4.750%	228,593.75	913,593.75	1,142,187.50
March 2, 2024			212,325.00	212,325.00	
September 2, 2024	720,000.00	4.750%	212,325.00	932,325.00	1,144,650.00
March 2, 2025			195,225.00	195,225.00	
September 2, 2025	750,000.00	4.750%	195,225.00	945,225.00	1,140,450.00
March 2, 2026			177,412.50	177,412.50	
September 2, 2026	790,000.00	4.750%	177,412.50	967,412.50	1,144,825.00
March 2, 2027			158,650.00	158,650.00	
September 2, 2027	830,000.00	4.750%	158,650.00	988,650.00	1,147,300.00
March 2, 2028			138,937.50	138,937.50	
September 2, 2028	865,000.00	4.750%	138,937.50	1,003,937.50	1,142,875.00
March 2, 2029			118,393.75	118,393.75	
September 2, 2029	910,000.00	4.750%	118,393.75	1,028,393.75	1,146,787.50
March 2, 2030			96,781.25	96,781.25	
September 2, 2030	950,000.00	4.750%	96,781.25	1,046,781.25	1,143,562.50
March 2, 2031			74,218.75	74,218.75	
September 2, 2031	995,000.00	4.750%	74,218.75	1,069,218.75	1,143,437.50
March 2, 2032			50,587.50	50,587.50	
September 2, 2032	1,040,000.00	4.750%	50,587.50	1,090,587.50	1,141,175.00
March 2, 2033			25,887.50	25,887.50	
September 2, 2033	1,090,000.00	4.750%	25,887.50	1,115,887.50	1,141,775.00
<b>Totals</b>	<b>\$14,160,000.00</b>		<b>\$7,747,028.33</b>	<b>\$21,907,028.33</b>	<b>\$21,907,028.33</b>

**CITY OF STOCKTON**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
122-050-01-0000	1	\$7,420.41	
122-050-02-0000	2	7,420.41	
122-050-03-0000	3	7,420.41	
122-050-04-0000	4	7,420.41	
122-050-05-0000	5	7,420.41	
122-050-06-0000	6	7,420.41	
122-050-07-0000	7	7,420.41	
122-050-08-0000	8	7,420.41	
122-050-09-0000	9	7,420.41	
122-050-10-0000	10	7,420.41	
122-050-11-0000	11	7,420.41	
122-050-12-0000	12	7,420.41	
122-050-13-0000	13	7,420.41	
122-050-14-0000	14	7,420.41	
122-050-15-0000	15	7,420.41	
122-050-16-0000	16	7,420.41	
122-050-17-0000	17	7,420.41	
122-050-18-0000	18	7,420.41	
122-050-19-0000	19	7,420.41	
122-050-20-0000	20	7,420.41	
122-050-22-0000	21	7,420.41	
122-050-23-0000	22	7,420.41	
122-050-24-0000	23	7,420.41	
122-050-25-0000	24	7,420.41	
122-050-26-0000	25	7,420.41	
122-050-27-0000	26	7,420.41	
122-050-28-0000	27	7,420.41	
122-050-29-0000	28	7,420.41	
122-050-30-0000	29	7,420.41	
122-050-31-0000	30	7,420.41	
122-050-32-0000	31	7,420.41	
122-050-33-0000	32	7,420.41	
122-050-34-0000	33	7,420.41	
122-050-35-0000	34	7,420.41	
122-050-36-0000	35	7,420.41	
122-050-37-0000	36	7,420.41	
122-050-38-0000	37	7,420.41	
122-050-39-0000	38	7,420.41	
122-050-40-0000	39	7,420.41	
122-050-41-0000	40	7,420.41	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
122-050-42-0000	41	7,420.41	
122-050-43-0000	42	7,420.41	
122-050-44-0000	43	7,420.41	
122-050-45-0000	44	7,420.41	
122-050-46-0000	45	7,420.41	
122-050-47-0000	46	7,420.41	
122-050-48-0000	47	7,420.41	
122-050-49-0000	48	7,420.41	
122-050-50-0000	49	7,420.41	
122-050-51-0000	50	7,420.41	
122-050-52-0000	51	7,420.41	
122-050-53-0000	52	7,420.41	
122-050-54-0000	53	7,420.41	
122-050-55-0000	54	7,420.41	
122-050-56-0000	55	7,420.41	
122-050-57-0000	56	7,420.41	
122-050-58-0000	57	7,420.41	
122-060-01-0000	58	7,420.41	
122-060-02-0000	59	7,420.41	
122-060-03-0000	60	7,420.41	
122-060-04-0000	61	7,420.41	
122-060-05-0000	62	7,420.41	
122-060-06-0000	63	7,420.41	
122-060-07-0000	64	7,420.41	
122-060-08-0000	65	7,420.41	
122-060-09-0000	66	7,420.41	
122-060-10-0000	67	7,420.41	
122-060-11-0000	68	7,420.41	
122-060-12-0000	69	7,420.41	
122-060-13-0000	70	7,420.41	
122-060-14-0000	71	7,420.41	
122-060-15-0000	72	7,420.41	
122-060-16-0000	73	7,420.41	
122-060-17-0000	74	7,420.41	
122-060-18-0000	75	7,420.41	
122-060-19-0000	76	7,420.41	
122-060-20-0000	77	7,420.41	
122-060-21-0000	78	7,420.41	
122-060-22-0000	79	7,420.41	
122-060-23-0000	80	7,420.41	

## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
122-060-24-0000	81	7,420.41	
122-060-25-0000	82	7,420.41	
122-060-26-0000	83	7,420.41	
122-060-27-0000	84	7,420.41	
122-060-28-0000	85	7,420.41	
122-060-29-0000	86	7,420.41	
122-060-30-0000	87	7,420.41	
122-060-31-0000	88	7,420.41	
122-060-32-0000	89	7,420.41	
122-060-33-0000	90	7,420.41	
122-060-34-0000	91	7,420.41	
122-060-35-0000	92	7,420.41	
122-060-36-0000	93	7,420.41	
122-060-37-0000	94	7,420.41	
122-060-38-0000	95	7,420.41	
122-060-39-0000	96	7,420.41	
122-060-40-0000	97	7,420.41	
122-060-41-0000	98	7,420.41	
122-060-42-0000	99	7,420.41	
122-060-43-0000	100	7,420.41	
122-060-44-0000	101	7,420.41	
122-060-45-0000	102	7,420.41	
122-060-46-0000	103	7,420.41	
122-060-47-0000	104	7,420.41	
122-060-48-0000	105	7,420.41	
122-060-49-0000	106	7,420.41	
122-060-50-0000	107	7,420.41	
122-060-51-0000	108	7,420.41	
122-060-52-0000	109	7,420.41	
122-060-53-0000	110	7,420.41	
122-060-54-0000	111	7,420.41	
122-060-55-0000	112	7,420.41	
122-060-56-0000	113	7,420.41	
122-070-01-0000	114	7,383.86	
122-070-02-0000	115	7,383.86	
122-070-03-0000	116	7,383.86	
122-070-04-0000	117	7,383.86	
122-070-05-0000	118	7,383.86	
122-070-06-0000	119	7,383.86	
122-070-07-0000	120	7,383.86	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
122-070-08-0000	121	7,383.86	
122-070-10-0000	122	7,383.86	
122-070-11-0000	123	7,383.86	
122-070-12-0000	124	7,383.86	
122-070-13-0000	125	7,383.86	
122-070-14-0000	126	7,383.86	
122-070-15-0000	127	7,383.86	
122-070-16-0000	128	7,383.86	
122-070-17-0000	129	7,383.86	
122-070-18-0000	130	7,383.86	
122-070-19-0000	131	7,383.86	
122-070-20-0000	132	7,383.86	
122-070-21-0000	133	7,383.86	
122-070-22-0000	134	7,383.86	
122-070-23-0000	135	7,383.86	
122-070-24-0000	136	7,383.86	
122-070-25-0000	137	7,383.86	
122-070-26-0000	138	7,383.86	
122-070-27-0000	139	7,383.86	
122-070-28-0000	140	7,383.86	
122-070-29-0000	141	7,383.86	
122-070-30-0000	142	7,383.86	
122-070-31-0000	143	7,383.86	
122-070-32-0000	144	7,383.86	
122-070-33-0000	145	7,383.86	
122-070-34-0000	146	7,383.86	
122-070-35-0000	147	7,383.86	
122-070-36-0000	148	7,383.86	
122-070-37-0000	149	7,383.86	
122-070-38-0000	150	7,383.86	
122-070-39-0000	151	7,383.86	
122-070-41-0000	152	7,383.86	
122-070-42-0000	153	7,383.86	
122-070-43-0000	154	7,383.86	
122-070-44-0000	155	7,383.86	
122-070-45-0000	156	7,383.86	
122-070-46-0000	157	7,383.86	
122-070-47-0000	158	7,383.86	
122-070-48-0000	159	7,383.86	
122-070-49-0000	160	7,383.86	



**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
122-070-50-0000	161	7,383.86	
122-070-51-0000	162	7,383.86	
122-070-52-0000	163	7,383.86	
122-070-53-0000	164	7,383.86	
122-070-54-0000	165	7,383.86	
122-070-55-0000	166	7,383.86	
122-070-56-0000	167	7,383.86	
122-070-57-0000	168	7,383.86	
122-070-58-0000	169	7,383.86	
122-070-59-0000	170	7,383.86	
122-070-60-0000	171	7,383.86	
122-070-61-0000	172	7,383.86	
122-070-62-0000	173	7,383.86	
122-070-63-0000	174	7,383.86	
122-070-64-0000	175	7,383.86	
122-070-65-0000	176	7,383.86	
122-070-66-0000	177	7,383.86	
122-070-67-0000	178	7,383.86	
122-070-68-0000	179	7,383.86	
122-070-69-0000	180	7,383.86	
122-070-70-0000	181	7,383.86	
122-070-71-0000	182	7,383.86	
122-070-72-0000	183	7,383.86	
122-070-73-0000	184	7,383.86	
122-070-74-0000	185	7,383.86	
122-070-75-0000	186	7,383.86	
122-070-76-0000	187	7,383.86	
122-070-77-0000	188	7,383.86	
122-070-78-0000	189	7,383.86	
122-070-79-0000	190	7,383.86	
122-070-80-0000	191	7,383.86	
122-080-01-0000	192	6,779.41	
122-080-02-0000	193	6,779.41	
122-080-03-0000	194	6,779.41	
122-080-04-0000	195	6,779.41	
122-080-05-0000	196	6,779.41	
122-080-06-0000	197	6,779.41	
122-080-07-0000	198	6,779.41	
122-080-08-0000	199	6,779.41	
122-080-09-0000	200	6,779.41	

## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
122-080-10-0000	201	6,779.41	
122-080-11-0000	202	6,779.41	
122-080-12-0000	203	6,779.41	
122-080-13-0000	204	6,779.41	
122-080-14-0000	205	6,779.41	
122-080-15-0000	206	6,779.41	
122-080-16-0000	207	6,779.41	
122-080-17-0000	208	6,779.41	
122-080-18-0000	209	6,779.41	
122-080-19-0000	210	6,779.41	
122-080-20-0000	211	6,779.41	
122-080-21-0000	212	6,779.41	
122-080-22-0000	213	6,779.41	
122-080-23-0000	214	6,779.41	
122-080-24-0000	215	6,779.41	
122-080-25-0000	216	6,779.41	
122-080-26-0000	217	6,779.41	
122-080-27-0000	218	6,779.41	
122-080-28-0000	219	6,779.41	
122-080-29-0000	220	6,779.41	
122-080-30-0000	221	6,779.41	
122-080-31-0000	222	6,779.41	
122-080-32-0000	223	6,779.41	
122-080-33-0000	224	6,779.41	
122-080-34-0000	225	6,779.41	
122-080-35-0000	226	6,779.41	
122-080-36-0000	227	6,779.41	
122-080-37-0000	228	6,779.41	
122-080-38-0000	229	6,779.41	
122-080-39-0000	230	6,779.41	
122-080-40-0000	231	6,779.41	
122-080-41-0000	232	6,779.41	
122-080-42-0000	233	6,779.41	
122-080-43-0000	234	6,779.41	
122-080-44-0000	235	6,779.41	
122-080-45-0000	236	6,779.41	
122-080-46-0000	237	6,779.41	
122-080-47-0000	238	6,779.41	
122-080-48-0000	239	6,779.41	
122-090-01-0000	240	6,779.41	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
122-090-02-0000	241	6,779.41	
122-090-03-0000	242	6,779.41	
122-090-04-0000	243	6,779.41	
122-090-05-0000	244	6,779.41	
122-090-06-0000	245	6,779.41	
122-090-07-0000	246	6,779.41	
122-090-08-0000	247	6,779.41	
122-090-09-0000	248	6,779.41	
122-090-10-0000	249	6,779.41	
122-090-11-0000	250	6,779.41	
122-090-12-0000	251	6,779.41	
122-090-13-0000	252	6,779.41	
122-090-14-0000	253	6,779.41	
122-090-15-0000	254	6,779.41	
122-090-16-0000	255	6,779.41	
122-090-17-0000	256	6,779.41	
122-090-18-0000	257	6,779.41	
122-090-19-0000	258	6,779.41	
122-090-20-0000	259	6,779.41	
122-090-21-0000	260	6,779.41	
122-090-22-0000	261	6,779.41	
122-090-23-0000	262	6,779.41	
122-090-24-0000	263	6,779.41	
122-090-25-0000	264	6,779.41	
122-090-26-0000	265	6,779.41	
122-090-27-0000	266	6,779.41	
122-090-28-0000	267	6,779.41	
122-090-29-0000	268	6,779.41	
122-090-30-0000	269	6,779.41	
122-090-31-0000	270	6,779.41	
122-090-32-0000	271	6,779.41	
122-090-33-0000	272	79,136.45	
122-100-01-0000	273	7,282.15	
122-100-02-0000	274	7,282.15	
122-100-03-0000	275	7,282.15	
122-100-04-0000	276	7,282.15	
122-100-05-0000	277	7,282.15	
122-100-06-0000	278	7,282.15	
122-100-07-0000	279	7,282.15	
122-100-08-0000	280	7,282.15	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
122-100-09-0000	281	7,282.15	
122-100-10-0000	282	7,282.15	
122-100-11-0000	283	7,282.15	
122-100-12-0000	284	7,282.15	
122-100-13-0000	285	7,282.15	
122-100-14-0000	286	7,282.15	
122-100-15-0000	287	7,282.15	
122-100-16-0000	288	7,282.15	
122-100-17-0000	289	7,282.15	
122-100-18-0000	290	7,282.15	
122-100-19-0000	291	7,282.15	
122-100-20-0000	292	7,282.15	
122-100-21-0000	293	7,282.15	
122-100-22-0000	294	7,282.15	
122-100-23-0000	295	7,282.15	
122-100-24-0000	296	7,282.15	
122-100-25-0000	297	7,282.15	
122-100-26-0000	298	7,282.15	
122-100-27-0000	299	7,282.15	
122-100-28-0000	300	7,282.15	
122-100-29-0000	301	7,282.15	
122-100-30-0000	302	7,282.15	
122-100-31-0000	303	7,282.15	
122-100-32-0000	304	7,282.15	
122-100-33-0000	305	7,282.15	
122-100-34-0000	306	7,282.15	
122-100-35-0000	307	7,282.15	
122-100-36-0000	308	7,282.15	
122-100-38-0000	309	7,282.15	
122-100-39-0000	310	7,282.15	
122-100-40-0000	311	7,282.15	
122-100-41-0000	312	7,282.15	
122-100-42-0000	313	7,282.15	
122-100-43-0000	314	7,282.15	
122-100-44-0000	315	7,282.15	
122-100-45-0000	316	7,282.15	
122-100-46-0000	317	7,282.15	
122-100-47-0000	318	7,282.15	
122-100-48-0000	319	7,282.15	
122-100-49-0000	320	7,282.15	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
122-100-50-0000	321	7,282.15	
122-100-51-0000	322	7,282.15	
122-100-52-0000	323	7,282.15	
122-100-53-0000	324	7,282.15	
122-100-54-0000	325	7,282.15	
122-100-55-0000	326	7,282.15	
122-100-56-0000	327	7,282.15	
122-100-57-0000	328	7,282.15	
122-100-58-0000	329	7,282.15	
122-100-59-0000	330	7,282.15	
122-100-60-0000	331	7,282.15	
122-100-61-0000	332	7,282.15	
122-100-62-0000	333	7,282.15	
122-100-63-0000	334	7,282.15	
122-100-64-0000	335	7,282.15	
122-100-65-0000	336	7,282.15	
122-100-66-0000	337	7,282.15	
124-020-01-0000	338	9,988.67	
124-020-02-0000	339	9,988.67	
124-020-03-0000	340	9,988.67	
124-020-04-0000	341	9,988.67	
124-020-05-0000	342	9,988.67	
124-020-06-0000	343	9,988.67	
124-020-07-0000	344	9,988.67	
124-020-08-0000	345	9,988.67	
124-020-09-0000	346	9,988.67	
124-020-10-0000	347	9,988.67	
124-020-11-0000	348	9,988.67	
124-020-12-0000	349	9,988.67	
124-020-13-0000	350	9,988.67	
124-020-14-0000	351	9,988.67	
124-020-15-0000	352	9,988.67	
124-020-16-0000	353	9,988.67	
124-020-17-0000	354	9,988.67	
124-020-18-0000	355	9,988.67	
124-020-19-0000	356	9,988.67	
124-020-20-0000	357	9,988.67	
124-020-21-0000	358	9,988.67	
124-020-22-0000	359	9,988.67	
124-020-23-0000	360	9,988.67	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
124-020-24-0000	361	9,988.67	
124-020-25-0000	362	9,988.67	
124-020-26-0000	363	9,988.67	
124-020-27-0000	364	9,988.67	
124-030-01-0000	365	9,988.67	
124-030-02-0000	366	9,988.67	
124-030-03-0000	367	9,988.67	
124-030-04-0000	368	9,988.67	
124-030-05-0000	369	9,988.67	
124-030-06-0000	370	9,988.67	
124-030-07-0000	371	9,988.67	
124-030-08-0000	372	9,988.67	
124-030-09-0000	373	9,988.67	
124-030-10-0000	374	9,988.67	
124-030-11-0000	375	9,988.67	
124-030-12-0000	376	9,988.67	
124-030-13-0000	377	9,988.67	
124-030-14-0000	378	9,988.67	
124-030-15-0000	379	9,988.67	
124-030-16-0000	380	9,988.67	
124-030-17-0000	381	9,988.67	
124-030-18-0000	382	9,988.67	
124-030-19-0000	383	9,988.67	
124-030-20-0000	384	9,988.67	
124-030-21-0000	385	9,988.67	
124-030-22-0000	386	9,988.67	
124-030-23-0000	387	9,988.67	
124-030-24-0000	388	9,988.67	
124-030-25-0000	389	9,988.67	
124-030-26-0000	390	9,988.67	
124-040-01-0000	391	9,983.13	
124-040-02-0000	392	9,983.13	
124-040-03-0000	393	9,983.13	
124-040-04-0000	394	9,983.13	
124-040-05-0000	395	9,983.13	
124-040-06-0000	396	9,983.13	
124-040-07-0000	397	9,983.13	
124-040-08-0000	398	9,983.13	
124-040-09-0000	399	9,983.13	
124-040-10-0000	400	9,983.13	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
124-040-11-0000	401	9,983.13	
124-040-12-0000	402	9,983.13	
124-040-13-0000	403	9,983.13	
124-040-14-0000	404	9,983.13	
124-040-15-0000	405	9,983.13	
124-040-16-0000	406	9,983.13	
124-040-17-0000	407	9,983.13	
124-040-18-0000	408	9,983.13	
124-040-19-0000	409	9,983.13	
124-040-20-0000	410	9,983.13	
124-040-21-0000	411	9,983.13	
124-040-22-0000	412	9,983.13	
124-040-23-0000	413	9,983.13	
124-040-24-0000	414	9,983.13	
124-040-25-0000	415	9,983.13	
124-040-26-0000	416	9,983.13	
124-040-27-0000	417	9,983.13	
124-040-28-0000	418	9,983.13	
124-040-29-0000	419	9,983.13	
124-040-30-0000	420	9,983.13	
124-040-31-0000	421	9,983.13	
124-040-32-0000	422	9,983.13	
124-040-33-0000	423	9,983.13	
124-040-34-0000	424	9,983.13	
124-040-35-0000	425	9,983.13	
124-040-36-0000	426	9,983.13	
124-040-37-0000	427	9,983.13	
124-040-38-0000	428	9,983.13	
124-040-39-0000	429	9,983.13	
124-040-40-0000	430	9,983.13	
124-040-41-0000	431	9,983.13	
124-040-42-0000	432	9,983.13	
124-040-43-0000	433	9,983.13	
124-040-44-0000	434	9,983.13	
124-040-45-0000	435	9,983.13	
124-040-46-0000	436	9,983.13	
124-040-47-0000	437	9,983.13	
124-040-48-0000	438	9,983.13	
124-040-49-0000	439	9,983.13	
124-040-50-0000	440	9,983.13	



**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
124-040-51-0000	441	9,983.13	
124-040-52-0000	442	9,983.13	
124-040-53-0000	443	9,983.13	
124-040-54-0000	444	9,983.13	
124-040-55-0000	445	9,983.13	
124-040-56-0000	446	9,983.13	
124-040-57-0000	447	9,983.13	
124-040-58-0000	448	9,983.13	
124-040-59-0000	449	9,983.13	
124-040-60-0000	450	9,983.13	
124-060-01-0000	451	9,983.13	
124-060-02-0000	452	9,983.13	
124-060-03-0000	453	9,983.13	
124-060-04-0000	454	9,983.13	
124-060-05-0000	455	9,983.13	
124-060-06-0000	456	9,983.13	
124-060-07-0000	457	9,983.13	
124-060-08-0000	458	9,983.13	
124-060-09-0000	459	9,983.13	
124-060-10-0000	460	9,983.13	
124-060-11-0000	461	9,983.13	
124-060-12-0000	462	9,983.13	
124-060-13-0000	463	9,983.13	
124-060-14-0000	464	9,983.13	
124-060-15-0000	465	9,983.13	
124-060-16-0000	466	9,983.13	
124-060-17-0000	467	9,983.13	
124-060-18-0000	468	9,983.13	
124-060-19-0000	469	9,983.13	
124-060-20-0000	470	9,983.13	
124-060-21-0000	471	9,983.13	
124-060-22-0000	472	9,983.13	
124-060-23-0000	473	9,983.13	
124-060-24-0000	474	9,983.13	
124-060-25-0000	475	9,983.13	
124-060-26-0000	476	9,983.13	
124-060-27-0000	477	9,983.13	
124-060-28-0000	478	9,983.13	
124-060-29-0000	479	9,983.13	
124-060-30-0000	480	9,983.13	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
124-060-31-0000	481	9,983.13	
124-060-32-0000	482	9,983.13	
124-060-33-0000	483	9,983.13	
124-060-34-0000	484	9,983.13	
124-060-35-0000	485	9,983.13	
124-060-36-0000	486	9,983.13	
124-060-37-0000	487	9,983.13	
124-060-38-0000	488	9,983.13	
124-060-39-0000	489	9,983.13	
124-060-40-0000	490	9,983.13	
124-060-41-0000	491	9,983.13	
124-060-42-0000	492	9,983.13	
124-060-43-0000	493	9,983.13	
124-060-44-0000	494	9,983.13	
124-060-45-0000	495	9,983.13	
124-060-46-0000	496	9,983.13	
124-060-47-0000	497	9,983.13	
124-060-48-0000	498	9,983.13	
124-060-49-0000	499	9,983.13	
124-060-50-0000	500	9,983.13	
124-060-51-0000	501	9,983.13	
124-060-52-0000	502	9,983.13	
124-060-53-0000	503	9,983.13	
124-060-54-0000	504	9,983.13	
124-060-55-0000	505	9,983.13	
124-060-56-0000	506	9,983.13	
124-060-57-0000	507	9,983.13	
124-070-01-0000	508	9,983.13	
124-070-02-0000	509	9,983.13	
124-070-03-0000	510	9,983.13	
124-070-04-0000	511	9,983.13	
124-070-05-0000	512	9,983.13	
124-070-06-0000	513	9,983.13	
124-070-07-0000	514	9,983.13	
124-070-08-0000	515	9,983.13	
124-070-09-0000	516	9,983.13	
124-070-10-0000	517	9,983.13	
124-070-11-0000	518	9,983.13	
124-070-12-0000	519	9,983.13	
124-070-13-0000	520	9,983.13	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
124-070-14-0000	521	9,983.13	
124-070-15-0000	522	9,983.13	
124-070-16-0000	523	9,983.13	
124-070-17-0000	524	9,983.13	
124-070-18-0000	525	9,983.13	
124-070-19-0000	526	9,983.13	
124-070-20-0000	527	9,983.13	
124-070-21-0000	528	9,983.13	
124-070-22-0000	529	9,983.13	
124-070-23-0000	530	9,983.13	
124-070-24-0000	531	9,983.13	
124-070-25-0000	532	9,983.13	
124-070-26-0000	533	9,983.13	
124-070-27-0000	534	9,983.13	
124-070-28-0000	535	9,983.13	
124-070-29-0000	536	9,983.13	
124-070-30-0000	537	9,983.13	
124-070-31-0000	538	9,983.13	
124-070-32-0000	539	9,983.13	
124-070-33-0000	540	9,983.13	
124-070-34-0000	541	9,983.13	
124-070-35-0000	542	9,983.13	
124-070-36-0000	543	9,983.13	
124-070-37-0000	544	9,983.13	
124-070-38-0000	545	9,983.13	
124-070-39-0000	546	9,983.13	
124-070-40-0000	547	9,983.13	
124-070-41-0000	548	9,983.13	
124-070-42-0000	549	9,983.13	
124-070-43-0000	550	9,983.13	
124-070-44-0000	551	9,983.13	
124-070-45-0000	552	9,983.13	
124-070-46-0000	553	9,983.13	
124-070-47-0000	554	9,983.13	
124-070-48-0000	555	9,983.13	
124-070-49-0000	556	9,983.13	
124-070-50-0000	557	9,983.13	
124-070-51-0000	558	9,983.13	
124-070-52-0000	559	9,983.13	
124-070-53-0000	560	9,983.13	

## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
124-070-54-0000	561	9,983.13	
124-070-55-0000	562	9,983.13	
124-070-56-0000	563	9,983.13	
124-070-57-0000	564	9,983.13	
124-070-58-0000	565	9,983.13	
124-080-01-0000	566	9,987.30	
124-080-02-0000	567	9,987.30	
124-080-03-0000	568	9,987.30	
124-080-04-0000	569	9,987.30	
124-080-05-0000	570	9,987.30	
124-080-06-0000	571	9,987.30	
124-080-07-0000	572	9,987.30	
124-080-08-0000	573	9,987.30	
124-080-09-0000	574	9,987.30	
124-080-10-0000	575	9,987.30	
124-080-11-0000	576	9,987.30	
124-080-12-0000	577	9,987.30	
124-080-13-0000	578	9,987.30	
124-080-14-0000	579	9,987.30	
124-080-15-0000	580	9,987.30	
124-080-16-0000	581	9,987.30	
124-080-17-0000	582	9,987.30	
124-080-18-0000	583	9,987.30	
124-080-19-0000	584	9,987.30	
124-080-20-0000	585	9,987.30	
124-080-21-0000	586	9,987.30	
124-080-22-0000	587	9,987.30	
124-080-23-0000	588	9,987.30	
124-080-24-0000	589	9,987.30	
124-080-25-0000	590	9,987.30	
124-080-26-0000	591	9,987.30	
124-080-27-0000	592	9,987.30	
124-080-28-0000	593	9,987.30	
124-080-29-0000	594	9,987.30	
124-080-30-0000	595	9,987.30	
124-080-31-0000	596	9,987.30	
124-080-32-0000	597	9,987.30	
124-080-33-0000	598	9,987.30	
124-080-34-0000	599	9,987.30	
124-080-35-0000	600	9,987.30	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
124-080-36-0000	601	9,987.30	
124-080-37-0000	602	9,987.30	
124-080-38-0000	603	9,987.30	
124-080-39-0000	604	9,987.30	
124-080-40-0000	605	9,987.30	
124-080-41-0000	606	9,987.30	
124-080-42-0000	607	9,987.30	
124-080-43-0000	608	9,987.30	
124-080-44-0000	609	9,987.30	
124-080-45-0000	610	9,987.30	
124-080-46-0000	611	9,987.30	
124-080-47-0000	612	9,987.30	
124-080-48-0000	613	9,987.30	
124-080-49-0000	614	9,987.30	
124-080-50-0000	615	9,987.30	
124-080-51-0000	616	9,987.30	
124-080-52-0000	617	9,987.30	
124-080-53-0000	618	9,987.30	
124-080-54-0000	619	9,987.30	
124-080-55-0000	620	9,987.30	
124-080-56-0000	621	9,987.30	
124-080-57-0000	622	9,987.30	
124-080-58-0000	623	9,987.30	
124-090-01-0000	624	9,963.47	
124-090-02-0000	625	9,963.47	
124-090-03-0000	626	9,963.47	
124-090-04-0000	627	9,963.47	
124-090-05-0000	628	9,963.47	
124-090-06-0000	629	9,963.47	
124-090-07-0000	630	9,963.47	
124-090-08-0000	631	9,963.47	
124-090-09-0000	632	9,963.47	
124-090-10-0000	633	9,963.47	
124-090-11-0000	634	9,963.47	
124-090-12-0000	635	9,963.47	
124-090-13-0000	636	9,963.47	
124-090-14-0000	637	9,963.47	
124-090-15-0000	638	9,963.47	
124-090-16-0000	639	9,963.47	
124-090-17-0000	640	9,963.47	

## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
124-090-18-0000	641	9,963.47	
124-090-19-0000	642	9,963.47	
124-090-20-0000	643	9,963.47	
124-090-21-0000	644	9,963.47	
124-090-22-0000	645	9,963.47	
124-090-23-0000	646	9,963.47	
124-090-24-0000	647	9,963.47	
124-090-25-0000	648	9,963.47	
124-090-26-0000	649	9,963.47	
124-090-27-0000	650	9,963.47	
124-090-28-0000	651	9,963.47	
124-090-29-0000	652	9,963.47	
124-090-30-0000	653	9,963.47	
124-090-31-0000	654	9,963.47	
124-090-32-0000	655	9,963.47	
124-090-33-0000	656	9,963.47	
124-090-34-0000	657	9,963.47	
124-090-35-0000	658	9,963.47	
124-090-36-0000	659	9,963.47	
124-090-37-0000	660	9,963.47	
124-090-38-0000	661	9,963.47	
124-090-39-0000	662	9,963.47	
124-090-40-0000	663	9,963.47	
124-090-41-0000	664	9,963.47	
124-090-42-0000	665	9,963.47	
124-090-43-0000	666	9,963.47	
124-090-44-0000	667	9,963.47	
124-090-45-0000	668	9,963.47	
124-090-46-0000	669	9,963.47	
124-090-47-0000	670	9,963.47	
124-090-48-0000	671	9,963.47	
124-090-49-0000	672	9,963.47	
124-090-50-0000	673	9,963.47	
124-100-01-0000	674	9,963.47	
124-100-02-0000	675	9,963.47	
124-100-03-0000	676	9,963.47	
124-100-04-0000	677	9,963.47	
124-100-05-0000	678	9,963.47	
124-100-06-0000	679	9,963.47	
124-100-07-0000	680	9,963.47	

## City of Stockton Reassessment District No. 2003-02

### Reassessment Roll

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Assessor's Parcel Number	Reassessment ID	As Preliminarily Approved	As Confirmed
124-100-08-0000	681	9,963.47	
124-100-09-0000	682	9,963.47	
124-100-10-0000	683	9,963.47	
124-100-11-0000	684	9,963.47	
124-100-12-0000	685	9,963.47	
124-100-13-0000	686	9,963.47	
124-100-14-0000	687	9,963.47	
124-100-15-0000	688	9,963.47	
124-100-16-0000	689	9,963.47	
124-100-17-0000	690	9,963.47	
124-100-18-0000	691	9,963.47	
124-100-19-0000	692	9,963.47	
124-100-20-0000	693	9,963.47	
124-100-21-0000	694	9,963.47	
124-100-22-0000	695	9,963.47	
124-100-23-0000	696	9,963.47	
124-100-24-0000	697	9,963.47	
124-100-25-0000	698	9,963.47	
124-100-26-0000	699	9,963.47	
124-100-27-0000	700	9,963.47	
124-100-28-0000	701	9,963.47	
124-100-29-0000	702	9,963.47	
124-100-30-0000	703	9,963.47	
124-100-31-0000	704	9,963.47	
124-100-32-0000	705	9,963.47	
124-100-33-0000	706	9,963.47	
124-100-34-0000	707	9,963.47	
124-100-35-0000	708	9,963.47	
124-100-36-0000	709	9,963.47	
124-100-37-0000	710	9,963.47	
124-100-38-0000	711	9,963.47	
124-100-39-0000	712	9,963.47	
124-100-40-0000	713	9,963.47	
124-100-41-0000	714	9,963.47	
124-100-42-0000	715	9,963.47	
124-100-43-0000	716	9,963.47	
124-100-44-0000	717	9,963.47	
124-100-45-0000	718	9,963.47	
124-100-46-0000	719	9,963.47	
124-100-47-0000	720	9,963.47	



**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
124-290-14-0000	721	619,960.93	
124-290-15-0000	722	110,430.55	
124-290-16-0000	723	71,683.00	
124-290-17-0000	724	88,150.70	
124-290-18-0000	725	132,710.40	
124-290-19-0000	726	46,497.05	
124-290-20-0000	727	47,465.75	
124-290-21-0000	728	113,846.95	
124-290-22-0000	729	10,198.17	
124-290-23-0000	730	35,105.25	
124-290-24-0000	731	25,103.20	
124-290-25-0000	732	31,280.94	
124-310-01-0000	733	9,981.45	
124-310-02-0000	734	9,981.45	
124-310-03-0000	735	9,981.45	
124-310-04-0000	736	9,981.45	
124-310-05-0000	737	9,981.45	
124-310-06-0000	738	9,981.45	
124-310-07-0000	739	9,981.45	
124-310-08-0000	740	9,981.45	
124-310-09-0000	741	9,981.45	
124-310-10-0000	742	9,981.45	
124-310-11-0000	743	9,981.45	
124-310-13-0000	744	9,981.45	
124-310-14-0000	745	9,981.45	
124-310-15-0000	746	9,981.45	
124-310-16-0000	747	9,981.45	
124-310-17-0000	748	9,981.45	
124-310-18-0000	749	9,981.45	
124-310-19-0000	750	9,981.45	
124-310-20-0000	751	9,981.45	
124-310-21-0000	752	9,981.45	
124-310-22-0000	753	9,981.45	
124-310-23-0000	754	9,981.45	
124-310-24-0000	755	9,981.45	
124-310-25-0000	756	9,981.45	
124-310-26-0000	757	9,981.45	
124-310-27-0000	758	9,981.45	
124-310-28-0000	759	9,981.45	
124-310-29-0000	760	9,981.45	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
124-310-30-0000	761	9,981.45	
124-310-31-0000	762	9,981.45	
124-310-32-0000	763	9,981.45	
124-310-33-0000	764	9,981.45	
124-310-34-0000	765	9,981.45	
124-310-35-0000	766	9,981.45	
124-310-36-0000	767	9,981.45	
124-310-37-0000	768	9,981.45	
124-310-38-0000	769	9,981.45	
124-310-39-0000	770	9,981.45	
124-310-40-0000	771	9,981.45	
124-310-41-0000	772	9,981.45	
124-310-42-0000	773	9,981.45	
124-310-43-0000	774	9,981.45	
124-310-44-0000	775	9,981.45	
124-310-45-0000	776	9,981.45	
124-310-46-0000	777	9,981.45	
124-310-47-0000	778	9,981.45	
124-310-48-0000	779	9,981.45	
124-310-49-0000	780	9,981.45	
124-310-50-0000	781	9,981.45	
124-310-51-0000	782	9,981.45	
124-310-52-0000	783	9,981.45	
124-310-53-0000	784	9,981.45	
124-310-54-0000	785	9,981.45	
124-310-55-0000	786	9,981.45	
124-310-56-0000	787	9,981.45	
124-310-57-0000	788	9,981.45	
124-310-58-0000	789	9,981.45	
124-310-59-0000	790	9,981.45	
124-310-60-0000	791	9,981.45	
124-310-61-0000	792	9,981.45	
124-310-62-0000	793	9,981.45	
124-310-63-0000	794	9,981.45	
124-310-64-0000	795	9,981.45	
124-310-65-0000	796	9,981.45	
124-320-01-0000	797	9,981.45	
124-320-02-0000	798	9,981.45	
124-320-03-0000	799	9,981.45	
124-320-04-0000	800	9,981.45	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
124-320-05-0000	801	9,981.45	
124-320-06-0000	802	9,981.45	
124-320-07-0000	803	9,981.45	
124-320-08-0000	804	9,981.45	
124-320-09-0000	805	9,981.45	
124-320-10-0000	806	9,981.45	
124-320-11-0000	807	9,981.45	
124-320-12-0000	808	9,981.45	
124-320-13-0000	809	9,981.45	
124-320-14-0000	810	9,981.45	
124-320-15-0000	811	9,981.45	
124-320-16-0000	812	9,981.45	
124-320-17-0000	813	9,981.45	
124-320-18-0000	814	9,981.45	
124-320-19-0000	815	9,981.45	
124-320-20-0000	816	9,981.45	
124-320-21-0000	817	9,981.45	
124-320-22-0000	818	9,981.45	
124-320-23-0000	819	9,981.45	
124-320-24-0000	820	9,981.45	
124-320-25-0000	821	9,981.45	
124-320-26-0000	822	9,981.45	
124-320-27-0000	823	9,981.45	
124-320-28-0000	824	9,981.45	
124-320-29-0000	825	9,981.45	
124-320-30-0000	826	9,981.45	
124-320-31-0000	827	9,981.45	
124-320-32-0000	828	9,981.45	
124-320-33-0000	829	9,981.45	
124-320-34-0000	830	9,981.45	
124-320-35-0000	831	9,981.45	
124-320-36-0000	832	9,981.45	
124-320-37-0000	833	9,981.45	
124-320-38-0000	834	9,981.45	
124-320-39-0000	835	9,981.45	
124-320-40-0000	836	9,981.45	
124-320-41-0000	837	9,981.45	
124-320-42-0000	838	9,981.45	
124-320-43-0000	839	9,981.45	
124-320-44-0000	840	9,981.45	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
124-320-45-0000	841	9,981.45	
124-320-46-0000	842	9,981.45	
124-320-47-0000	843	9,981.45	
124-320-48-0000	844	9,981.45	
124-330-01-0000	845	9,981.45	
124-330-02-0000	846	9,981.45	
124-330-03-0000	847	9,981.45	
124-330-04-0000	848	9,981.45	
124-330-05-0000	849	9,981.45	
124-330-06-0000	850	9,981.45	
124-330-07-0000	851	9,981.45	
124-330-08-0000	852	9,981.45	
124-330-09-0000	853	9,981.45	
124-330-10-0000	854	9,981.45	
124-330-11-0000	855	9,981.45	
124-330-12-0000	856	9,981.45	
124-330-13-0000	857	9,981.45	
124-330-14-0000	858	9,981.45	
124-330-15-0000	859	9,981.45	
124-330-16-0000	860	9,981.45	
124-330-17-0000	861	9,981.45	
124-330-18-0000	862	9,981.45	
124-330-19-0000	863	9,981.45	
124-330-20-0000	864	9,981.45	
124-330-21-0000	865	9,981.45	
124-330-22-0000	866	9,981.45	
124-330-23-0000	867	9,981.45	
124-330-24-0000	868	9,981.45	
124-330-25-0000	869	9,981.45	
124-330-26-0000	870	9,981.45	
124-330-27-0000	871	9,981.45	
124-330-28-0000	872	9,981.45	
124-330-29-0000	873	9,981.45	
124-330-30-0000	874	9,981.45	
124-330-31-0000	875	9,981.45	
124-330-32-0000	876	9,981.45	
124-330-33-0000	877	9,981.45	
124-330-34-0000	878	9,981.45	
124-330-35-0000	879	9,981.45	
124-330-36-0000	880	9,981.45	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
124-330-37-0000	881	9,981.45	
124-330-39-0000	882	9,981.45	
124-330-40-0000	883	9,981.45	
124-330-41-0000	884	9,981.45	
124-330-42-0000	885	9,981.45	
124-330-43-0000	886	9,981.45	
124-330-44-0000	887	9,981.45	
124-330-45-0000	888	9,981.45	
124-330-46-0000	889	9,981.45	
124-330-47-0000	890	9,981.45	
124-330-48-0000	891	9,981.45	
124-330-49-0000	892	9,981.45	
124-330-50-0000	893	9,981.45	
124-330-51-0000	894	9,981.45	
124-330-52-0000	895	9,981.45	
124-330-53-0000	896	9,981.45	
124-330-54-0000	897	9,981.45	
124-330-55-0000	898	9,981.45	
124-330-56-0000	899	9,981.45	
124-330-57-0000	900	9,981.45	
124-330-58-0000	901	9,981.45	
124-330-59-0000	902	9,981.45	
124-330-60-0000	903	9,981.45	
124-330-61-0000	904	9,981.45	
124-330-62-0000	905	9,981.45	
124-330-63-0000	906	9,981.45	
124-330-64-0000	907	9,981.45	
124-330-65-0000	908	9,981.45	
124-330-66-0000	909	9,981.45	
124-330-67-0000	910	9,981.45	
124-330-68-0000	911	9,981.45	
124-330-69-0000	912	9,981.45	
124-330-70-0000	913	9,981.45	
124-330-71-0000	914	9,981.45	
124-330-72-0000	915	9,981.45	
124-330-73-0000	916	9,981.45	
124-330-74-0000	917	9,981.45	
124-340-01-0000	918	9,981.45	
124-340-02-0000	919	9,981.45	
124-340-03-0000	920	9,981.45	

**City of Stockton**  
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**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
124-340-04-0000	921	9,981.45	
124-340-05-0000	922	9,981.45	
124-340-06-0000	923	9,981.45	
124-340-07-0000	924	9,981.45	
124-340-08-0000	925	9,981.45	
124-340-09-0000	926	9,981.45	
124-340-10-0000	927	9,981.45	
124-340-11-0000	928	9,981.45	
124-340-12-0000	929	9,981.45	
124-340-13-0000	930	9,981.45	
124-340-14-0000	931	9,981.45	
124-340-15-0000	932	9,981.45	
124-340-16-0000	933	9,981.45	
124-340-17-0000	934	9,981.45	
124-340-18-0000	935	9,981.45	
124-340-19-0000	936	9,981.45	
124-340-20-0000	937	9,981.45	
124-340-21-0000	938	9,981.45	
124-340-22-0000	939	9,981.45	
124-340-23-0000	940	9,981.45	
124-340-24-0000	941	9,981.45	
124-340-25-0000	942	9,981.45	
124-340-26-0000	943	9,981.45	
124-340-27-0000	944	9,981.45	
124-340-28-0000	945	9,981.45	
124-340-29-0000	946	9,981.45	
124-340-30-0000	947	9,981.45	
124-340-31-0000	948	9,981.45	
124-340-32-0000	949	9,981.45	
124-340-33-0000	950	9,981.45	
124-340-34-0000	951	9,981.45	
124-340-35-0000	952	9,981.45	
124-340-36-0000	953	9,981.45	
124-340-37-0000	954	9,981.45	
124-340-38-0000	955	9,981.45	
124-340-39-0000	956	9,981.45	
124-340-40-0000	957	9,981.45	
124-340-41-0000	958	9,981.45	
124-340-42-0000	959	9,981.45	
124-340-43-0000	960	9,981.45	

**City of Stockton**  
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**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
124-340-44-0000	961	9,981.45	
124-340-45-0000	962	9,981.45	
124-340-46-0000	963	9,981.45	
124-340-47-0000	964	9,981.45	
124-340-48-0000	965	9,981.45	
124-340-49-0000	966	9,981.45	
124-340-50-0000	967	9,981.45	
124-340-51-0000	968	9,981.45	
124-340-52-0000	969	9,981.45	
124-340-53-0000	970	9,981.45	
124-340-54-0000	971	9,981.45	
124-340-55-0000	972	9,981.45	
124-340-56-0000	973	9,981.45	
124-340-57-0000	974	9,981.45	
124-340-58-0000	975	9,981.45	
124-340-59-0000	976	9,981.45	
124-340-60-0000	977	9,981.45	
124-340-61-0000	978	9,981.45	
124-340-62-0000	979	9,981.45	
124-340-63-0000	980	9,981.45	
124-340-64-0000	981	9,981.45	
124-340-65-0000	982	9,981.45	
124-340-66-0000	983	9,981.45	
124-340-67-0000	984	9,981.45	
124-340-68-0000	985	9,981.45	
124-340-69-0000	986	9,981.45	
124-340-70-0000	987	9,981.45	
124-340-72-0000	988	9,981.45	
124-340-73-0000	989	9,981.45	
124-340-74-0000	990	9,981.45	
124-340-75-0000	991	9,981.45	
124-340-76-0000	992	9,981.45	
124-340-77-0000	993	9,981.45	
124-340-78-0000	994	9,981.45	
124-340-79-0000	995	9,981.45	
124-340-80-0000	996	9,981.45	
124-340-81-0000	997	9,981.45	
124-340-82-0000	998	9,981.45	
124-340-83-0000	999	9,981.45	
124-350-01-0000	1000	10,131.37	



**City of Stockton**  
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**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
124-350-02-0000	1001	10,131.37	
124-350-03-0000	1002	10,131.37	
124-350-04-0000	1003	10,131.37	
124-350-05-0000	1004	10,131.37	
124-350-06-0000	1005	10,131.37	
124-350-07-0000	1006	10,131.37	
124-350-08-0000	1007	10,131.37	
124-350-09-0000	1008	10,131.37	
124-350-10-0000	1009	10,131.37	
124-350-11-0000	1010	10,131.37	
124-350-12-0000	1011	10,131.37	
124-350-13-0000	1012	10,131.37	
124-350-14-0000	1013	10,131.37	
124-350-15-0000	1014	10,131.37	
124-350-16-0000	1015	10,131.37	
124-350-17-0000	1016	10,131.37	
124-350-18-0000	1017	10,131.37	
124-350-19-0000	1018	10,131.37	
124-350-20-0000	1019	10,131.37	
124-350-21-0000	1020	10,131.37	
124-350-22-0000	1021	10,131.37	
124-350-23-0000	1022	10,131.37	
124-350-24-0000	1023	10,131.37	
124-350-25-0000	1024	10,131.37	
124-350-26-0000	1025	10,131.37	
124-350-27-0000	1026	10,131.37	
124-350-28-0000	1027	10,131.37	
124-350-29-0000	1028	10,131.37	
124-350-30-0000	1029	10,131.37	
124-350-31-0000	1030	10,131.37	
124-350-32-0000	1031	10,131.37	
124-350-33-0000	1032	10,131.37	
124-350-34-0000	1033	10,131.37	
124-350-35-0000	1034	10,131.37	
124-350-36-0000	1035	10,131.37	
124-350-37-0000	1036	10,131.37	
124-350-38-0000	1037	10,131.37	
124-350-39-0000	1038	10,131.37	
124-350-40-0000	1039	10,131.37	
124-350-41-0000	1040	10,131.37	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
124-350-42-0000	1041	10,131.37	
124-350-43-0000	1042	10,131.37	
124-350-44-0000	1043	10,131.37	
124-350-45-0000	1044	10,131.37	
124-350-46-0000	1045	10,131.37	
124-350-47-0000	1046	10,131.37	
124-350-48-0000	1047	10,131.37	
124-350-49-0000	1048	10,131.37	
124-350-50-0000	1049	10,131.37	
124-350-51-0000	1050	10,131.37	
124-350-52-0000	1051	10,131.37	
124-350-53-0000	1052	10,131.37	
124-350-54-0000	1053	10,131.37	
124-350-55-0000	1054	10,131.37	
124-350-56-0000	1055	10,131.37	
124-350-57-0000	1056	10,131.37	
124-350-58-0000	1057	10,131.37	
124-350-59-0000	1058	10,131.37	
126-220-01-0000	1059	9,948.56	
126-220-02-0000	1060	9,948.56	
126-220-03-0000	1061	9,948.56	
126-220-04-0000	1062	9,948.56	
126-220-05-0000	1063	9,948.56	
126-220-06-0000	1064	9,948.56	
126-220-07-0000	1065	9,948.56	
126-220-08-0000	1066	9,948.56	
126-220-09-0000	1067	9,948.56	
126-220-10-0000	1068	9,948.56	
126-220-11-0000	1069	9,948.56	
126-220-12-0000	1070	9,948.56	
126-220-14-0000	1071	9,948.56	
126-220-15-0000	1072	9,948.56	
126-220-16-0000	1073	9,948.56	
126-220-17-0000	1074	9,948.56	
126-220-18-0000	1075	9,948.56	
126-220-19-0000	1076	9,948.56	
126-220-20-0000	1077	9,948.56	
126-220-21-0000	1078	9,948.56	
126-220-22-0000	1079	9,948.56	
126-220-23-0000	1080	9,948.56	

**City of Stockton**  
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**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
126-220-24-0000	1081	9,948.56	
126-220-25-0000	1082	9,948.56	
126-220-26-0000	1083	9,948.56	
126-220-27-0000	1084	9,948.56	
126-220-28-0000	1085	9,948.56	
126-220-29-0000	1086	9,948.56	
126-220-30-0000	1087	9,948.56	
126-220-31-0000	1088	9,948.56	
126-220-32-0000	1089	9,948.56	
126-220-33-0000	1090	9,948.56	
126-220-34-0000	1091	9,948.56	
126-220-35-0000	1092	9,948.56	
126-220-36-0000	1093	9,948.56	
126-220-37-0000	1094	9,948.56	
126-220-38-0000	1095	9,948.56	
126-220-39-0000	1096	9,948.56	
126-220-40-0000	1097	9,948.56	
126-220-41-0000	1098	9,948.56	
126-220-42-0000	1099	9,948.56	
126-220-43-0000	1100	9,948.56	
126-220-44-0000	1101	9,948.56	
126-220-45-0000	1102	9,948.56	
126-220-46-0000	1103	9,948.56	
126-220-47-0000	1104	9,948.56	
126-220-48-0000	1105	9,948.56	
126-220-49-0000	1106	9,948.56	
126-220-50-0000	1107	9,948.56	
126-220-51-0000	1108	9,948.56	
126-220-52-0000	1109	9,948.56	
126-220-53-0000	1110	9,948.56	
126-220-54-0000	1111	9,948.56	
126-220-55-0000	1112	9,948.56	
126-220-56-0000	1113	9,948.56	
126-230-01-0000	1114	9,948.56	
126-230-02-0000	1115	9,948.56	
126-230-03-0000	1116	9,948.56	
126-230-04-0000	1117	9,948.56	
126-230-05-0000	1118	9,948.56	
126-230-06-0000	1119	9,948.56	
126-230-07-0000	1120	9,948.56	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
126-230-08-0000	1121	9,948.56	
126-230-09-0000	1122	9,948.56	
126-230-10-0000	1123	9,948.56	
126-230-11-0000	1124	9,948.56	
126-230-12-0000	1125	9,948.56	
126-230-13-0000	1126	9,948.56	
126-230-14-0000	1127	9,948.56	
126-230-15-0000	1128	9,948.56	
126-230-16-0000	1129	9,948.56	
126-230-17-0000	1130	9,948.56	
126-230-18-0000	1131	9,948.56	
126-230-19-0000	1132	9,948.56	
126-230-20-0000	1133	9,948.56	
126-230-21-0000	1134	9,948.56	
126-230-22-0000	1135	9,948.56	
126-230-23-0000	1136	9,948.56	
126-230-24-0000	1137	9,948.56	
126-230-25-0000	1138	9,948.56	
126-230-26-0000	1139	9,948.56	
126-230-27-0000	1140	9,948.56	
126-230-28-0000	1141	9,948.56	
126-230-29-0000	1142	9,948.56	
126-230-30-0000	1143	9,948.56	
126-230-31-0000	1144	9,948.56	
126-230-32-0000	1145	9,948.56	
126-230-33-0000	1146	9,948.56	
126-230-34-0000	1147	9,948.56	
126-230-35-0000	1148	9,948.56	
126-230-36-0000	1149	9,948.56	
126-230-37-0000	1150	9,948.56	
126-230-38-0000	1151	9,948.56	
126-230-39-0000	1152	9,948.56	
126-230-40-0000	1153	9,948.56	
126-230-41-0000	1154	9,948.56	
126-230-42-0000	1155	9,948.56	
126-230-43-0000	1156	9,948.56	
126-230-44-0000	1157	9,948.56	
126-230-45-0000	1158	9,948.56	
126-230-46-0000	1159	9,948.56	
126-230-47-0000	1160	9,948.56	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
126-230-48-0000	1161	9,948.56	
126-230-49-0000	1162	9,948.56	
126-230-50-0000	1163	9,948.56	
126-230-51-0000	1164	9,948.56	
126-230-52-0000	1165	9,948.56	
126-230-53-0000	1166	9,948.56	
126-230-54-0000	1167	9,948.56	
126-230-55-0000	1168	9,948.56	
126-230-56-0000	1169	9,948.56	
126-230-57-0000	1170	9,948.56	
126-230-58-0000	1171	9,948.56	
126-230-59-0000	1172	9,948.56	
126-240-01-0000	1173	9,948.56	
126-240-02-0000	1174	9,948.56	
126-240-03-0000	1175	9,948.56	
126-240-04-0000	1176	9,948.56	
126-240-05-0000	1177	9,948.56	
126-240-06-0000	1178	9,948.56	
126-240-07-0000	1179	9,948.56	
126-240-08-0000	1180	9,948.56	
126-240-09-0000	1181	9,948.56	
126-240-10-0000	1182	9,948.56	
126-240-11-0000	1183	9,948.56	
126-240-12-0000	1184	9,948.56	
126-240-13-0000	1185	9,948.56	
126-240-14-0000	1186	9,948.56	
126-240-15-0000	1187	9,948.56	
126-240-16-0000	1188	9,948.56	
126-240-17-0000	1189	9,948.56	
126-240-18-0000	1190	9,948.56	
126-240-19-0000	1191	9,948.56	
126-240-20-0000	1192	9,948.56	
126-240-21-0000	1193	9,948.56	
126-240-22-0000	1194	9,948.56	
126-240-23-0000	1195	9,948.56	
126-240-24-0000	1196	9,948.56	
126-240-25-0000	1197	9,948.56	
126-240-26-0000	1198	9,948.56	
126-240-27-0000	1199	9,948.56	
126-240-28-0000	1200	9,948.56	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
126-240-29-0000	1201	9,948.56	
126-240-30-0000	1202	9,948.56	
126-240-31-0000	1203	9,948.56	
126-240-32-0000	1204	9,948.56	
126-240-33-0000	1205	9,948.56	
126-240-34-0000	1206	9,948.56	
126-240-35-0000	1207	9,948.56	
126-240-36-0000	1208	9,948.56	
126-240-37-0000	1209	9,948.56	
126-240-38-0000	1210	9,948.56	
126-240-39-0000	1211	9,948.56	
126-240-40-0000	1212	9,948.56	
126-240-41-0000	1213	9,948.56	
126-240-42-0000	1214	9,948.56	
126-240-43-0000	1215	9,948.56	
126-240-44-0000	1216	9,948.56	
126-240-45-0000	1217	9,948.56	
126-240-46-0000	1218	9,948.56	
126-240-47-0000	1219	9,948.56	
126-240-48-0000	1220	9,948.56	
126-240-49-0000	1221	9,948.56	
126-240-50-0000	1222	9,948.56	
126-250-01-0000	1223	9,948.83	
126-250-02-0000	1224	9,948.83	
126-250-03-0000	1225	9,948.83	
126-250-04-0000	1226	9,948.83	
126-250-05-0000	1227	9,948.83	
126-250-06-0000	1228	9,948.83	
126-250-07-0000	1229	9,948.83	
126-250-08-0000	1230	9,948.83	
126-250-09-0000	1231	9,948.83	
126-250-10-0000	1232	9,948.83	
126-250-11-0000	1233	9,948.83	
126-250-12-0000	1234	9,948.83	
126-250-13-0000	1235	9,948.83	
126-250-14-0000	1236	9,948.83	
126-250-15-0000	1237	9,948.83	
126-250-16-0000	1238	9,948.83	
126-250-17-0000	1239	9,948.83	
126-250-18-0000	1240	9,948.83	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
126-250-19-0000	1241	9,948.83	
126-250-20-0000	1242	9,948.83	
126-250-21-0000	1243	9,948.83	
126-250-22-0000	1244	9,948.83	
126-250-23-0000	1245	9,948.83	
126-250-24-0000	1246	9,948.83	
126-250-25-0000	1247	9,948.83	
126-250-26-0000	1248	9,948.83	
126-250-27-0000	1249	9,948.83	
126-250-28-0000	1250	9,948.83	
126-250-29-0000	1251	9,948.83	
126-250-30-0000	1252	9,948.83	
126-250-31-0000	1253	9,948.83	
126-250-32-0000	1254	9,948.83	
126-250-33-0000	1255	9,948.83	
126-250-34-0000	1256	9,948.83	
126-250-35-0000	1257	9,948.83	
126-250-36-0000	1258	9,948.83	
126-250-37-0000	1259	9,948.83	
126-250-38-0000	1260	9,948.83	
126-250-39-0000	1261	9,948.83	
126-250-40-0000	1262	9,948.83	
126-250-41-0000	1263	9,948.83	
126-250-42-0000	1264	9,948.83	
126-250-43-0000	1265	9,948.83	
126-250-44-0000	1266	9,948.83	
126-250-45-0000	1267	9,948.83	
126-250-46-0000	1268	9,948.83	
126-250-47-0000	1269	9,948.83	
126-250-48-0000	1270	9,948.83	
126-250-49-0000	1271	9,948.83	
126-250-50-0000	1272	9,948.83	
126-250-51-0000	1273	9,948.83	
126-250-52-0000	1274	9,948.83	
126-250-53-0000	1275	9,948.83	
126-250-54-0000	1276	9,948.83	
126-250-55-0000	1277	9,948.83	
126-250-56-0000	1278	9,948.83	
126-250-57-0000	1279	9,948.83	
126-250-58-0000	1280	9,948.83	



**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
126-250-59-0000	1281	9,948.83	
126-250-60-0000	1282	9,948.83	
126-250-61-0000	1283	9,948.83	
126-250-62-0000	1284	9,948.83	
126-250-63-0000	1285	9,948.83	
126-250-64-0000	1286	9,948.83	
126-250-65-0000	1287	9,948.83	
126-250-66-0000	1288	9,948.83	
126-250-67-0000	1289	9,948.83	
126-250-68-0000	1290	9,948.83	
126-250-69-0000	1291	9,948.83	
126-250-70-0000	1292	9,948.83	
126-250-71-0000	1293	9,948.83	
126-250-72-0000	1294	9,948.83	
126-250-73-0000	1295	9,948.83	
126-250-74-0000	1296	9,948.83	
126-250-75-0000	1297	9,948.83	
126-250-76-0000	1298	9,948.83	
126-250-77-0000	1299	9,948.83	
126-260-01-0000	1300	9,948.83	
126-260-02-0000	1301	9,948.83	
126-260-03-0000	1302	9,948.83	
126-260-04-0000	1303	9,948.83	
126-260-05-0000	1304	9,948.83	
126-260-06-0000	1305	9,948.83	
126-260-07-0000	1306	9,948.83	
126-260-08-0000	1307	9,948.83	
126-260-09-0000	1308	9,948.83	
126-260-10-0000	1309	9,948.83	
126-260-11-0000	1310	9,948.83	
126-260-12-0000	1311	9,948.83	
126-260-13-0000	1312	9,948.83	
126-260-14-0000	1313	9,948.83	
126-260-15-0000	1314	9,948.83	
126-260-16-0000	1315	9,948.83	
126-260-17-0000	1316	9,948.83	
126-260-18-0000	1317	9,948.83	
126-260-19-0000	1318	9,948.83	
126-260-20-0000	1319	9,948.83	
126-260-21-0000	1320	9,948.83	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
126-260-22-0000	1321	9,948.83	
126-260-23-0000	1322	9,948.83	
126-260-24-0000	1323	9,948.83	
126-260-25-0000	1324	9,948.83	
126-260-26-0000	1325	9,948.83	
126-260-27-0000	1326	9,948.83	
126-260-28-0000	1327	9,948.83	
126-260-29-0000	1328	9,948.83	
126-260-30-0000	1329	9,948.83	
126-260-31-0000	1330	9,948.83	
126-260-32-0000	1331	9,948.83	
126-260-33-0000	1332	9,948.83	
126-260-34-0000	1333	9,948.83	
126-260-35-0000	1334	9,948.83	
126-260-36-0000	1335	9,948.83	
126-260-37-0000	1336	9,948.83	
126-260-38-0000	1337	9,948.83	
126-260-39-0000	1338	9,948.83	
126-260-40-0000	1339	9,948.83	
126-260-41-0000	1340	9,948.83	
126-260-42-0000	1341	9,948.83	
126-260-43-0000	1342	9,948.83	
126-260-44-0000	1343	9,948.83	
126-260-45-0000	1344	9,948.83	
126-260-46-0000	1345	9,948.83	
126-260-47-0000	1346	9,948.83	
126-260-48-0000	1347	9,948.83	
126-260-49-0000	1348	9,948.83	
126-260-50-0000	1349	9,948.83	
126-260-51-0000	1350	9,948.83	
126-260-52-0000	1351	9,948.83	
126-260-53-0000	1352	9,948.83	
126-260-54-0000	1353	9,948.83	
126-260-55-0000	1354	9,948.83	
126-260-56-0000	1355	9,948.83	
126-260-57-0000	1356	9,948.83	
126-260-58-0000	1357	9,948.83	
126-260-59-0000	1358	9,948.83	
126-260-60-0000	1359	9,948.83	
126-260-61-0000	1360	9,948.83	

**City of Stockton**  
**Reassessment District No. 2003-02**

**Reassessment Roll**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<b>Assessor's Parcel Number</b>	<b>Reassessment ID</b>	<b>As Preliminarily Approved</b>	<b>As Confirmed</b>
126-260-62-0000	1361	9,948.83	
126-260-63-0000	1362	9,948.83	
126-260-64-0000	1363	9,948.83	
126-260-65-0000	1364	9,948.83	
126-260-66-0000	1365	9,948.83	
126-260-67-0000	1366	9,948.83	
126-260-68-0000	1367	9,948.83	
126-260-69-0000	1368	9,948.83	
126-260-70-0000	1369	9,948.83	
126-260-71-0000	1370	9,948.83	
126-260-72-0000	1371	9,948.83	
126-260-73-0000	1372	9,948.83	
126-260-74-0000	1373	9,948.83	
126-260-75-0000	1374	9,948.83	
126-260-76-0000	1375	9,948.83	
126-260-77-0000	1376	9,948.83	
126-260-78-0000	1377	9,948.83	
126-260-79-0000	1378	9,948.83	
126-260-80-0000	1379	9,948.83	
126-260-81-0000	1380	9,948.83	
126-260-82-0000	1381	9,948.83	
126-260-83-0000	1382	9,948.83	
126-260-84-0000	1383	9,948.83	
<b>Total</b>		<b>\$14,160,000.00</b>	

**CITY OF STOCKTON**  
**Reassessment District No. 2003-02**

**Comparison of the Auditor's Records for the Existing  
Bonds and the 2014 Refunding Bonds**

The auditor's records only include the unique reassessment lien amounts.

City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		Total of all Parcels		Remaining Assessment Lien:		\$15,245,931.33	
Reassessment No:		Included within the Proposed		Estimated Reassessment:		\$14,160,000.00	
Property Owner:		Reassessment District		Estimated Lien Savings:		\$1,085,931.33	
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$415,570.46	\$471,890.31	\$887,460.77	\$50,000.00	\$460,290.83	\$510,290.83	\$377,169.94
2015	435,597.94	920,924.24	1,356,522.18	\$475,000.00	658,943.75	1,133,943.75	222,578.43
2016	460,632.31	896,530.74	1,357,163.05	\$495,000.00	635,906.25	1,130,906.25	226,256.80
2017	485,666.68	870,274.70	1,355,941.38	\$520,000.00	611,800.00	1,131,800.00	224,141.38
2018	515,707.94	842,106.03	1,357,813.97	\$545,000.00	586,506.25	1,131,506.25	226,307.72
2019	545,749.18	811,679.27	1,357,428.45	\$570,000.00	560,025.00	1,130,025.00	227,403.45
2020	580,797.30	777,842.80	1,358,640.10	\$600,000.00	532,237.50	1,132,237.50	226,402.60
2021	615,845.42	741,833.35	1,357,678.77	\$625,000.00	503,143.75	1,128,143.75	229,535.02
2022	650,893.52	703,650.96	1,354,544.48	\$655,000.00	472,743.75	1,127,743.75	226,800.73
2023	690,948.53	663,295.54	1,354,244.07	\$685,000.00	440,918.75	1,125,918.75	228,325.32
2024	736,010.38	620,456.76	1,356,467.14	\$720,000.00	407,550.00	1,127,550.00	228,917.14
2025	781,072.26	574,088.09	1,355,160.35	\$750,000.00	372,637.50	1,122,637.50	232,522.85
2026	831,140.98	524,880.53	1,356,021.51	\$790,000.00	336,062.50	1,126,062.50	229,959.01
2027	886,216.59	472,518.63	1,358,735.22	\$830,000.00	297,587.50	1,127,587.50	231,147.72
2028	941,292.20	416,687.00	1,357,979.20	\$865,000.00	257,331.25	1,122,331.25	235,647.95
2029	1,001,374.66	357,385.59	1,358,760.25	\$910,000.00	215,175.00	1,125,175.00	233,585.25
2030	1,061,457.18	294,298.97	1,355,756.15	\$950,000.00	171,000.00	1,121,000.00	234,756.15
2031	1,131,553.43	227,427.15	1,358,980.58	\$995,000.00	124,806.25	1,119,806.25	239,174.33
2032	1,201,649.64	156,139.30	1,357,788.94	\$1,040,000.00	76,475.00	1,116,475.00	241,313.94
2033	1,276,754.73	80,435.35	1,357,190.08	\$1,090,000.00	25,887.50	1,115,887.50	241,302.58
TOTAL	\$15,245,931.33	\$11,424,345.31	\$26,670,276.64	\$14,160,000.00	\$7,747,028.33	\$21,907,028.33	\$4,763,248.31
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$4,763,248.31			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.  
The original lien amounts exceeded the principal amount in the original debt service schedule  
Total savings shown will be reduced by the amount of funds available from levy collections to date.

City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		122-080-01-0000			Remaining Assessment Lien:		\$7,299.34
Reassessment No:		192			Estimated Reassessment:		\$6,779.41
Property Owner:		TAASIN, GLENN B & ROWENA R			Estimated Lien Savings:		\$519.93
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$198.96	\$225.93	\$424.89	\$23.94	\$220.37	\$244.31	\$180.58
2015	208.55	440.91	649.46	227.42	315.48	542.90	106.56
2016	220.54	429.23	649.77	236.99	304.45	541.44	108.33
2017	232.52	416.66	649.18	248.96	292.91	541.87	107.31
2018	246.91	403.18	650.09	260.93	280.80	541.73	108.36
2019	261.29	388.61	649.90	272.90	268.12	541.02	108.88
2020	278.07	372.41	650.48	287.26	254.82	542.08	108.40
2021	294.85	355.17	650.02	299.23	240.89	540.12	109.90
2022	311.63	336.89	648.52	313.60	226.34	539.94	108.58
2023	330.81	317.57	648.38	327.96	211.10	539.06	109.32
2024	352.38	297.06	649.44	344.72	195.12	539.84	109.60
2025	373.96	274.86	648.82	359.08	178.41	537.49	111.33
2026	397.93	251.30	649.23	378.23	160.90	539.13	110.10
2027	424.30	226.23	650.53	397.38	142.48	539.86	110.67
2028	450.66	199.50	650.16	414.14	123.20	537.34	112.82
2029	479.43	171.11	650.54	435.68	103.02	538.70	111.84
2030	508.20	140.90	649.10	454.83	81.87	536.70	112.40
2031	541.76	108.89	650.65	476.38	59.75	536.13	114.52
2032	575.32	74.76	650.08	497.92	36.61	534.53	115.55
2033	611.27	38.51	649.78	521.86	12.39	534.25	115.53
TOTALS	\$7,299.34	\$5,469.68	\$12,769.02	\$6,779.41	\$3,709.03	\$10,488.44	\$2,280.58
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$2,280.58			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		122-100-01-0000			Remaining Assessment Lien:		\$7,840.62
Reassessment No:		273			Estimated Reassessment:		<u>\$7,282.15</u>
Property Owner:		SEALES, KIRVAN & LAURYN			Estimated Lien Savings:		\$558.47
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$213.72	\$242.68	\$456.40	\$25.71	\$236.72	\$262.43	\$193.97
2015	224.02	473.61	697.63	244.28	338.88	583.16	114.47
2016	236.89	461.06	697.95	254.57	327.03	581.60	116.35
2017	249.77	447.56	697.33	267.42	314.63	582.05	115.28
2018	265.22	433.08	698.30	280.28	301.63	581.91	116.39
2019	280.67	417.43	698.10	293.14	288.01	581.15	116.95
2020	298.69	400.03	698.72	308.57	273.72	582.29	116.43
2021	316.71	381.51	698.22	321.42	258.75	580.17	118.05
2022	334.74	361.87	696.61	336.85	243.12	579.97	116.64
2023	355.34	341.12	696.46	352.28	226.75	579.03	117.43
2024	378.51	319.09	697.60	370.28	209.59	579.87	117.73
2025	401.69	295.24	696.93	385.71	191.64	577.35	119.58
2026	427.44	269.93	697.37	406.28	172.83	579.11	118.26
2027	455.76	243.01	698.77	426.85	153.04	579.89	118.88
2028	484.08	214.29	698.37	444.85	132.34	577.19	121.18
2029	514.98	183.79	698.77	467.99	110.66	578.65	120.12
2030	545.88	151.35	697.23	488.56	87.94	576.50	120.73
2031	581.93	116.96	698.89	511.70	64.18	575.88	123.01
2032	617.98	80.30	698.28	534.85	39.33	574.18	124.10
2033	656.60	41.37	697.97	560.56	13.31	573.87	124.10
TOTALS	\$7,840.62	\$5,875.28	\$13,715.90	\$7,282.15	\$3,984.10	\$11,266.25	\$2,449.65
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$2,449.65			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.



City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		122-070-01-0000			Remaining Assessment Lien:		\$7,950.16
Reassessment No:		114			Estimated Reassessment:		\$7,383.86
Property Owner:		RAKKAR, JAGTAR SINGH ETAL			Estimated Lien Savings:		\$566.30
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$216.70	\$246.07	\$462.77	\$26.07	\$240.02	\$266.09	\$196.68
2015	227.15	480.22	707.37	247.69	343.61	591.30	116.07
2016	240.20	467.50	707.70	258.12	331.60	589.72	117.98
2017	253.26	453.81	707.07	271.16	319.03	590.19	116.88
2018	268.92	439.12	708.04	284.20	305.84	590.04	118.00
2019	284.59	423.26	707.85	297.23	292.03	589.26	118.59
2020	302.86	405.61	708.47	312.88	277.54	590.42	118.05
2021	321.14	386.84	707.98	325.91	262.37	588.28	119.70
2022	339.41	366.93	706.34	341.56	246.52	588.08	118.26
2023	360.30	345.88	706.18	357.20	229.92	587.12	119.06
2024	383.80	323.54	707.34	375.45	212.52	587.97	119.37
2025	407.30	299.36	706.66	391.09	194.32	585.41	121.25
2026	433.41	273.70	707.11	411.95	175.24	587.19	119.92
2027	462.13	246.40	708.53	432.81	155.18	587.99	120.54
2028	490.85	217.29	708.14	451.06	134.19	585.25	122.89
2029	522.18	186.36	708.54	474.53	112.20	586.73	121.81
2030	553.51	153.46	706.97	495.39	89.17	584.56	122.41
2031	590.06	118.59	708.65	518.85	65.08	583.93	124.72
2032	626.61	81.42	708.03	542.32	39.88	582.20	125.83
2033	665.78	41.94	707.72	568.39	13.50	581.89	125.83
TOTALS	\$7,950.16	\$5,957.30	\$13,907.46	\$7,383.86	\$4,039.76	\$11,423.62	\$2,483.84
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$2,483.84			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		122-050-01-0000			Remaining Assessment Lien:		\$7,989.47
Reassessment No:		1			Estimated Reassessment:		<u>\$7,420.41</u>
Property Owner:		AISPURO, JOSE			Estimated Lien Savings:		\$569.06
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$217.78	\$247.29	\$465.07	\$26.20	\$241.21	\$267.41	\$197.66
2015	228.27	482.60	710.87	248.92	345.31	594.23	116.64
2016	241.39	469.82	711.21	259.40	333.24	592.64	118.57
2017	254.51	456.06	710.57	272.50	320.61	593.11	117.46
2018	270.25	441.30	711.55	285.60	307.35	592.95	118.60
2019	285.99	425.35	711.34	298.70	293.48	592.18	119.16
2020	304.36	407.62	711.98	314.42	278.91	593.33	118.65
2021	322.73	388.75	711.48	327.53	263.67	591.20	120.28
2022	341.09	368.74	709.83	343.25	247.74	590.99	118.84
2023	362.08	347.59	709.67	358.97	231.06	590.03	119.64
2024	385.70	325.14	710.84	377.31	213.57	590.88	119.96
2025	409.31	300.85	710.16	393.03	195.28	588.31	121.85
2026	435.55	275.06	710.61	413.99	176.11	590.10	120.51
2027	464.41	247.62	712.03	434.95	155.95	590.90	121.13
2028	493.28	218.36	711.64	453.29	134.85	588.14	123.50
2029	524.76	187.28	712.04	476.88	112.76	589.64	122.40
2030	556.25	154.22	710.47	497.84	89.61	587.45	123.02
2031	592.98	119.18	712.16	521.42	65.40	586.82	125.34
2032	629.71	81.82	711.53	545.00	40.08	585.08	126.45
2033	669.07	42.15	711.22	571.20	13.57	584.77	126.45
TOTALS	\$7,989.47	\$5,986.80	\$13,976.27	\$7,420.40	\$4,059.76	\$11,480.16	\$2,496.11
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$2,496.11			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		126-220-01-0000		Remaining Assessment Lien:		\$10,711.51	
Reassessment No:		1059		Estimated Reassessment:		\$9,948.56	
Property Owner:		PHAM, TRUC		Estimated Lien Savings:		\$762.95	
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$291.97	\$331.54	\$623.51	\$35.13	\$323.39	\$358.52	\$264.99
2015	306.04	647.02	953.06	333.73	462.96	796.69	156.37
2016	323.63	629.89	953.52	347.78	446.78	794.56	158.96
2017	341.22	611.44	952.66	365.34	429.84	795.18	157.48
2018	362.33	591.65	953.98	382.91	412.07	794.98	159.00
2019	383.43	570.27	953.70	400.47	393.46	793.93	159.77
2020	408.06	546.50	954.56	421.55	373.94	795.49	159.07
2021	432.68	521.20	953.88	439.11	353.50	792.61	161.27
2022	457.31	494.37	951.68	460.19	332.14	792.33	159.35
2023	485.45	466.02	951.47	481.27	309.78	791.05	160.42
2024	517.11	435.92	953.03	505.86	286.34	792.20	160.83
2025	548.77	403.34	952.11	526.94	261.81	788.75	163.36
2026	583.94	368.77	952.71	555.04	236.11	791.15	161.56
2027	622.64	331.98	954.62	583.14	209.08	792.22	162.40
2028	661.33	292.76	954.09	607.73	180.80	788.53	165.56
2029	703.55	251.09	954.64	639.35	151.18	790.53	164.11
2030	745.76	206.77	952.53	667.45	120.14	787.59	164.94
2031	795.01	159.79	954.80	699.07	87.69	786.76	168.04
2032	844.26	109.70	953.96	730.69	53.73	784.42	169.54
2033	897.02	56.51	953.53	765.81	18.19	784.00	169.53
TOTALS	\$10,711.51	\$8,026.53	\$18,738.04	\$9,948.56	\$5,442.93	\$15,391.49	\$3,346.55
Prepared By: Willdan Financial Services April 2014				TOTAL SAVINGS \$3,346.55			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		126-250-01-0000			Remaining Assessment Lien:		\$10,711.80
Reassessment No:		1223			Estimated Reassessment:		\$9,948.83
Property Owner:		ARELLANO, HUMBERTO			Estimated Lien Savings:		\$762.97
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$291.98	\$331.55	\$623.53	\$35.13	\$323.40	\$358.53	\$265.00
2015	306.05	647.04	953.09	333.74	462.97	796.71	156.38
2016	323.64	629.90	953.54	347.79	446.79	794.58	158.96
2017	341.23	611.46	952.69	365.35	429.85	795.20	157.49
2018	362.34	591.66	954.00	382.92	412.08	795.00	159.00
2019	383.44	570.29	953.73	400.48	393.47	793.95	159.78
2020	408.07	546.51	954.58	421.56	373.95	795.51	159.07
2021	432.69	521.21	953.90	439.13	353.51	792.64	161.26
2022	457.32	494.39	951.71	460.20	332.15	792.35	159.36
2023	485.46	466.03	951.49	481.28	309.79	791.07	160.42
2024	517.12	435.93	953.05	505.87	286.35	792.22	160.83
2025	548.78	403.35	952.13	526.95	261.82	788.77	163.36
2026	583.96	368.78	952.74	555.05	236.12	791.17	161.57
2027	622.66	331.99	954.65	583.16	209.09	792.25	162.40
2028	661.35	292.76	954.11	607.75	180.80	788.55	165.56
2029	703.57	251.10	954.67	639.37	151.18	790.55	164.12
2030	745.78	206.77	952.55	667.47	120.14	787.61	164.94
2031	795.03	159.79	954.82	699.09	87.69	786.78	168.04
2032	844.28	109.70	953.98	730.71	53.73	784.44	169.54
2033	897.05	56.51	953.56	765.84	18.19	784.03	169.53
TOTALS	\$10,711.80	\$8,026.72	\$18,738.52	\$9,948.84	\$5,443.07	\$15,391.91	\$3,346.61
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$3,346.61			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		124-090-01-0000		Remaining Assessment Lien:		\$10,727.57	
Reassessment No:		624		Estimated Reassessment:		\$9,963.47	
Property Owner:		NGUYEN, GIANA		Estimated Lien Savings:		\$764.10	
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$292.41	\$332.04	\$624.45	\$35.18	\$323.88	\$359.06	\$265.39
2015	306.50	647.99	954.49	334.23	463.66	797.89	156.60
2016	324.12	630.83	954.95	348.30	447.45	795.75	159.20
2017	341.73	612.36	954.09	365.89	430.48	796.37	157.72
2018	362.87	592.54	955.41	383.48	412.69	796.17	159.24
2019	384.01	571.13	955.14	401.07	394.05	795.12	160.02
2020	408.67	547.32	955.99	422.18	374.50	796.68	159.31
2021	433.33	521.98	955.31	439.77	354.03	793.80	161.51
2022	457.99	495.11	953.10	460.88	332.64	793.52	159.58
2023	486.18	466.72	952.90	481.99	310.25	792.24	160.66
2024	517.88	436.58	954.46	506.62	286.77	793.39	161.07
2025	549.59	403.95	953.54	527.73	262.20	789.93	163.61
2026	584.82	369.32	954.14	555.87	236.47	792.34	161.80
2027	623.57	332.48	956.05	584.02	209.39	793.41	162.64
2028	662.33	293.20	955.53	608.64	181.07	789.71	165.82
2029	704.60	251.47	956.07	640.31	151.40	791.71	164.36
2030	746.88	207.08	953.96	668.45	120.32	788.77	165.19
2031	796.20	160.03	956.23	700.12	87.82	787.94	168.29
2032	845.52	109.87	955.39	731.78	53.81	785.59	169.80
2033	898.37	56.60	954.97	766.96	18.22	785.18	169.79
TOTALS	\$10,727.57	\$8,038.60	\$18,766.17	\$9,963.47	\$5,451.10	\$15,414.57	\$3,351.60
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$3,351.60			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		124-310-01-0000			Remaining Assessment Lien:		\$10,746.94
Reassessment No:		733			Estimated Reassessment:		\$9,981.45
Property Owner:		JEGETRAN, CAMLE THI			Estimated Lien Savings:		\$765.49
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$292.94	\$332.64	\$625.58	\$35.25	\$324.46	\$359.71	\$265.87
2015	307.06	649.16	956.22	334.83	464.49	799.32	156.90
2016	324.70	631.97	956.67	348.93	448.25	797.18	159.49
2017	342.35	613.46	955.81	366.55	431.26	797.81	158.00
2018	363.52	593.60	957.12	384.17	413.43	797.60	159.52
2019	384.70	572.16	956.86	401.80	394.76	796.56	160.30
2020	409.41	548.31	957.72	422.94	375.18	798.12	159.60
2021	434.11	522.92	957.03	440.57	354.67	795.24	161.79
2022	458.82	496.01	954.83	461.71	333.24	794.95	159.88
2023	487.05	467.56	954.61	482.86	310.81	793.67	160.94
2024	518.82	437.36	956.18	507.53	287.28	794.81	161.37
2025	550.58	404.68	955.26	528.68	262.67	791.35	163.91
2026	585.88	369.99	955.87	556.87	236.89	793.76	162.11
2027	624.70	333.08	957.78	585.07	209.77	794.84	162.94
2028	663.52	293.72	957.24	609.74	181.39	791.13	166.11
2029	705.87	251.92	957.79	641.46	151.68	793.14	164.65
2030	748.23	207.45	955.68	669.66	120.54	790.20	165.48
2031	797.64	160.31	957.95	701.38	87.98	789.36	168.59
2032	847.05	110.06	957.11	733.10	53.91	787.01	170.10
2033	899.99	56.70	956.69	768.35	18.25	786.60	170.09
TOTALS	\$10,746.94	\$8,053.06	\$18,800.00	\$9,981.45	\$5,460.91	\$15,442.36	\$3,357.64
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$3,357.64			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		124-040-01-0000			Remaining Assessment Lien:		\$10,748.74
Reassessment No:		391			Estimated Reassessment:		<u>\$9,983.13</u>
Property Owner:		DOUK, KY			Estimated Lien Savings:		\$765.61
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$292.99	\$332.69	\$625.68	\$35.25	\$324.52	\$359.77	\$265.91
2015	307.11	649.27	956.38	334.89	464.57	799.46	156.92
2016	324.76	632.08	956.84	348.99	448.33	797.32	159.52
2017	342.41	613.56	955.97	366.61	431.33	797.94	158.03
2018	363.59	593.70	957.29	384.24	413.50	797.74	159.55
2019	384.77	572.25	957.02	401.86	394.83	796.69	160.33
2020	409.48	548.40	957.88	423.01	375.24	798.25	159.63
2021	434.19	523.01	957.20	440.64	354.73	795.37	161.83
2022	458.90	496.09	954.99	461.79	333.30	795.09	159.90
2023	487.13	467.64	954.77	482.94	310.86	793.80	160.97
2024	518.90	437.44	956.34	507.62	287.33	794.95	161.39
2025	550.67	404.75	955.42	528.77	262.72	791.49	163.93
2026	585.97	370.05	956.02	556.97	236.93	793.90	162.12
2027	624.80	333.14	957.94	585.17	209.81	794.98	162.96
2028	663.63	293.77	957.40	609.85	181.42	791.27	166.13
2029	705.99	251.97	957.96	641.57	151.70	793.27	164.69
2030	748.35	207.49	955.84	669.77	120.56	790.33	165.51
2031	797.77	160.34	958.11	701.50	87.99	789.49	168.62
2032	847.19	110.08	957.27	733.22	53.92	787.14	170.13
2033	900.14	56.71	956.85	768.48	18.25	786.73	170.12
TOTALS	\$10,748.74	\$8,054.43	\$18,803.17	\$9,983.14	\$5,461.84	\$15,444.98	\$3,358.19
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$3,358.19			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.



City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		124-080-01-0000			Remaining Assessment Lien:		\$10,753.22
Reassessment No:		566			Estimated Reassessment:		\$9,987.30
Property Owner:		BERRY, IOLA E ETAL			Estimated Lien Savings:		\$765.92
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$293.11	\$332.83	\$625.94	\$35.27	\$324.65	\$359.92	\$266.02
2015	307.23	649.54	956.77	335.03	464.76	799.79	156.98
2016	324.89	632.34	957.23	349.13	448.52	797.65	159.58
2017	342.55	613.82	956.37	366.77	431.51	798.28	158.09
2018	363.74	593.95	957.69	384.40	413.67	798.07	159.62
2019	384.93	572.49	957.42	402.03	395.00	797.03	160.39
2020	409.65	548.63	958.28	423.19	375.40	798.59	159.69
2021	434.37	523.23	957.60	440.82	354.88	795.70	161.90
2022	459.09	496.30	955.39	461.98	333.43	795.41	159.98
2023	487.34	467.83	955.17	483.14	310.99	794.13	161.04
2024	519.12	437.62	956.74	507.83	287.45	795.28	161.46
2025	550.90	404.91	955.81	528.99	262.83	791.82	163.99
2026	586.22	370.21	956.43	557.20	237.03	794.23	162.20
2027	625.06	333.28	958.34	585.41	209.89	795.30	163.04
2028	663.91	293.90	957.81	610.10	181.50	791.60	166.21
2029	706.29	252.07	958.36	641.84	151.77	793.61	164.75
2030	748.66	207.57	956.23	670.05	120.61	790.66	165.57
2031	798.10	160.41	958.51	701.79	88.03	789.82	168.69
2032	847.54	110.13	957.67	733.53	53.94	787.47	170.20
2033	900.52	56.73	957.25	768.80	18.26	787.06	170.19
TOTALS	\$10,753.22	\$8,057.79	\$18,811.01	\$9,987.30	\$5,464.12	\$15,451.42	\$3,359.59
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$3,359.59			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:	124-020-01-0000					Remaining Assessment Lien:	\$10,754.71
Reassessment No:	338					Estimated Reassessment:	\$9,988.67
Property Owner:	BORNEA, MARJO PENALOSA & JO ANN ROSE M					Estimated Lien Savings:	\$766.04
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$293.15	\$332.88	\$626.03	\$35.27	\$324.70	\$359.97	\$266.06
2015	307.28	649.63	956.91	335.07	464.83	799.90	157.01
2016	324.94	632.43	957.37	349.18	448.58	797.76	159.61
2017	342.60	613.90	956.50	366.82	431.57	798.39	158.11
2018	363.79	594.03	957.82	384.45	413.73	798.18	159.64
2019	384.98	572.57	957.55	402.09	395.05	797.14	160.41
2020	409.70	548.70	958.40	423.25	375.45	798.70	159.70
2021	434.43	523.30	957.73	440.88	354.92	795.80	161.93
2022	459.15	496.37	955.52	462.05	333.48	795.53	159.99
2023	487.41	467.90	955.31	483.21	311.03	794.24	161.07
2024	519.19	437.68	956.87	507.90	287.49	795.39	161.48
2025	550.98	404.97	955.95	529.06	262.86	791.92	164.03
2026	586.30	370.26	956.56	557.28	237.06	794.34	162.22
2027	625.15	333.32	958.47	585.49	209.92	795.41	163.06
2028	664.00	293.94	957.94	610.18	181.53	791.71	166.23
2029	706.38	252.10	958.48	641.93	151.79	793.72	164.76
2030	748.77	207.60	956.37	670.14	120.63	790.77	165.60
2031	798.21	160.43	958.64	701.89	88.04	789.93	168.71
2032	847.66	110.14	957.80	733.63	53.95	787.58	170.22
2033	900.64	56.74	957.38	768.90	18.26	787.16	170.22
<b>TOTALS</b>	<b>\$10,754.71</b>	<b>\$8,058.89</b>	<b>\$18,813.60</b>	<b>\$9,988.67</b>	<b>\$5,464.87</b>	<b>\$15,453.54</b>	<b>\$3,360.06</b>
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$3,360.06			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		124-350-01-0000			Remaining Assessment Lien:		\$10,908.36
Reassessment No:		1000			Estimated Reassessment:		\$10,131.37
Property Owner:		RODRIGUEZ, MARY R ETAL			Estimated Lien Savings:		\$776.99
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$297.34	\$337.63	\$634.97	\$35.77	\$329.33	\$365.10	\$269.87
2015	311.67	658.91	970.58	339.86	471.47	811.33	159.25
2016	329.58	641.46	971.04	354.17	454.99	809.16	161.88
2017	347.49	622.67	970.16	372.06	437.74	809.80	160.36
2018	368.99	602.52	971.51	389.94	419.64	809.58	161.93
2019	390.48	580.75	971.23	407.83	400.69	808.52	162.71
2020	415.56	556.54	972.10	429.30	380.81	810.11	161.99
2021	440.63	530.78	971.41	447.18	360.00	807.18	164.23
2022	465.71	503.46	969.17	468.65	338.24	806.89	162.28
2023	494.37	474.58	968.95	490.11	315.47	805.58	163.37
2024	526.61	443.93	970.54	515.15	291.60	806.75	163.79
2025	558.85	410.76	969.61	536.62	266.62	803.24	166.37
2026	594.67	375.55	970.22	565.24	240.45	805.69	164.53
2027	634.08	338.08	972.16	593.86	212.92	806.78	165.38
2028	673.49	298.14	971.63	618.90	184.12	803.02	168.61
2029	716.48	255.71	972.19	651.10	153.96	805.06	167.13
2030	759.46	210.57	970.03	679.72	122.35	802.07	167.96
2031	809.62	162.72	972.34	711.91	89.30	801.21	171.13
2032	859.77	111.72	971.49	744.11	54.72	798.83	172.66
2033	913.51	57.55	971.06	779.89	18.52	798.41	172.65
TOTALS	\$10,908.36	\$8,174.03	\$19,082.39	\$10,131.37	\$5,542.94	\$15,674.31	\$3,408.08
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$3,408.08			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		124-290-22-0000		Remaining Assessment Lien:		\$10,980.28	
Reassessment No:		729		Estimated Reassessment:		<u>\$10,198.17</u>	
Property Owner:		LEGACY PARK APARTMENT ASSOC LLC		Estimated Lien Savings:		\$782.11	
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$299.30	\$339.86	\$639.16	\$36.01	\$331.51	\$367.52	\$271.64
2015	313.72	663.26	976.98	342.10	474.58	816.68	160.30
2016	331.75	645.69	977.44	356.50	457.99	814.49	162.95
2017	349.78	626.78	976.56	374.51	440.62	815.13	161.43
2018	371.42	606.49	977.91	392.51	422.41	814.92	162.99
2019	393.05	584.58	977.63	410.52	403.34	813.86	163.77
2020	418.30	560.21	978.51	432.13	383.32	815.45	163.06
2021	443.54	534.28	977.82	450.13	362.37	812.50	165.32
2022	468.78	506.78	975.56	471.74	340.47	812.21	163.35
2023	497.63	477.71	975.34	493.34	317.55	810.89	164.45
2024	530.08	446.86	976.94	518.55	293.52	812.07	164.87
2025	562.54	413.46	976.00	540.16	268.38	808.54	167.46
2026	598.60	378.02	976.62	568.97	242.04	811.01	165.61
2027	638.26	340.31	978.57	597.77	214.33	812.10	166.47
2028	677.93	300.10	978.03	622.98	185.33	808.31	169.72
2029	721.20	257.39	978.59	655.39	154.97	810.36	168.23
2030	764.47	211.96	976.43	684.20	123.16	807.36	169.07
2031	814.96	163.80	978.76	716.61	89.89	806.50	172.26
2032	865.44	112.45	977.89	749.02	55.08	804.10	173.79
2033	919.53	57.93	977.46	785.03	18.64	803.67	173.79
TOTALS	\$10,980.28	\$8,227.92	\$19,208.20	\$10,198.17	\$5,579.50	\$15,777.67	\$3,430.53
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$3,430.53			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		124-290-24-0000			Remaining Assessment Lien:		\$27,028.37
Reassessment No:		731			Estimated Reassessment:		\$25,103.20
Property Owner:		MORADA CROSSING APARTMENT ASSOC LLC			Estimated Lien Savings:		\$1,925.17
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$736.73	\$836.58	\$1,573.31	\$88.64	\$816.02	\$904.66	\$668.65
2015	772.24	1,632.64	2,404.88	842.09	1,168.19	2,010.28	394.60
2016	816.62	1,589.39	2,406.01	877.55	1,127.35	2,004.90	401.11
2017	861.00	1,542.84	2,403.84	921.87	1,084.61	2,006.48	397.36
2018	914.26	1,492.91	2,407.17	966.19	1,039.77	2,005.96	401.21
2019	967.52	1,438.97	2,406.49	1,010.51	992.83	2,003.34	403.15
2020	1,029.65	1,378.98	2,408.63	1,063.69	943.56	2,007.25	401.38
2021	1,091.79	1,315.14	2,406.93	1,108.02	891.99	2,000.01	406.92
2022	1,153.92	1,247.45	2,401.37	1,161.20	838.09	1,999.29	402.08
2023	1,224.93	1,175.91	2,400.84	1,214.39	781.67	1,996.06	404.78
2024	1,304.82	1,099.96	2,404.78	1,276.43	722.51	1,998.94	405.84
2025	1,384.70	1,017.76	2,402.46	1,329.62	660.62	1,990.24	412.22
2026	1,473.47	930.52	2,403.99	1,400.53	595.78	1,996.31	407.68
2027	1,571.11	837.69	2,408.80	1,471.44	527.57	1,999.01	409.79
2028	1,668.75	738.71	2,407.46	1,533.49	456.20	1,989.69	417.77
2029	1,775.26	633.58	2,408.84	1,613.27	381.47	1,994.74	414.10
2030	1,881.78	521.74	2,403.52	1,684.18	303.15	1,987.33	416.19
2031	2,006.05	403.19	2,409.24	1,763.96	221.26	1,985.22	424.02
2032	2,130.31	276.81	2,407.12	1,843.74	135.58	1,979.32	427.80
2033	2,263.46	142.60	2,406.06	1,932.38	45.89	1,978.27	427.79
TOTALS	\$27,028.37	\$20,253.37	\$47,281.74	\$25,103.19	\$13,734.11	\$38,837.30	\$8,444.44
Prepared By: Willdan Financial Services April 2014				TOTAL SAVINGS \$8,444.44			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:	124-290-25-0000					Remaining Assessment Lien:	\$33,679.87
Reassessment No:	732					Estimated Reassessment:	\$31,280.94
Property Owner:	MORADA CROSSING APARTMENT ASSOC LLC					Estimated Lien Savings:	\$2,398.93
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$918.04	\$1,042.46	\$1,960.50	\$110.46	\$1,016.83	\$1,127.29	\$833.21
2015	962.28	2,034.42	2,996.70	1,049.33	1,455.68	2,505.01	491.69
2016	1,017.59	1,980.53	2,998.12	1,093.51	1,404.78	2,498.29	499.83
2017	1,072.89	1,922.53	2,995.42	1,148.74	1,351.53	2,500.27	495.15
2018	1,139.25	1,860.30	2,999.55	1,203.96	1,295.65	2,499.61	499.94
2019	1,205.62	1,793.09	2,998.71	1,259.19	1,237.15	2,496.34	502.37
2020	1,283.04	1,718.34	3,001.38	1,325.46	1,175.77	2,501.23	500.15
2021	1,360.47	1,638.79	2,999.26	1,380.69	1,111.50	2,492.19	507.07
2022	1,437.89	1,554.44	2,992.33	1,446.96	1,044.34	2,491.30	501.03
2023	1,526.38	1,465.29	2,991.67	1,513.24	974.04	2,487.28	504.39
2024	1,625.92	1,370.65	2,996.57	1,590.56	900.32	2,490.88	505.69
2025	1,725.47	1,268.22	2,993.69	1,656.83	823.20	2,480.03	513.66
2026	1,836.08	1,159.52	2,995.60	1,745.19	742.40	2,487.59	508.01
2027	1,957.75	1,043.84	3,001.59	1,833.56	657.40	2,490.96	510.63
2028	2,079.41	920.51	2,999.92	1,910.88	568.47	2,479.35	520.57
2029	2,212.14	789.50	3,001.64	2,010.29	475.34	2,485.63	516.01
2030	2,344.87	650.14	2,995.01	2,098.65	377.76	2,476.41	518.60
2031	2,499.72	502.41	3,002.13	2,198.06	275.71	2,473.77	528.36
2032	2,654.57	344.93	2,999.50	2,297.47	168.94	2,466.41	533.09
2033	2,820.49	177.69	2,998.18	2,407.93	57.19	2,465.12	533.06
<b>TOTALS</b>	<b>\$33,679.87</b>	<b>\$25,237.60</b>	<b>\$58,917.47</b>	<b>\$31,280.96</b>	<b>\$17,114.00</b>	<b>\$48,394.96</b>	<b>\$10,522.51</b>
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$10,522.51			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		124-290-23-0000		Remaining Assessment Lien:		\$37,797.48	
Reassessment No:		730		Estimated Reassessment:		\$35,105.25	
Property Owner:		MORADA CROSSING APARTMENT ASSOC LLC		Estimated Lien Savings:		\$2,692.23	
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$1,030.28	\$1,169.90	\$2,200.18	\$123.96	\$1,141.15	\$1,265.11	\$935.07
2015	1,079.93	2,283.14	3,363.07	1,177.61	1,633.64	2,811.25	551.82
2016	1,141.99	2,222.66	3,364.65	1,227.20	1,576.53	2,803.73	560.92
2017	1,204.06	2,157.57	3,361.63	1,289.18	1,516.76	2,805.94	555.69
2018	1,278.54	2,087.74	3,366.28	1,351.16	1,454.06	2,805.22	561.06
2019	1,353.01	2,012.30	3,365.31	1,413.14	1,388.41	2,801.55	563.76
2020	1,439.90	1,928.42	3,368.32	1,487.51	1,319.51	2,807.02	561.30
2021	1,526.79	1,839.14	3,365.93	1,549.49	1,247.39	2,796.88	569.05
2022	1,613.69	1,744.48	3,358.17	1,623.87	1,172.02	2,795.89	562.28
2023	1,712.99	1,644.43	3,357.42	1,698.24	1,093.12	2,791.36	566.06
2024	1,824.71	1,538.23	3,362.94	1,785.01	1,010.39	2,795.40	567.54
2025	1,936.42	1,423.27	3,359.69	1,859.39	923.84	2,783.23	576.46
2026	2,060.55	1,301.28	3,361.83	1,958.56	833.16	2,791.72	570.11
2027	2,197.09	1,171.46	3,368.55	2,057.72	737.77	2,795.49	573.06
2028	2,333.64	1,033.04	3,366.68	2,144.49	637.97	2,782.46	584.22
2029	2,482.59	886.02	3,368.61	2,256.06	533.46	2,789.52	579.09
2030	2,631.55	729.62	3,361.17	2,355.23	423.94	2,779.17	582.00
2031	2,805.33	563.83	3,369.16	2,466.79	309.42	2,776.21	592.95
2032	2,979.11	387.10	3,366.21	2,578.35	189.60	2,767.95	598.26
2033	3,165.31	199.41	3,364.72	2,702.31	64.18	2,766.49	598.23
TOTALS	\$37,797.48	\$28,323.04	\$66,120.52	\$35,105.27	\$19,206.32	\$54,311.59	\$11,808.93
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$11,808.93			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.



City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		124-290-19-0000			Remaining Assessment Lien:		\$50,062.90
Reassessment No:		726			Estimated Reassessment:		\$46,497.05
Property Owner:		ROIC CALIFORNIA LLC			Estimated Lien Savings:		\$3,565.85
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$1,364.60	\$1,549.54	\$2,914.14	\$164.18	\$1,511.45	\$1,675.63	\$1,238.51
2015	1,430.37	3,024.03	4,454.40	1,559.75	2,163.77	3,723.52	730.88
2016	1,512.57	2,943.93	4,456.50	1,625.43	2,088.12	3,713.55	742.95
2017	1,594.78	2,857.71	4,452.49	1,707.52	2,008.96	3,716.48	736.01
2018	1,693.42	2,765.22	4,458.64	1,789.61	1,925.90	3,715.51	743.13
2019	1,792.07	2,665.30	4,457.37	1,871.70	1,838.95	3,710.65	746.72
2020	1,907.16	2,554.19	4,461.35	1,970.21	1,747.70	3,717.91	743.44
2021	2,022.25	2,435.95	4,458.20	2,052.31	1,652.17	3,704.48	753.72
2022	2,137.33	2,310.57	4,447.90	2,150.82	1,552.34	3,703.16	744.74
2023	2,268.86	2,178.06	4,446.92	2,249.33	1,447.84	3,697.17	749.75
2024	2,416.83	2,037.39	4,454.22	2,364.26	1,338.27	3,702.53	751.69
2025	2,564.80	1,885.13	4,449.93	2,462.77	1,223.63	3,686.40	763.53
2026	2,729.21	1,723.54	4,452.75	2,594.12	1,103.53	3,697.65	755.10
2027	2,910.06	1,551.60	4,461.66	2,725.46	977.19	3,702.65	759.01
2028	3,090.91	1,368.27	4,459.18	2,840.39	845.00	3,685.39	773.79
2029	3,288.20	1,173.54	4,461.74	2,988.16	706.57	3,694.73	767.01
2030	3,485.50	966.39	4,451.89	3,119.51	561.51	3,681.02	770.87
2031	3,715.67	746.80	4,462.47	3,267.27	409.83	3,677.10	785.37
2032	3,945.84	512.71	4,458.55	3,415.04	251.12	3,666.16	792.39
2033	4,192.47	264.12	4,456.59	3,579.22	85.01	3,664.23	792.36
TOTALS	\$50,062.90	\$37,513.99	\$87,576.89	\$46,497.06	\$25,438.86	\$71,935.92	\$15,640.97
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$15,640.97			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		124-290-20-0000			Remaining Assessment Lien:		\$51,105.91
Reassessment No:		727			Estimated Reassessment:		\$47,465.75
Property Owner:		CHEEMA, JASBIR S & TARENJIT KAUR			Estimated Lien Savings:		\$3,640.16
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$1,393.03	\$1,581.82	\$2,974.85	\$167.61	\$1,542.94	\$1,710.55	\$1,264.30
2015	1,460.17	3,087.03	4,547.20	1,592.25	2,208.85	3,801.10	746.10
2016	1,544.09	3,005.26	4,549.35	1,659.29	2,131.62	3,790.91	758.44
2017	1,628.00	2,917.25	4,545.25	1,743.09	2,050.82	3,793.91	751.34
2018	1,728.71	2,822.82	4,551.53	1,826.90	1,966.03	3,792.93	758.60
2019	1,829.41	2,720.83	4,550.24	1,910.70	1,877.26	3,787.96	762.28
2020	1,946.89	2,607.41	4,554.30	2,011.26	1,784.11	3,795.37	758.93
2021	2,064.38	2,486.70	4,551.08	2,095.06	1,686.59	3,781.65	769.43
2022	2,181.86	2,358.71	4,540.57	2,195.63	1,584.68	3,780.31	760.26
2023	2,316.13	2,223.43	4,539.56	2,296.19	1,478.00	3,774.19	765.37
2024	2,467.18	2,079.83	4,547.01	2,413.51	1,366.15	3,779.66	767.35
2025	2,618.23	1,924.40	4,542.63	2,514.08	1,249.12	3,763.20	779.43
2026	2,786.07	1,759.45	4,545.52	2,648.16	1,126.52	3,774.68	770.84
2027	2,970.69	1,583.93	4,554.62	2,782.24	997.54	3,779.78	774.84
2028	3,155.31	1,396.78	4,552.09	2,899.57	862.60	3,762.17	789.92
2029	3,356.71	1,197.99	4,554.70	3,050.41	721.29	3,771.70	783.00
2030	3,558.11	986.52	4,544.63	3,184.50	573.21	3,757.71	786.92
2031	3,793.08	762.36	4,555.44	3,335.34	418.36	3,753.70	801.74
2032	4,028.05	523.39	4,551.44	3,486.19	256.35	3,742.54	808.90
2033	4,279.81	269.63	4,549.44	3,653.79	86.78	3,740.57	808.87
TOTALS	\$51,105.91	\$38,295.54	\$89,401.45	\$47,465.77	\$25,968.82	\$73,434.59	\$15,966.86
Prepared By: Willdan Financial Services April 2014				TOTAL SAVINGS \$15,966.86			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		124-290-16-0000		Remaining Assessment Lien:		\$77,180.39	
Reassessment No:		723		Estimated Reassessment:		\$71,683.00	
Property Owner:		ROIC CALIFORNIA LLC		Estimated Lien Savings:		\$5,497.39	
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$2,103.77	\$2,388.88	\$4,492.65	\$253.12	\$2,330.16	\$2,583.28	\$1,909.37
2015	2,205.15	4,662.05	6,867.20	2,404.62	3,335.81	5,740.43	1,126.77
2016	2,331.89	4,538.56	6,870.45	2,505.87	3,219.19	5,725.06	1,145.39
2017	2,458.62	4,405.64	6,864.26	2,632.43	3,097.15	5,729.58	1,134.68
2018	2,610.70	4,263.04	6,873.74	2,758.99	2,969.11	5,728.10	1,145.64
2019	2,762.78	4,109.01	6,871.79	2,885.54	2,835.05	5,720.59	1,151.20
2020	2,940.20	3,937.72	6,877.92	3,037.42	2,694.38	5,731.80	1,146.12
2021	3,117.63	3,755.43	6,873.06	3,163.97	2,547.09	5,711.06	1,162.00
2022	3,295.06	3,562.13	6,857.19	3,315.84	2,393.20	5,709.04	1,148.15
2023	3,497.83	3,357.84	6,855.67	3,467.72	2,232.09	5,699.81	1,155.86
2024	3,725.95	3,140.97	6,866.92	3,644.90	2,063.16	5,708.06	1,158.86
2025	3,954.07	2,906.24	6,860.31	3,796.77	1,886.42	5,683.19	1,177.12
2026	4,207.53	2,657.13	6,864.66	3,999.26	1,701.27	5,700.53	1,164.13
2027	4,486.35	2,392.06	6,878.41	4,201.76	1,506.49	5,708.25	1,170.16
2028	4,765.16	2,109.42	6,874.58	4,378.94	1,302.70	5,681.64	1,192.94
2029	5,069.32	1,809.21	6,878.53	4,606.75	1,089.29	5,696.04	1,182.49
2030	5,373.48	1,489.85	6,863.33	4,809.24	865.66	5,674.90	1,188.43
2031	5,728.33	1,151.32	6,879.65	5,037.05	631.81	5,668.86	1,210.79
2032	6,083.18	790.43	6,873.61	5,264.85	387.14	5,651.99	1,221.62
2033	6,463.39	407.19	6,870.58	5,517.97	131.05	5,649.02	1,221.56
TOTALS	\$77,180.39	\$57,834.12	\$135,014.51	\$71,683.01	\$39,218.22	\$110,901.23	\$24,113.28
Prepared By: Willdan Financial Services April 2014				TOTAL SAVINGS \$24,113.28			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		122-090-33-0000			Remaining Assessment Lien:		\$85,205.43
Reassessment No:		272			Estimated Reassessment:		\$79,136.45
Property Owner:		LODI UNIFIED SCHOOL DIST			Estimated Lien Savings:		\$6,068.98
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$2,322.51	\$2,637.27	\$4,959.78	\$279.44	\$2,572.44	\$2,851.88	\$2,107.90
2015	2,434.44	5,146.80	7,581.24	2,654.65	3,682.66	6,337.31	1,243.93
2016	2,574.35	5,010.47	7,584.82	2,766.42	3,553.91	6,320.33	1,264.49
2017	2,714.26	4,863.73	7,577.99	2,906.14	3,419.19	6,325.33	1,252.66
2018	2,882.15	4,706.31	7,588.46	3,045.86	3,277.83	6,323.69	1,264.77
2019	3,050.05	4,536.26	7,586.31	3,185.58	3,129.83	6,315.41	1,270.90
2020	3,245.92	4,347.16	7,593.08	3,353.24	2,974.53	6,327.77	1,265.31
2021	3,441.80	4,145.91	7,587.71	3,492.96	2,811.94	6,304.90	1,282.81
2022	3,637.67	3,932.52	7,570.19	3,660.62	2,642.04	6,302.66	1,267.53
2023	3,861.53	3,706.98	7,568.51	3,828.28	2,464.18	6,292.46	1,276.05
2024	4,113.37	3,467.57	7,580.94	4,023.89	2,277.69	6,301.58	1,279.36
2025	4,365.20	3,208.42	7,573.62	4,191.55	2,082.57	6,274.12	1,299.50
2026	4,645.02	2,933.42	7,578.44	4,415.10	1,878.16	6,293.26	1,285.18
2027	4,952.83	2,640.78	7,593.61	4,638.65	1,663.14	6,301.79	1,291.82
2028	5,260.63	2,328.75	7,589.38	4,834.25	1,438.16	6,272.41	1,316.97
2029	5,596.41	1,997.33	7,593.74	5,085.75	1,202.56	6,288.31	1,305.43
2030	5,932.20	1,644.76	7,576.96	5,309.30	955.67	6,264.97	1,311.99
2031	6,323.95	1,271.03	7,594.98	5,560.79	697.51	6,258.30	1,336.68
2032	6,715.70	872.62	7,588.32	5,812.28	427.40	6,239.68	1,348.64
2033	7,135.44	449.53	7,584.97	6,091.72	144.68	6,236.40	1,348.57
TOTALS	\$85,205.43	\$63,847.62	\$149,053.05	\$79,136.47	\$43,296.09	\$122,432.56	\$26,620.49
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$26,620.49			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		124-290-17-0000		Remaining Assessment Lien:		\$94,910.98	
Reassessment No:		724		Estimated Reassessment:		<u>\$88,150.70</u>	
Property Owner:		ROIC CALIFORNIA LLC		Estimated Lien Savings:		\$6,760.28	
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$2,587.06	\$2,937.67	\$5,524.73	\$311.27	\$2,865.46	\$3,176.73	\$2,348.00
2015	2,711.74	5,733.06	8,444.80	2,957.03	4,102.14	7,059.17	1,385.63
2016	2,867.59	5,581.20	8,448.79	3,081.54	3,958.73	7,040.27	1,408.52
2017	3,023.44	5,417.75	8,441.19	3,237.17	3,808.66	7,045.83	1,395.36
2018	3,210.45	5,242.39	8,452.84	3,392.81	3,651.20	7,044.01	1,408.83
2019	3,397.47	5,052.97	8,450.44	3,548.44	3,486.34	7,034.78	1,415.66
2020	3,615.66	4,842.33	8,457.99	3,735.20	3,313.36	7,048.56	1,409.43
2021	3,833.84	4,618.16	8,452.00	3,890.83	3,132.24	7,023.07	1,428.93
2022	4,052.03	4,380.46	8,432.49	4,077.59	2,942.99	7,020.58	1,411.91
2023	4,301.38	4,129.23	8,430.61	4,264.35	2,744.87	7,009.22	1,421.39
2024	4,581.91	3,862.55	8,444.46	4,482.24	2,537.13	7,019.37	1,425.09
2025	4,862.43	3,573.89	8,436.32	4,669.00	2,319.79	6,988.79	1,447.53
2026	5,174.13	3,267.56	8,441.69	4,918.01	2,092.10	7,010.11	1,431.58
2027	5,516.99	2,941.59	8,458.58	5,167.03	1,852.58	7,019.61	1,438.97
2028	5,859.86	2,594.01	8,453.87	5,384.91	1,601.97	6,986.88	1,466.99
2029	6,233.89	2,224.84	8,458.73	5,665.05	1,339.54	7,004.59	1,454.14
2030	6,607.92	1,832.11	8,440.03	5,914.07	1,064.53	6,978.60	1,461.43
2031	7,044.30	1,415.81	8,460.11	6,194.21	776.96	6,971.17	1,488.94
2032	7,480.67	972.02	8,452.69	6,474.35	476.08	6,950.43	1,502.26
2033	7,948.22	500.74	8,448.96	6,785.61	161.16	6,946.77	1,502.19
TOTALS	\$94,910.98	\$71,120.34	\$166,031.32	\$88,150.71	\$48,227.83	\$136,378.54	\$29,652.78
Prepared By: Willdan Financial Services April 2014				TOTAL SAVINGS \$29,652.78			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		124-290-15-0000		Remaining Assessment Lien:		\$118,899.49	
Reassessment No:		722		Estimated Reassessment:		<u>\$110,430.55</u>	
Property Owner:		ROIC CALIFORNIA LLC		Estimated Lien Savings:		<u>\$8,468.94</u>	
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$3,240.94	\$3,680.16	\$6,921.10	\$389.94	\$3,589.70	\$3,979.64	\$2,941.46
2015	3,397.13	7,182.07	10,579.20	3,704.41	5,138.95	8,843.36	1,735.84
2016	3,592.36	6,991.83	10,584.19	3,860.39	4,959.29	8,819.68	1,764.51
2017	3,787.60	6,787.07	10,574.67	4,055.36	4,771.29	8,826.65	1,748.02
2018	4,021.89	6,567.39	10,589.28	4,250.33	4,574.03	8,824.36	1,764.92
2019	4,256.17	6,330.10	10,586.27	4,445.30	4,367.50	8,812.80	1,773.47
2020	4,529.50	6,066.22	10,595.72	4,679.26	4,150.80	8,830.06	1,765.66
2021	4,802.84	5,785.39	10,588.23	4,874.23	3,923.90	8,798.13	1,790.10
2022	5,076.17	5,487.61	10,563.78	5,108.19	3,686.82	8,795.01	1,768.77
2023	5,388.55	5,172.89	10,561.44	5,342.16	3,438.62	8,780.78	1,780.66
2024	5,739.97	4,838.80	10,578.77	5,615.11	3,178.39	8,793.50	1,785.27
2025	6,091.40	4,477.18	10,568.58	5,849.08	2,906.11	8,755.19	1,813.39
2026	6,481.88	4,093.42	10,575.30	6,161.03	2,620.87	8,781.90	1,793.40
2027	6,911.40	3,685.06	10,596.46	6,472.98	2,320.82	8,793.80	1,802.66
2028	7,340.92	3,249.65	10,590.57	6,745.93	2,006.87	8,752.80	1,837.77
2029	7,809.49	2,787.17	10,596.66	7,096.88	1,678.10	8,774.98	1,821.68
2030	8,278.06	2,295.17	10,573.23	7,408.83	1,333.59	8,742.42	1,830.81
2031	8,824.72	1,773.65	10,598.37	7,759.77	973.33	8,733.10	1,865.27
2032	9,371.39	1,217.69	10,589.08	8,110.72	596.41	8,707.13	1,881.95
2033	9,957.11	627.30	10,584.41	8,500.66	201.89	8,702.55	1,881.86
TOTALS	\$118,899.49	\$89,095.82	\$207,995.31	\$110,430.56	\$60,417.28	\$170,847.84	\$37,147.47
Prepared By: Willdan Financial Services April 2014				TOTAL SAVINGS \$37,147.47			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		124-290-21-0000			Remaining Assessment Lien:		\$122,577.87
Reassessment No:		728			Estimated Reassessment:		\$113,846.95
Property Owner:		LEGACY PARK APARTMENT ASSOC LLC			Estimated Lien Savings:		\$8,730.92
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$3,341.20	\$3,794.02	\$7,135.22	\$402.00	\$3,700.76	\$4,102.76	\$3,032.46
2015	3,502.22	7,404.27	10,906.49	3,819.02	5,297.93	9,116.95	1,789.54
2016	3,703.50	7,208.14	10,911.64	3,979.82	5,112.71	9,092.53	1,819.11
2017	3,904.78	6,997.04	10,901.82	4,180.82	4,918.90	9,099.72	1,802.10
2018	4,146.31	6,770.57	10,916.88	4,381.82	4,715.53	9,097.35	1,819.53
2019	4,387.84	6,525.93	10,913.77	4,582.82	4,502.62	9,085.44	1,828.33
2020	4,669.63	6,253.89	10,923.52	4,824.02	4,279.21	9,103.23	1,820.29
2021	4,951.42	5,964.37	10,915.79	5,025.02	4,045.30	9,070.32	1,845.47
2022	5,233.21	5,657.38	10,890.59	5,266.23	3,800.88	9,067.11	1,823.48
2023	5,555.25	5,332.92	10,888.17	5,507.43	3,545.00	9,052.43	1,835.74
2024	5,917.55	4,988.50	10,906.05	5,788.83	3,276.72	9,065.55	1,840.50
2025	6,279.85	4,615.69	10,895.54	6,030.03	2,996.02	9,026.05	1,869.49
2026	6,682.41	4,220.06	10,902.47	6,351.63	2,701.96	9,053.59	1,848.88
2027	7,125.22	3,799.07	10,924.29	6,673.23	2,392.62	9,065.85	1,858.44
2028	7,568.03	3,350.18	10,918.21	6,954.63	2,068.95	9,023.58	1,894.63
2029	8,051.09	2,873.39	10,924.48	7,316.44	1,730.02	9,046.46	1,878.02
2030	8,534.16	2,366.18	10,900.34	7,638.04	1,374.85	9,012.89	1,887.45
2031	9,097.73	1,828.52	10,926.25	7,999.84	1,003.45	9,003.29	1,922.96
2032	9,661.31	1,255.37	10,916.68	8,361.64	614.86	8,976.50	1,940.18
2033	10,265.16	646.70	10,911.86	8,763.64	208.14	8,971.78	1,940.08
TOTALS	\$122,577.87	\$91,852.19	\$214,430.06	\$113,846.95	\$62,286.43	\$176,133.38	\$38,296.68
Prepared By: Willdan Financial Services April 2014				TOTAL SAVINGS \$38,296.68			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.



City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		124-290-18-0000			Remaining Assessment Lien:		\$142,887.97
Reassessment No:		725			Estimated Reassessment:		\$132,710.40
Property Owner:		ROIC CALIFORNIA LLC			Estimated Lien Savings:		\$10,177.57
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$3,894.81	\$4,422.65	\$8,317.46	\$468.61	\$4,313.94	\$4,782.55	\$3,534.91
2015	4,082.51	8,631.09	12,713.60	4,451.80	6,175.75	10,627.55	2,086.05
2016	4,317.14	8,402.47	12,719.61	4,639.24	5,959.84	10,599.08	2,120.53
2017	4,551.77	8,156.39	12,708.16	4,873.55	5,733.91	10,607.46	2,100.70
2018	4,833.32	7,892.39	12,725.71	5,107.85	5,496.86	10,604.71	2,121.00
2019	5,114.87	7,607.22	12,722.09	5,342.16	5,248.67	10,590.83	2,131.26
2020	5,443.35	7,290.10	12,733.45	5,623.32	4,988.24	10,611.56	2,121.89
2021	5,771.83	6,952.61	12,724.44	5,857.63	4,715.57	10,573.20	2,151.24
2022	6,100.31	6,594.76	12,695.07	6,138.79	4,430.65	10,569.44	2,125.63
2023	6,475.71	6,216.54	12,692.25	6,419.96	4,132.38	10,552.34	2,139.91
2024	6,898.04	5,815.05	12,713.09	6,747.99	3,819.64	10,567.63	2,145.46
2025	7,320.37	5,380.47	12,700.84	7,029.15	3,492.43	10,521.58	2,179.26
2026	7,789.62	4,919.29	12,708.91	7,404.04	3,149.65	10,553.69	2,155.22
2027	8,305.80	4,428.54	12,734.34	7,778.93	2,789.05	10,567.98	2,166.36
2028	8,821.98	3,905.28	12,727.26	8,106.96	2,411.76	10,518.72	2,208.54
2029	9,385.09	3,349.49	12,734.58	8,528.71	2,016.66	10,545.37	2,189.21
2030	9,948.19	2,758.23	12,706.42	8,903.59	1,602.65	10,506.24	2,200.18
2031	10,605.15	2,131.49	12,736.64	9,325.34	1,169.71	10,495.05	2,241.59
2032	11,262.10	1,463.37	12,725.47	9,747.09	716.74	10,463.83	2,261.64
2033	11,966.01	753.86	12,719.87	10,215.70	242.62	10,458.32	2,261.55
TOTALS	\$142,887.97	\$107,071.29	\$249,959.26	\$132,710.41	\$72,606.72	\$205,317.13	\$44,642.13
Prepared By: Willdan Financial Services April 2014				TOTAL SAVINGS \$44,642.13			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

City of Stockton Reassessment District No. 2003-02							
Summary							
Assessor's Parcel No:		124-290-14-0000			Remaining Assessment Lien:		\$667,505.78
Reassessment No:		721			Estimated Reassessment:		<u>\$619,960.93</u>
Property Owner:		ROIC CALIFORNIA LLC			Estimated Lien Savings:		\$47,544.85
AUDITOR'S RECORD FOR ORIGINAL BONDS				AUDITOR'S RECORD FOR REFUNDING BONDS			
Year	Principal	Interest	Total	Principal	Interest	Total	Savings
2014	\$18,194.74	\$20,660.56	\$38,855.30	\$2,189.13	\$20,152.71	\$22,341.84	\$16,513.46
2015	19,071.59	40,320.41	59,392.00	20,796.71	28,850.24	49,646.95	9,745.05
2016	20,167.66	39,252.40	59,420.06	21,672.36	27,841.60	49,513.96	9,906.10
2017	21,263.73	38,102.85	59,366.58	22,766.93	26,786.17	49,553.10	9,813.48
2018	22,579.01	36,869.55	59,448.56	23,861.49	25,678.74	49,540.23	9,908.33
2019	23,894.29	35,537.39	59,431.68	24,956.05	24,519.32	49,475.37	9,956.31
2020	25,428.79	34,055.94	59,484.73	26,269.53	23,302.72	49,572.25	9,912.48
2021	26,963.28	32,479.36	59,442.64	27,364.09	22,028.92	49,393.01	10,049.63
2022	28,497.78	30,807.63	59,305.41	28,677.57	20,697.93	49,375.50	9,929.91
2023	30,251.49	29,040.77	59,292.26	29,991.05	19,304.55	49,295.60	9,996.66
2024	32,224.41	27,165.18	59,389.59	31,523.44	17,843.58	49,367.02	10,022.57
2025	34,197.34	25,135.04	59,332.38	32,836.91	16,315.02	49,151.93	10,180.45
2026	36,389.47	22,980.61	59,370.08	34,588.22	14,713.67	49,301.89	10,068.19
2027	38,800.82	20,688.07	59,488.89	36,339.52	13,029.14	49,368.66	10,120.23
2028	41,212.17	18,243.62	59,455.79	37,871.91	11,266.62	49,138.53	10,317.26
2029	43,842.74	15,647.25	59,489.99	39,842.12	9,420.91	49,263.03	10,226.96
2030	46,473.30	12,885.16	59,358.46	41,593.42	7,486.82	49,080.24	10,278.22
2031	49,542.30	9,957.34	59,499.64	43,563.64	5,464.34	49,027.98	10,471.66
2032	52,611.29	6,836.18	59,447.47	45,533.85	3,348.27	48,882.12	10,565.35
2033	55,899.58	3,521.66	59,421.24	47,722.98	1,133.42	48,856.40	10,564.84
TOTALS	\$667,505.78	\$500,186.97	\$1,167,692.75	\$619,960.92	\$339,184.69	\$959,145.61	\$208,547.14
Prepared By: Willdan Financial Services				TOTAL SAVINGS			
April 2014				\$208,547.14			

Notes: The 2014 Interest on the original bonds represents the September 2, 2014 interest payment only.

Total savings shown will be reduced by the amount of funds available from levy collections to date.

**CITY OF STOCKTON**  
**Reassessment District No. 2003-02**

**Method of Reassessment**

Each Reassessment has been computed as a proration of the existing individual assessments to the total existing assessment.

**CITY OF STOCKTON**  
**Reassessment District No. 2003-021**

**Certifications**

1. I, the City Clerk of the City of Stockton, hereby certify that the foregoing Reassessment with the Reassessment Diagram thereto attached, was filed with me on \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk, City of Stockton

2. I, the City Clerk of the City of Stockton, California, hereby certify that the Reassessments set forth in Column 3 of the Reassessment Roll, with Reassessment Diagram attached, were approved and confirmed by the City Council of said City on \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk, City of Stockton

3. I, the City Engineer of the City of Stockton, County of San Joaquin, California, hereby certify that this Reassessment, together with the Reassessment Diagram thereto attached, was recorded in my office on \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Engineer (Superintendent of  
Streets)

4. A Notice of Reassessment was recorded and the Reassessment Diagram was filed in the office of the County Recorder of the County of San Joaquin, California, on \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk, City of Stockton

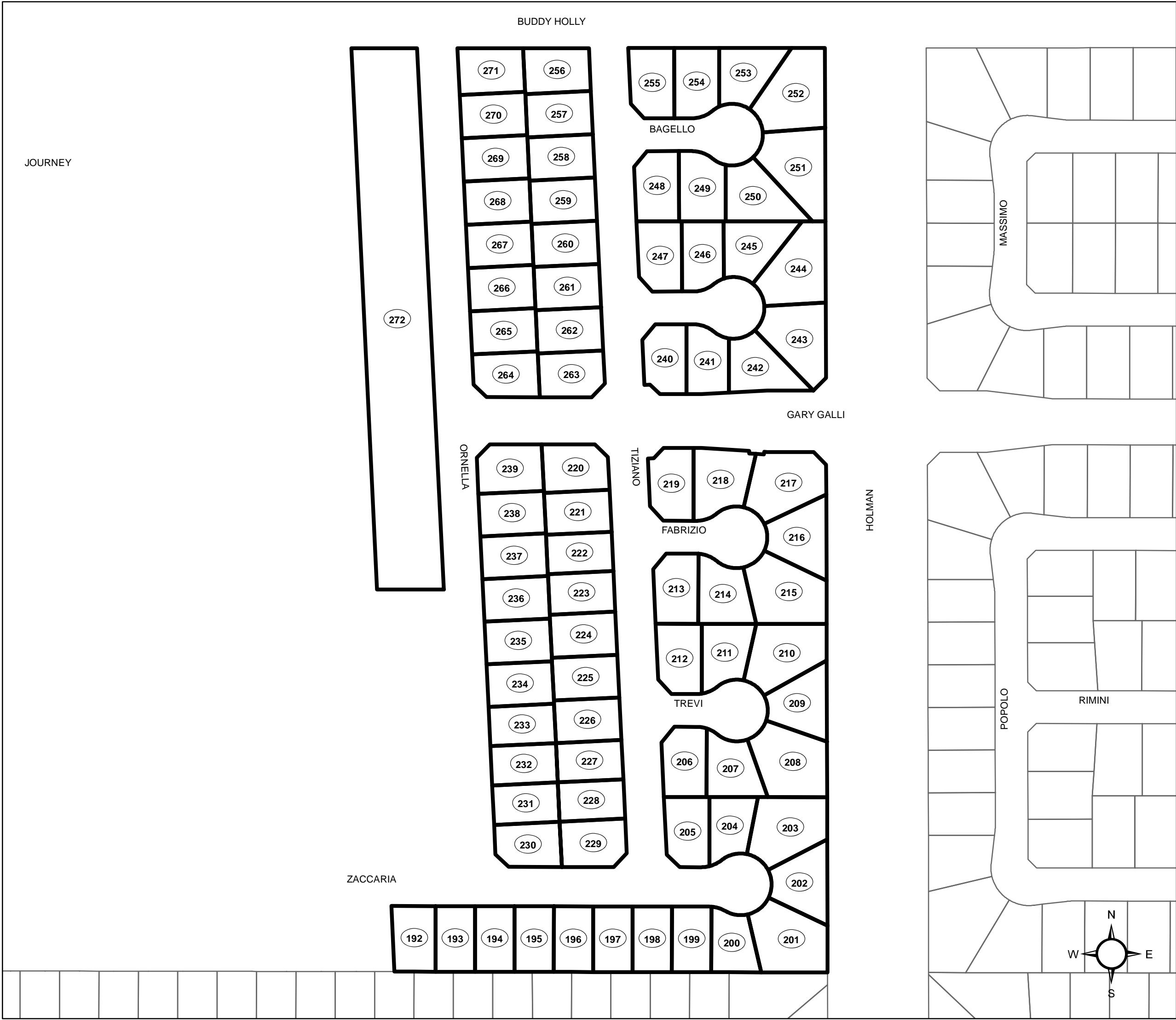
**CITY OF STOCKTON**  
**Reassessment District No. 2003-02**

**Reassessment Diagram**

The reassessment diagram is on file with the City Clerk and is attached hereto.

REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 2014-1  
CITY OF STOCKTON  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

SHEET 1 OF 13



- REASSESSMENT DISTRICT PARCELS
- 1 REASSESSMENT NUMBERS

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF STOCKTON, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

CITY CLERK  
CITY OF STOCKTON

A REASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF STOCKTON ON THE LOTS, PIECES AND PARCELS OF LAND SHOWN ON THIS REASSESSMENT DIAGRAM. SAID REASSESSMENT WAS LEVIED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014. SAID REASSESSMENT DIAGRAM AND REASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE CITY OF STOCKTON ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014. REFERENCE IS MADE TO THE REASSESSMENT ROLL RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF SAID CITY FOR THE EXACT AMOUNT OF EACH REASSESSMENT LEVIED AGAINST EACH PARCEL SHOWN ON THE REASSESSMENT DIAGRAM.

CITY CLERK  
CITY OF STOCKTON

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS, CITY OF STOCKTON, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

SUPERINTENDENT OF STREETS  
CITY OF STOCKTON

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014. AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_.M. IN BOOK \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) \_\_\_\_\_ AT THE REQUEST OF THE CITY OF STOCKTON IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

FEE: \_\_\_\_\_ INST. NO.: \_\_\_\_\_

KENNITH W. BLAKEMORE, COUNTY CLERK-RECORDER

BY DEPUTY  
COUNTY RECORDER  
COUNTY OF SAN JOAQUIN

NOTE:

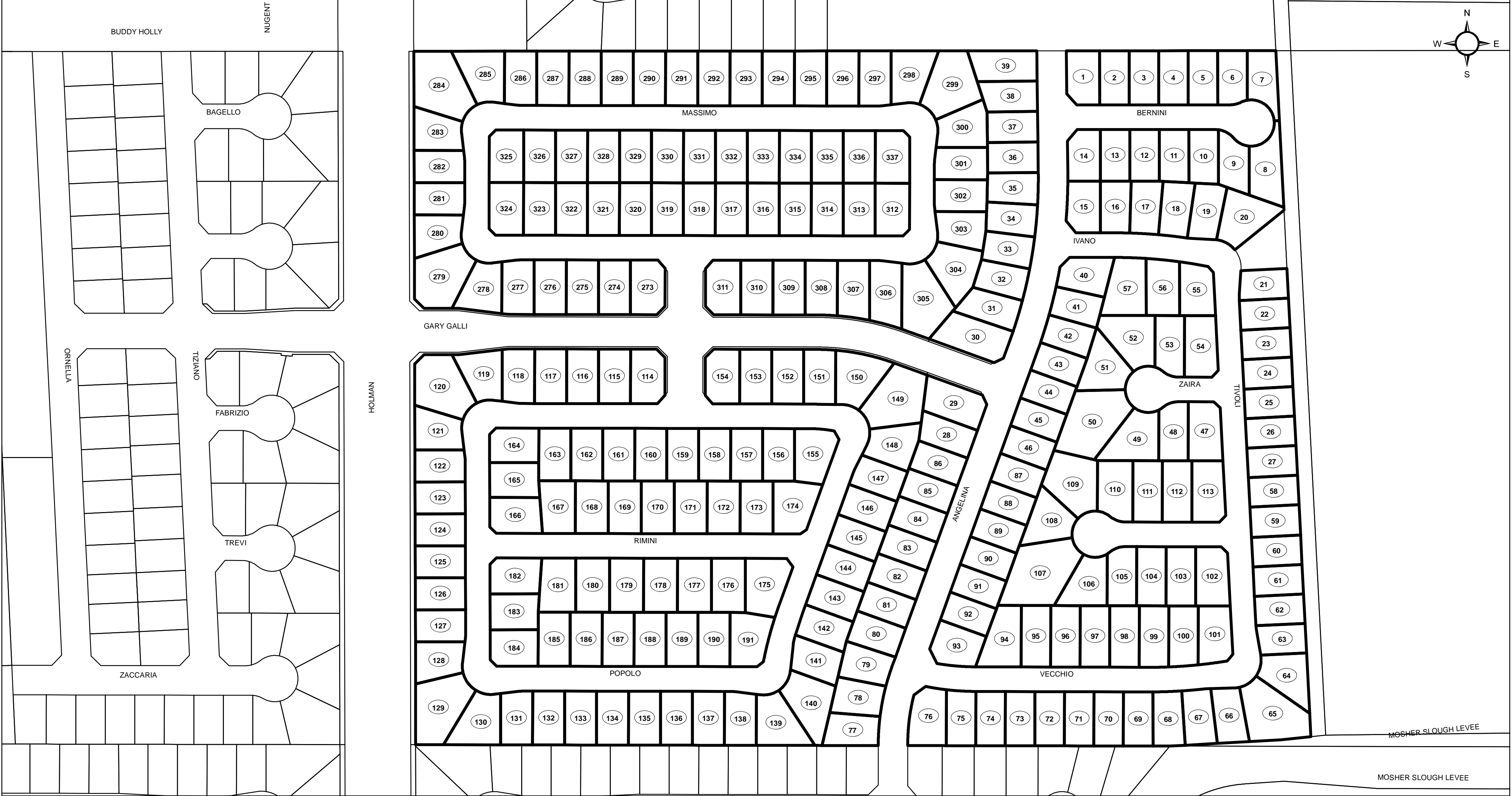
THIS REASSESSMENT DIAGRAM IS RECORDED PURSUANT TO THE REFUNDING ACT OF 1984 FOR 1915 IMPROVEMENT ACT BONDS (SECTION 9500 AND FOLLOWING, CALIFORNIA STREETS AND HIGHWAYS CODE). THE RECORDING OF THE REASSESSMENTS FROM THESE PROCEEDINGS HAS SUPERSEDED AND SUPPLANTED THE EARLIER ASSESSMENTS FOR THE CITY OF STOCKTON ASSESSMENT DISTRICT NO. 2003-2 COUNTY OF SAN JOAQUIN, CALIFORNIA, WHICH BECAME A LIEN BY VIRTUE OF THE RECORDING ON AUGUST 13, 2003, IN BOOK 4 AT PAGES 99, OF THE MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS RESPECTIVELY, IN THE OFFICE OF COUNTY RECORDER FOR THE COUNTY OF SAN JOAQUIN.

FOR PARTICULARS ON THE LINES AND DIMENSIONS OF ASSESSOR'S PARCELS, REFERENCE IS MADE TO THE MAPS OF THE SAN JOAQUIN COUNTY ASSESSOR, WHICH MAPS SHALL GOVERN FOR ALL DETAILS RELATING THERETO.



REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 2014-1  
CITY OF STOCKTON  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

SHEET 2 OF 13



- REASSESSMENT DISTRICT PARCELS
- REASSESSMENT NUMBERS

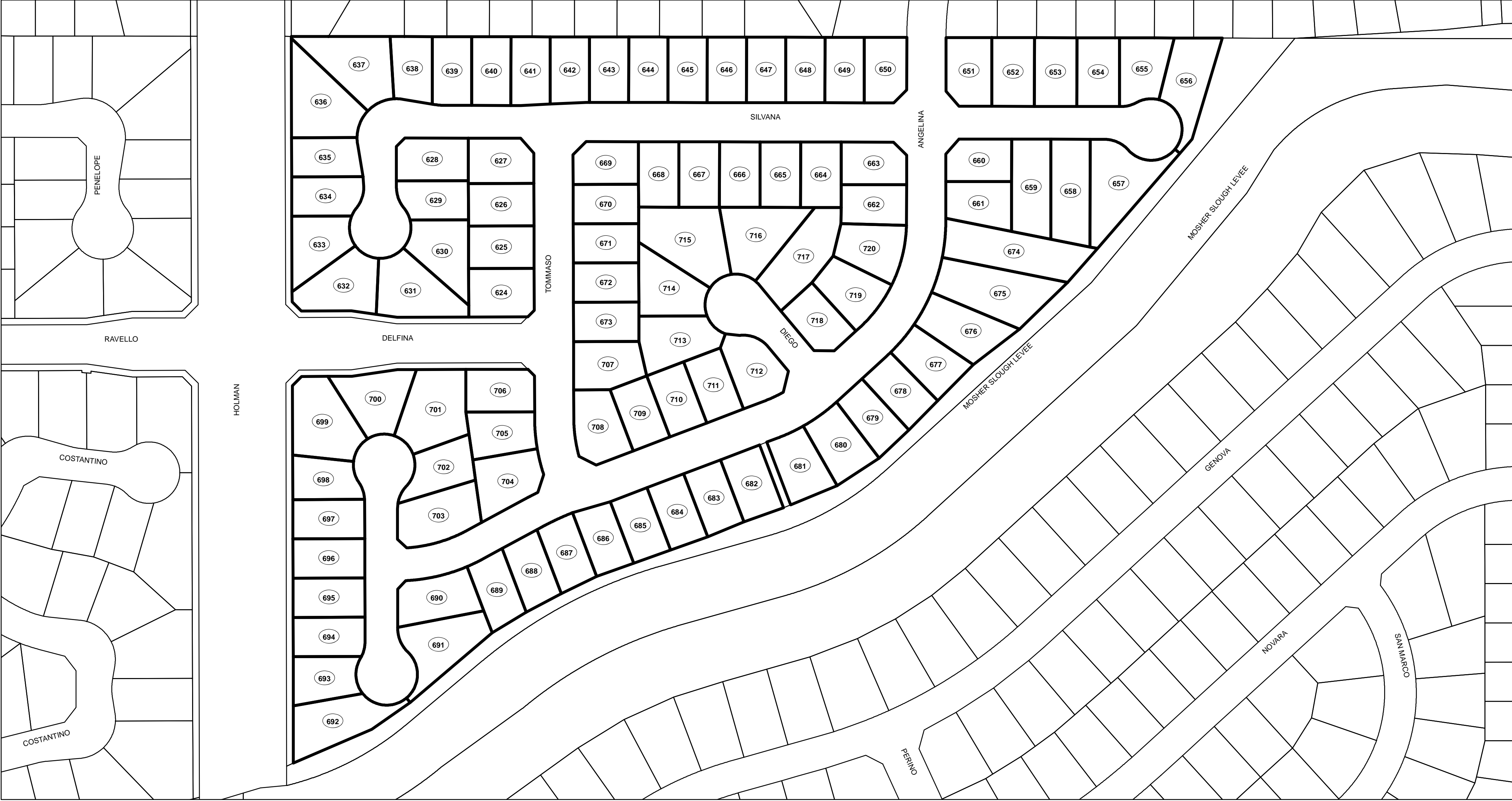




# REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 2014-1

CITY OF STOCKTON  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

SHEET 3 OF 13



- REASSESSMENT DISTRICT PARCELS
- 1 REASSESSMENT NUMBERS



REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 2014-1  
CITY OF STOCKTON  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

SHEET 4 OF 13



- REASSESSMENT DISTRICT PARCELS
- 1 REASSESSMENT NUMBERS





REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 2014-1  
CITY OF STOCKTON  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

SHEET 5 OF 13



- REASSESSMENT DISTRICT PARCELS
- REASSESSMENT NUMBERS





# REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 2014-1

CITY OF STOCKTON  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

SHEET 6 OF 13



- REASSESSMENT DISTRICT PARCELS
- ▨ REASSESSMENT NUMBERS 721 THROUGH 727
- ▤ REASSESSMENT NUMBERS 728 THROUGH 732



REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 2014-1  
CITY OF STOCKTON  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

SHEET 7 OF 13

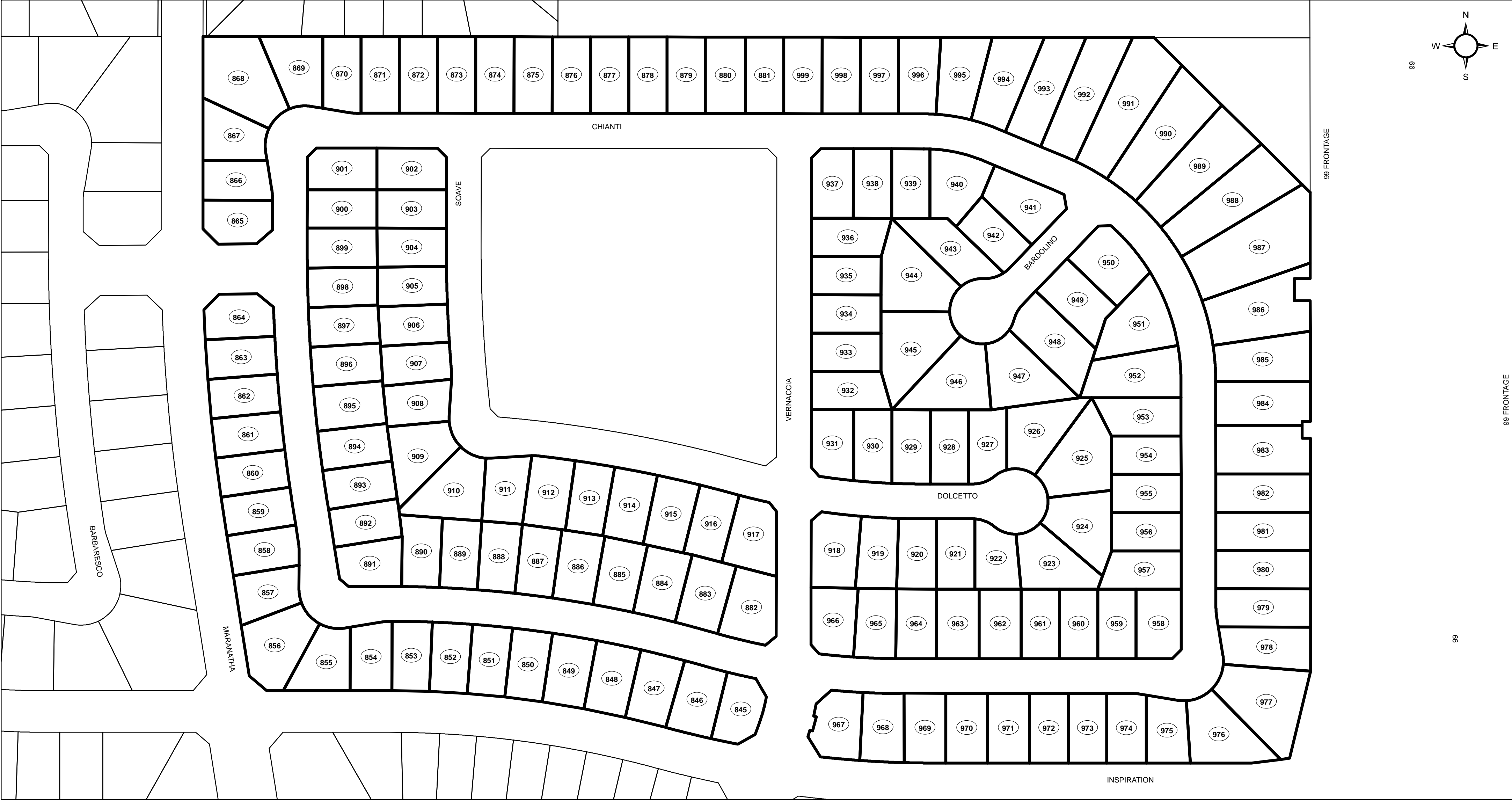


- REASSESSMENT DISTRICT PARCELS
- REASSESSMENT NUMBERS



REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 2014-1  
CITY OF STOCKTON  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

SHEET 8 OF 13



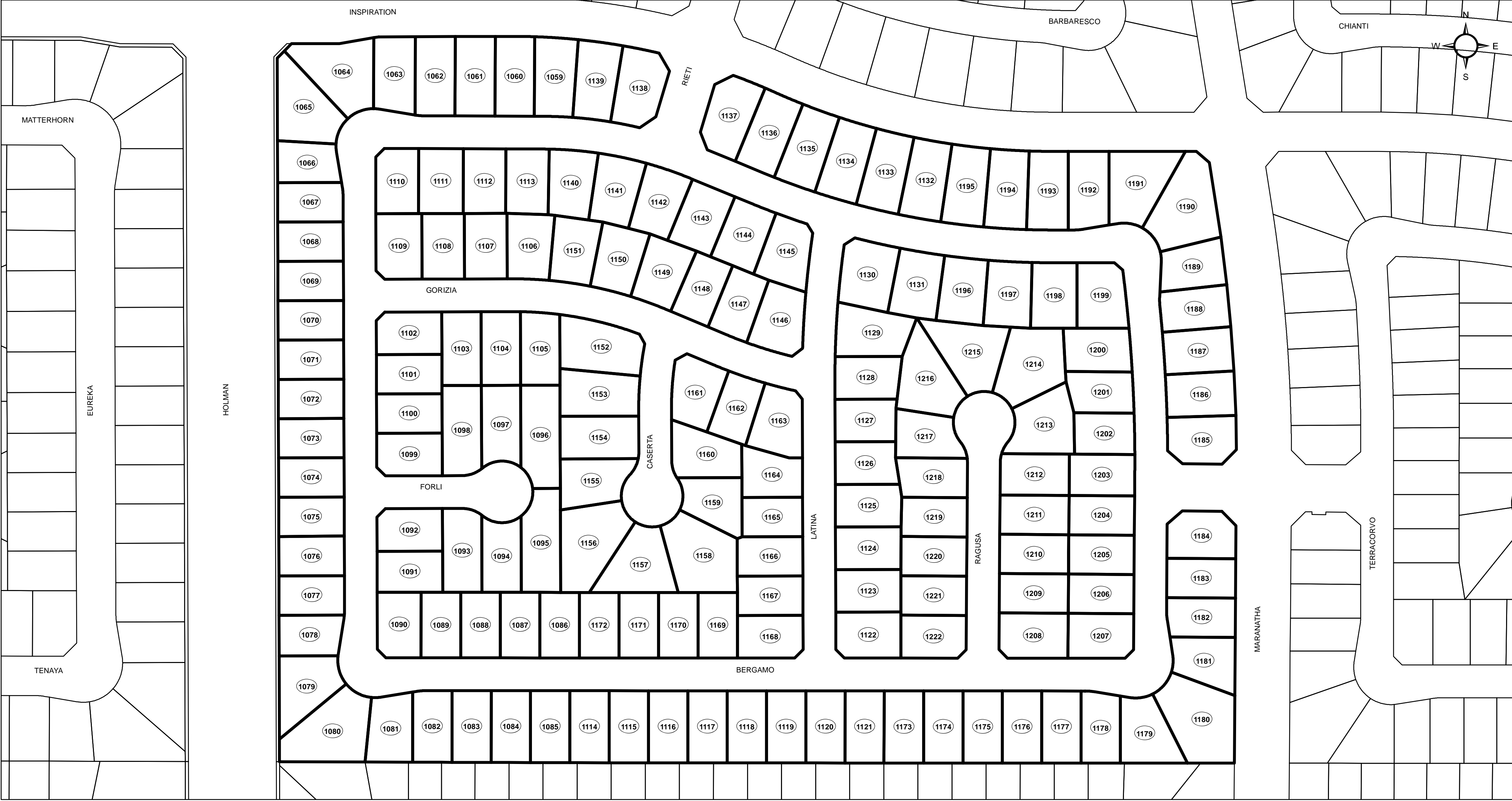
- REASSESSMENT DISTRICT PARCELS
- REASSESSMENT NUMBERS





# REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 2014-1

CITY OF STOCKTON  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

SHEET 9 OF 13



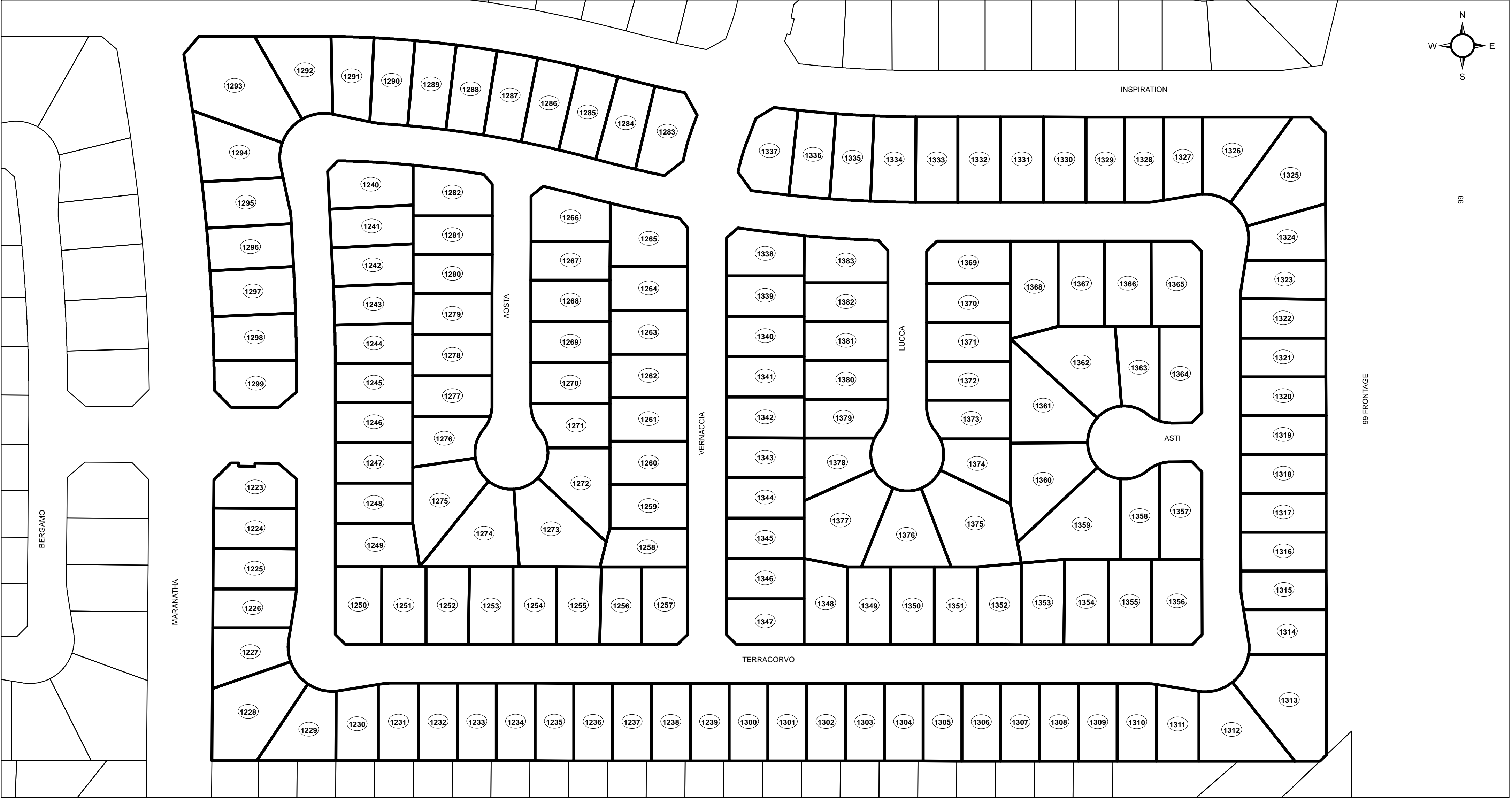
-  REASSESSMENT DISTRICT PARCELS
-  REASSESSMENT NUMBERS





REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 2014-1  
CITY OF STOCKTON  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

SHEET 10 OF 13



- REASSESSMENT DISTRICT PARCELS
- REASSESSMENT NUMBERS







**WILLDAN**  
Financial Services



REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 2014-1  
CITY OF STOCKTON  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

SHEET 13 OF 13

REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET
953	124-340-36-0000	8	1021	124-350-22-0000	5	1089	126-220-32-0000	9	1157	126-230-44-0000	9	1225	126-250-03-0000	10	1293	126-250-71-0000	10	1361	126-260-62-0000	10
954	124-340-37-0000	8	1022	124-350-23-0000	5	1090	126-220-33-0000	9	1158	126-230-45-0000	9	1226	126-250-04-0000	10	1294	126-250-72-0000	10	1362	126-260-63-0000	10
955	124-340-38-0000	8	1023	124-350-24-0000	5	1091	126-220-34-0000	9	1159	126-230-46-0000	9	1227	126-250-05-0000	10	1295	126-250-73-0000	10	1363	126-260-64-0000	10
956	124-340-39-0000	8	1024	124-350-25-0000	5	1092	126-220-35-0000	9	1160	126-230-47-0000	9	1228	126-250-06-0000	10	1296	126-250-74-0000	10	1364	126-260-65-0000	10
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958	124-340-41-0000	8	1026	124-350-27-0000	5	1094	126-220-37-0000	9	1162	126-230-49-0000	9	1230	126-250-08-0000	10	1298	126-250-76-0000	10	1366	126-260-67-0000	10
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960	124-340-43-0000	8	1028	124-350-29-0000	5	1096	126-220-39-0000	9	1164	126-230-51-0000	9	1232	126-250-10-0000	10	1300	126-260-01-0000	10	1368	126-260-69-0000	10
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962	124-340-45-0000	8	1030	124-350-31-0000	5	1098	126-220-41-0000	9	1166	126-230-53-0000	9	1234	126-250-12-0000	10	1302	126-260-03-0000	10	1370	126-260-71-0000	10
963	124-340-46-0000	8	1031	124-350-32-0000	5	1099	126-220-42-0000	9	1167	126-230-54-0000	9	1235	126-250-13-0000	10	1303	126-260-04-0000	10	1371	126-260-72-0000	10
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979	124-340-62-0000	8	1047	124-350-48-0000	5	1115	126-230-02-0000	9	1183	126-240-11-0000	9	1251	126-250-29-0000	10	1319	126-260-20-0000	10			
980	124-340-63-0000	8	1048	124-350-49-0000	5	1116	126-230-03-0000	9	1184	126-240-12-0000	9	1252	126-250-30-0000	10	1320	126-260-21-0000	10			
981	124-340-64-0000	8	1049	124-350-50-0000	5	1117	126-230-04-0000	9	1185	126-240-13-0000	9	1253	126-250-31-0000	10	1321	126-260-22-0000	10			
982	124-340-65-0000	8	1050	124-350-51-0000	5	1118	126-230-05-0000	9	1186	126-240-14-0000	9	1254	126-250-32-0000	10	1322	126-260-23-0000	10			
983	124-340-66-0000	8	1051	124-350-52-0000	5	1119	126-230-06-0000	9	1187	126-240-15-0000	9	1255	126-250-33-0000	10	1323	126-260-24-0000	10			
984	124-340-67-0000	8	1052	124-350-53-0000	5	1120	126-230-07-0000	9	1188	126-240-16-0000	9	1256	126-250-34-0000	10	1324	126-260-25-0000	10			
985	124-340-68-0000	8	1053	124-350-54-0000	5	1121	126-230-08-0000	9	1189	126-240-17-0000	9	1257	126-250-35-0000	10	1325	126-260-26-0000	10			
986	124-340-69-0000	8	1054	124-350-55-0000	5	1122	126-230-09-0000	9	1190	126-240-18-0000	9	1258	126-250-36-0000	10	1326	126-260-27-0000	10			
987	124-340-70-0000	8	1055	124-350-56-0000	5	1123	126-230-10-0000	9	1191	126-240-19-0000	9	1259	126-250-37-0000	10	1327	126-260-28-0000	10			
988	124-340-72-0000	8	1056	124-350-57-0000	5	1124	126-230-11-0000	9	1192	126-240-20-0000	9	1260	126-250-38-0000	10	1328	126-260-29-0000	10			
989	124-340-73-0000	8	1057	124-350-58-0000	5	1125	126-230-12-0000	9	1193	126-240-21-0000	9	1261	126-250-39-0000	10	1329	126-260-30-0000	10			
990	124-340-74-0000	8	1058	124-350-59-0000	5	1126	126-230-13-0000	9	1194	126-240-22-0000	9	1262	126-250-40-0000	10	1330	126-260-31-0000	10			
991	124-340-75-0000	8	1059	126-220-01-0000	9	1127	126-230-14-0000	9	1195	126-240-23-0000	9	1263	126-250-41-0000	10	1331	126-260-32-0000	10			
992	124-340-76-0000	8	1060	126-220-02-0000	9	1128	126-230-15-0000	9	1196	126-240-24-0000	9	1264	126-250-42-0000	10	1332	126-260-33-0000	10			
993	124-340-77-0000	8	1061	126-220-03-0000	9	1129	126-230-16-0000	9	1197	126-240-25-0000	9	1265	126-250-43-0000	10	1333	126-260-34-0000	10			
994	124-340-78-0000	8	1062	126-220-04-0000	9	1130	126-230-17-0000	9	1198	126-240-26-0000	9	1266	126-250-44-0000	10	1334	126-260-35-0000	10			
995	124-340-79-0000	8	1063	126-220-05-0000	9	1131	126-230-18-0000	9	1199	126-240-27-0000	9	1267	126-250-45-0000	10	1335	126-260-36-0000	10			
996	124-340-80-0000	8	1064	126-220-06-0000	9	1132	126-230-19-0000	9	1200	126-240-28-0000	9	1268	126-250-46-0000	10	1336	126-260-37-0000	10			
997	124-340-81-0000	8	1065	126-220-07-0000	9	1133	126-230-20-0000	9	1201	126-240-29-0000	9	1269	126-250-47-0000	10	1337	126-260-38-0000	10			
998	124-340-82-0000	8	1066	126-220-08-0000	9	1134	126-230-21-0000	9	1202	126-240-30-0000	9	1270	126-250-48-0000	10	1338	126-260-39-0000	10			
999	124-340-83-0000	8	1067	126-220-09-0000	9	1135	126-230-22-0000	9	1203	126-240-31-0000	9	1271	126-250-49-0000	10	1339	126-260-40-0000	10			
1000	124-350-01-0000	5	1068	126-220-10-0000	9	1136	126-230-23-0000	9	1204	126-240-32-0000	9	1272	126-250-50-0000	10	1340	126-260-41-0000	10			
1001	124-350-02-0000	5	1069	126-220-11-0000	9	1137	126-230-24-0000	9	1205	126-240-33-0000	9	1273	126-250-51-0000	10	1341	126-260-42-0000	10			
1002	124-350-03-0000	5	1070	126-220-12-0000	9	1138	126-230-25-0000	9	1206	126-240-34-0000	9	1274	126-250-52-0000	10	1342	126-260-43-0000	10			
1003	124-350-04-0000	5	1071	126-220-14-0000	9	1139	126-230-26-0000	9	1207	126-240-35-0000	9	1275	126-250-53-0000	10	1343	126-260-44-0000	10			
1004	124-350-																			

RESOLUTION NO. \_\_\_\_\_

**STOCKTON CITY COUNCIL**

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**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STOCKTON DECLARING ITS INTENTION TO LEVY REASSESSMENTS AND TO ISSUE REFUNDING BONDS UPON THE SECURITY THEREOF, AND PROVIDING FOR THE ISSUANCE OF CITY OF STOCKTON LIMITED OBLIGATION REFUNDING BONDS, MOSHER REASSESSMENT DISTRICT NO. 2014-1; PRESCRIBING THE DATE AND FORM OF SAID BONDS AND PRESCRIBING THE REDEMPTION PROVISIONS THEREFOR; AUTHORIZING THE EXECUTION OF SAID BONDS; PROVIDING FOR THE COLLECTION OF REASSESSMENTS TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; APPROVING THE SALE OF SAID BONDS (WHICH ESTABLISHES THE MATURITIES OF AND INTEREST RATES ON SAID BONDS)**

**WHEREAS**, the City Council (the “City Council”) of the City of Stockton (the “City”) previously formed Mosher Assessment District No. 2003-02 (the “Assessment District”) pursuant to the Municipal Improvement Act of 1913 (being Division 12 of the California Streets and Highways Code), for the purpose of financing certain public improvements (the “Improvements”); and

**WHEREAS**, in order to provide funds to finance the Improvements, the City previously issued its City of Stockton Limited Obligation Improvement Bonds, Mosher Assessment District No. 2003-02 (the “Prior Assessment Bonds”), in an aggregate principal amount of \$18,185,000 principal amount, under and pursuant to the conditions and terms of the Improvement Bond Act of 1915, being Division 10 of the California Streets and Highways Code (the “1915 Act”); and

**WHEREAS**, the City has determined that certain savings and efficiencies may be obtained by refunding a portion of the outstanding \$14,810,000 aggregate principal amount of bonds of the Assessment District (the “Prior Assessment Bonds”); and

**WHEREAS**, the City Council has determined to issue the City of Stockton Limited Obligation Refunding Bonds, Mosher Reassessment District No. 2014-1 (the “Refunding Bonds”) for the purpose of refunding a portion of the unmatured maturities of the Prior Assessment Bonds now outstanding under and pursuant to the conditions and terms of the Refunding Act of 1984 for 1915 Improvement Act Bonds, being Division 11.5 of the California Streets and Highways Code (the “1984 Act”), and to provide for the levy and collection of reassessments as security for the Refunding Bonds; and

**WHEREAS**, the refunding program recommended by RBC Capital Markets, as underwriter (the “Underwriter”) for the securities to be offered to the public in connection with the proposed refunding of a portion of the Prior Assessment Bonds entails issuance by the Stockton Public Financing Authority, or other joint exercise of powers authority to be designated by the City (the “Authority”), of its Limited Obligation Revenue Bonds (Mosher Reassessment District 2014-1) Series 2014 or similar name to be designed (“Revenue Bonds”), to be issued pursuant to and under the terms of a trust agreement pertaining thereto (the “Trust Agreement”), between the Authority and Wells Fargo Bank, National Association (the “Trustee”), with the proceeds of sale to be derived from the sale to the Underwriter of the Revenue Bonds to be used by the Authority to purchase the Refunding Bonds; and

**WHEREAS**, as part of the refunding program, the Revenue Bonds will include a 100 basis point higher spread between the Revenue Bonds and the Refunding Bonds to be available as provided in the Trust Agreement including to fund capital projects throughout the City; and

**WHEREAS**, the City has determined pursuant to Section 6588(v) of the Government Code to sell the Refunding Bonds to the Authority pursuant to a Local Obligation Purchase Contract (the "Local Obligation Purchase Contract") by and between the City and the Authority, and hereby finds and determines that such sale will result in significant public benefits including demonstrable savings in effective interest rate, bond preparation, bond underwriting discount, original issue discount or bond issuance costs and more efficient delivery of local agency services to residential and commercial development; and

**WHEREAS**, in furtherance of implementing the proposed refunding program, the following documents have been prepared, reviewed and approved as to form by City staff, and filed with the City Clerk:

(a) a Preliminary Official Statement (attached as Exhibit 1), pertaining primarily to the Revenue Bonds but also describing the refunding program, the Refunding Bonds and certain other information deemed material to an informed investment decision respecting the Revenue Bonds;

(b) a Local Obligation Purchase Contract (attached as Exhibit 2);, by which the Authority proposes to purchase the Refunding Bonds

(c) a Bond Purchase Contract (attached as Exhibit 3), by which the Authority proposes to sell and the Underwriter proposes to purchase the Revenue Bonds from the Authority;

(d) a Continuing Disclosure Agreement (attached as Exhibit 4), by and among the Authority, the City and the Trustee; by which the City covenants for the benefit of the Authority and the holders of the Refunding Bonds, to cooperate with the Authority in connection with providing continuing disclosure in compliance with the requirements of Rule 15c(2)-12 of the Securities and Exchange Commission; and

(e) an Escrow Agreement (attached as Exhibit 5), between the City and Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent"), pursuant to which the City will provide the Escrow Agent with money and investment securities sufficient to redeem all outstanding Prior Assessment Bonds;

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

**Section 1.** The foregoing recitals are true and correct and the City Council hereby so finds and determines.

**Section 2.** The City Council hereby determines that the public interest requires the refunding a portion of the Prior Assessment Bonds and the City Council hereby declares its intention to refund a portion of the Prior Assessment Bonds and to levy reassessments in and for the City's proposed City of Stockton, Mosher Reassessment District No. 2014-1 (the

“District”) as security for the Refunding Bonds to be issued to refund a portion of the Prior Assessment Bonds.

**Section 3.** The proceedings for the levy and collection of reassessments as security for the issuance and payment of the Refunding Bonds shall be conducted pursuant to the Refunding Act of 1984 for 1915 Improvement Act Bonds, being Division 11.5 of the California Streets and Highways Code (commencing with Section 9500) (the “Act”).

**Section 4.** The contemplated reassessments and refunding, in the opinion of the City Council, are of more than local or ordinary public benefit, and the costs and expenses thereof are made chargeable upon the District, the exterior boundaries of which are shown on the map thereof heretofore filed in the office of the City Clerk and in the office of the County Recorder of San Joaquin County, to which map reference is hereby made for further particulars. The map indicates by boundary lines the extent of the territory included in the Assessment District which is the subject of these proceedings and shall govern for all details as to the extent thereof.

**Section 5.** The City Council declares that it elects to establish a special reserve fund for the Refunding Bonds pursuant to Part 16 (commencing with Section 8880) of Division 10 of the California Streets and Highways code and, therefore, the amount of such special reserve fund shall be included in the contemplated reassessment.

**Section 6.** The reassessment and refunding are hereby referred to Willdan Financial Services, Inc., Temecula, California, a qualified firm employed by the City for the purpose hereof (the “Reassessment Consultant”), and the Reassessment Consultant is hereby directed to make and file with the City Clerk a report in writing, presenting the following:

(a) A schedule setting forth the unpaid principal and interest on the Prior Assessment Bonds to be refunded and the total amounts thereof;

(b) The total estimated principal amount of the reassessment and of the Refunding Bonds to be secured by the unpaid reassessments and the maximum interest thereon, together with an estimate of cost of the reassessment and refunding, including all costs of issuing the Refunding Bonds, as defined by subdivision (a) of Section 9600 of the Act;

(c) The auditor’s record kept pursuant to Section 8682 of the California Streets and Highways Code showing the schedule of principal installments and interest on all unpaid original assessments for the Prior Assessment Bonds and the total amounts thereof;

(d) The estimated amount of each reassessment, identified by reassessment number corresponding to the reassessment number of the reassessment diagram, together with a proposed auditor’s record for the reassessment prepared in the manner described in said Section 8682; and

(e) A reassessment diagram showing the District and the boundaries and dimensions of the subdivisions of land within the District. Each subdivision, including each separate condominium interest as defined in Section 783 of the Civil Code, shall be given a separate number upon the diagram.



When any portion or percentage of the costs and expenses of the reassessment and refunding is to be paid from sources other than the reassessments, the amount of such portion or percentage shall first be deducted from the total estimated cost and expenses of the reassessment and refunding, and the reassessments shall include only the remainder of the estimated cost and expenses. If any excess shall be realized from the reassessment it shall be used, in such amounts as the City Council may determine, in accordance with the provisions of law, in a manner or manners to be provided in these proceedings.

**Section 7.** Notice is hereby given that the Refunding Bonds, representing the unpaid reassessments, in the form of serial and/or term bonds and bearing interest at rates not to exceed the maximum rate authorized by applicable law at the time of such sale, will be issued in these proceedings in the manner provided by the Act and 1915 Act, the last installment of which Refunding Bonds shall mature no later than September 2, 2033. Pursuant to Section 8650.1 of the 1915 Act, the City Council hereby determines that the principal amount of the Refunding Bonds maturing or becoming subject to mandatory prior redemption each year may be other than an amount equal to an even annual proportion of the aggregate principal of the Refunding Bonds. Under the 1915 Act, the City will not obligate itself to advance available funds from the treasury of the City to cure any deficiency in the redemption fund to be created with respect to the Refunding Bonds; provided, however, that a determination not to obligate itself shall not prevent the City from, in its sole discretion, so advancing the funds.

**Section 8.** The provisions of Part 11.1 of Division 10 of the California Streets and Highways Code, providing for an alternative procedure for the advance payment of reassessments and the calling of bonds, shall apply to the Refunding Bonds issued under these proceedings.

**Section 9.** The County Auditor is hereby authorized and directed, in accordance with the provisions of Section 8682 of the Streets and Highways Code of the State of California, to enter into the assessment roll on which property taxes will next become due, opposite each lot or parcel of land affected, in a space marked "public improvement reassessment" or by other suitable designation, the next and several installments of such reassessment coming due during the ensuing fiscal year covered by the assessment roll and that said entry then shall be made each year during the life of the Refunding Bonds for the proceedings for the above referenced District. This authorization is continual until all reassessment obligations have been discharged and the Refunding Bonds terminated.

**Section 10.** Reference is hereby made to proceedings heretofore had under Division 12 of the California Streets and Highways Code and Chapter 5 of Division 7 of Title 2 of the Code of Ordinances of the City for the Prior Assessment Bonds, which are on file in the office of the City Clerk.

**Section 11.** The City Council has reviewed all proceedings heretofore taken relative to the foregoing and has found, as a result of such review, and does hereby find and determine that all acts, conditions and things required by law to exist, to happen and to be performed precedent to and in the issuance of the Refunding Bonds under the 1984 Act as hereinafter authorized and provided do exist, have happened and have been performed in due time, form and manner as required by the 1984 Act and all other applicable laws, and the City is now authorized pursuant to each and every requirement of law to issue the Refunding Bonds in the manner and form as provided in this resolution.

**Section 12.** The Refunding Bonds shall be issued upon and shall represent and shall be secured by said reassessments in accordance with the provisions of the 1984 Act to provide means for refunding a portion of the Prior Assessment Bonds, including payment of all costs of issuing the Refunding Bonds. The Refunding Bonds shall be issued as hereinafter set forth and shall be known as the "City of Stockton Limited Obligation Refunding Bonds, Mosher Reassessment District No. 2014-1" and shall be in an aggregate principal amount of not to exceed \$14,160,000. The Refunding Bonds shall be issued as fully registered bonds, shall be of the denomination of \$1 or any integral multiple of \$1 as determined by the registered owners thereof (not exceeding the principal amount of Refunding Bonds maturing at any one time), shall be dated their date of delivery, presently expected to be on or before September 2, 2014, and shall mature and bear interest as provided in the Local Obligation Purchase Contract. Notwithstanding any provision of the 1984 Act or these proceedings, reassessments may be prepaid in part in integral multiples of one dollar (\$1).

The Refunding Bonds shall bear interest from the interest payment date next preceding the date of authentication and registration thereof, unless such date of authentication and registration is on a day during the period from the sixteenth (16th) day of the month next preceding an interest payment date to such interest payment date, both inclusive, in which event they shall bear interest from such interest payment date, or unless such date of authentication and registration is on a day on or before the fifteenth (15th) day of the month next preceding the first interest payment date, in which event they shall bear interest from their dated date. Such interest shall be payable semiannually on March 2 and September 2 of each year, commencing on September 2, 2014 or March 2, 2015 as determined by the Chief Financial Officer, until and at the respective maturity dates of the Refunding Bonds.

The interest on and principal of and redemption premiums, if any, on the Refunding Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of Wells Fargo Bank, National Association (the "Paying Agent"). Payment of the interest on the Refunding Bonds due on or before the maturity or prior redemption thereof shall be made by check mailed to the registered owners of the Refunding Bonds at their addresses as they appear at the close of business as of the fifteenth (15th) day of the month prior to each such interest payment date on the registration books maintained by the Paying Agent, and payment of the principal of and redemption premiums, if any, on the Refunding Bonds shall be made only upon surrender thereof by the registered owners thereof on their maturity dates or on redemption prior to maturity to the Paying Agent; provided that, for the period during which the Authority is the registered owner of the Refunding Bonds, payment of the principal of and the interest and redemption premiums, if any, on the Refunding Bonds will be paid on each March 2 and September 2 payment date by wire transfer to the party specified in writing by the Authority to the Paying Agent.

Any Refunding Bond may be redeemed in whole or in part in integral multiples of \$1 of the Refunding Bonds on the second day of March or September in any year, at the option of the City, upon payment of the principal amount thereof and interest accrued thereon to the date of redemption, together with a redemption premium (calculated as a percentage of the par value of Bonds being redeemed) as follows for the respective March 2 or September 2 redemption dates:

<b>Redemption Dates (March 2 or September 2)</b>	<b>Redemption Premium</b>
First Interest Payment Date through September 2, 20__	
March 2, 20__ and September 2, 20__	
March 2, 20__ and September 2, 20__	
March 2, 20__ and thereafter	

The foregoing schedule of redemption premiums shall be subject to modification by mutual consent of the Chief Financial Officer and the Underwriter.

The City shall proceed pursuant to Part 11.1 of the 1915 Act in determining those Refunding Bonds or portions thereof to be redeemed and the manner of the redemption thereof, and notice of advance redemption of any Refunding Bond shall be given by the City as provided in the 1915 Act.

The City Council declares and determines that it does not and will not obligate itself to advance funds from the City treasury to cure any deficiency which may occur at any time in the Redemption Fund created in Section 18 of this resolution.

**Section 13.** (a) The Refunding Bonds shall be initially issued and registered and shall be executed and delivered in such denominations and numbered in such manner as determined by the Authority and registered in the names of such persons as are requested in such written request of the Authority, subject to the limitations of Section 16 of this resolution; and thereafter, such Refunding Bonds shall be transferred pursuant to Section 16 of this resolution.

(b) The City and the Paying Agent shall be entitled to treat the person in whose name any such Refunding Bond is registered as the owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the City; and the City and the Paying Agent shall have no responsibility for transmitting payments to, communication with, notifying, or otherwise dealing with any persons other than the registered owners of such Refunding Bonds; and neither the City nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any other party, except the registered owner of any such Refunding Bonds.

**Section 14.** The Refunding Bonds shall be in substantially the following form, the identity of the Authority to be revised accordingly and the blanks in said form to be filled in with appropriate words or figures, namely:

[FORM OF BOND]

UNITED STATES OF AMERICA

STATE OF CALIFORNIA

SAN JOAQUIN COUNTY

REGISTERED

REGISTERED

NUMBER \_\_\_\_\_

\$\_\_\_\_\_

CITY OF STOCKTON  
LIMITED OBLIGATION REFUNDING BOND  
MOSHER REASSESSMENT DISTRICT NO. 2014-1

Interest Rate	Maturity Date	Bond Date
_____ %	_____ 2, 20__	August __, 2014

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

Under and by virtue of the "Refunding Act of 1984 for 1915 Improvement Act Bonds," being Division 11.5 of the California Streets and Highways Code (the "Act"), the City of Stockton in the State of California (the "City") will, out of the Redemption Fund hereinafter referred to, pay to the registered owner set forth above on the maturity date set forth above (subject to the right of prior redemption hereinafter reserved) the principal amount set forth above in lawful money of the United States of America, and in like manner will pay interest from the interest payment date next preceding the date on which this Bond is authenticated and registered (unless this Bond is authenticated and registered on a day during the period from the sixteenth (16th) day of the month next preceding an interest payment date to such interest payment date, both inclusive, in which event it shall bear interest from such interest payment date, or unless this Bond is authenticated and registered on a day on or before the fifteenth (15th) day of the month next preceding the first interest payment date, in which event it shall bear interest from \_\_\_\_\_ \_\_, 2014) until payment of such principal sum shall have been discharged, at the interest rate per annum set forth above, payable semiannually on March 2 and September 2 in each year, commencing on [September 2, 2014][March 2, 2015].

Both the principal hereof and redemption premium hereon are payable at the principal corporate trust office of Wells Fargo Bank, National Association (the "Paying Agent"), and the interest hereon is payable by check mailed to the owner hereof at the owner's address as it appears on the registration books of the Paying Agent, or at such address as may have been filed in writing with the Paying Agent for that purpose, at the close of business as of the fifteenth (15th) day of the month next preceding each interest payment date; provided that, for the period during which the Stockton Public Financing Authority is the registered owner of this Bond, payment of the principal of and the interest and redemption premium, if any, on this Bond will be made by wire transfer on each March 2 and September 2 payment date to such party as shall be specified in writing by the Authority to the Paying Agent.

This Bond is one of several annual series of Bonds of like date, tenor and effect, but differing in amounts, maturities and interest rates, issued by the City under the Act and the resolution providing for its issuance (the "Resolution") for the purpose of providing funds for refunding assessment bonds originally issued to pay for the improvements described in said proceedings, and is secured by the moneys in the Redemption Fund provided in the Resolution and by the unpaid portion of reassessments levied for the payment hereof, and, including principal and interest, is payable exclusively out of said fund.

The City Council has declared and determined that it does not and will not obligate itself to advance funds from the City treasury to cure any deficiency which may occur at any time in said Redemption Fund.

This Bond will continue to bear interest after maturity at the rate above stated; provided, it is presented at maturity and payment thereof is refused upon the sole ground that there are not sufficient moneys in said Redemption Fund with which to pay the same. If it is not presented at maturity, interest thereon will run until maturity.

This Bond, or any portion of it in the amount of one dollar (\$1) or any integral multiple thereof, may be redeemed and paid in advance of maturity upon the second day of March or September in any year by giving at least thirty (30) days' notice by registered or certified mail to the registered owner hereof at the owner's address as it appears on the registration books of the Paying Agent by paying principal and accrued interest together with a redemption premium equal to three percent of the principal amount of Bonds redeemed.

This Bond is transferable by the registered owner hereof, in person or by the owner's attorney duly authorized in writing, at the office of the Paying Agent, subject to the terms and conditions provided in the Resolution, including the payment of certain charges, if any, upon surrender and cancellation of this Bond. Upon such transfer, a new registered bond or bonds, of any authorized denomination or denominations, of the same maturity, for the same aggregate principal amount, will be issued to the transferee in exchange therefor.

Bonds shall be registered only in the name of an individual (including joint owners), a corporation, a partnership or a trust.

Neither the City nor the Paying Agent shall be required to make such exchange or registration of transfer of Bonds during the period from the sixteenth (16th) day of the month next preceding an interest payment date to such payment date, both inclusive.

The City and the Paying Agent may treat the registered owner hereof as the absolute owner for all purposes, and the City and the Paying Agent shall not be affected by any notice to the contrary.

This Bond shall not be entitled to any benefit under the Act or the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Chief Financial Officer.

**IN WITNESS WHEREOF**, the City Council of City of Stockton has caused this Bond to be signed manually or in facsimile by the Mayor of the City and by the City Treasurer or the Chief Financial Officer of the City, in her capacity as treasurer, and by the City Clerk, and has caused its corporate seal to be impressed manually or in facsimile hereon, all as of \_\_\_\_\_, 2014.

CITY OF STOCKTON

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Mayor

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Chief Financial Officer

[SEAL]

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City Clerk

[Form of and Certificate of Authentication and Registration]

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Bonds described in the within mentioned Resolution which has been authenticated and registered on \_\_\_\_\_.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Paying Agent

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[Form of Assignment]

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto \_\_\_\_\_ the within Bond and do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the same on the register of the Chief Financial Officer, as Registrar, with full power of substitution in the premises.

Date: \_\_\_\_\_

SIGNATURE GUARANTEED:

\_\_\_\_\_

NOTE: The signature(s) must be guaranteed by an eligible guarantor institution. The signature(s) to 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.

Social Security Number, Taxpayer Identification Number or other Identifying Number of Assignee: \_\_\_\_\_.

**Section 15.** The Mayor of the City and the City Treasurer or the Chief Financial Officer of the City, in her capacity as treasurer, and the City Clerk are hereby authorized and directed, respectively, as such officers to execute each of the Refunding Bonds on behalf of the City, either manually or in facsimile, and the City Clerk is hereby authorized and directed to affix manually or in facsimile the official seal of the City thereto; and such signing and sealing as herein provided shall be a sufficient and binding execution of the Refunding Bonds by the City. In case either of such officers whose signature appears on the Refunding Bonds shall cease to be such officer before the delivery of the Refunding Bonds to the purchaser, such signature shall nevertheless be valid and sufficient for all purposes the same as though such officer had remained in office until the delivery of the Refunding Bonds. Only such of the Refunding Bonds as shall bear thereon a certificate of registration and authentication in the form hereinabove set forth, executed and dated by the Paying Agent, shall be entitled to any benefits hereunder or be valid or obligatory for any purpose, and such certificate shall be conclusive evidence that the Refunding Bonds so authenticated have been duly authorized, executed, issued and delivered hereunder and are entitled to the benefits hereof.

**Section 16.** The Paying Agent shall pay interest on the Refunding Bonds due on or before the maturity or prior redemption thereof to the registered owners thereof as their names appear at the close of business as of the fifteenth (15th) day of the month next preceding each interest payment date on the registration books required to be kept by the Paying Agent pursuant to this section as the registered owners thereof, such interest to be paid by check mailed to such registered owners at their addresses appearing on such books or at such other addresses as they may have filed in writing with the Paying Agent for that purpose, and to pay to such registered owners the principal of and redemption premiums, if any, on the Refunding Bonds upon presentation and surrender of the Refunding Bonds to the Paying Agent at maturity or on redemption prior to maturity; provided that, for the period during which the Authority is the registered owner of any Refunding Bond, the principal of and the interest and redemption premium, if any, on said Refunding Bond shall be paid by wire transfer on the Business Day prior to each March 2 and September 2 payment date to the party specified in writing by the Authority to the Paying Agent.

The Paying Agent will keep at his or her principal corporate trust office sufficient books for the registration, transfer and exchange of the Refunding Bonds, and upon presentation for such purpose the Paying Agent shall, under such reasonable regulations as he may prescribe, register or transfer or exchange Refunding Bonds on such books as hereinafter provided.

Any Refunding Bond may be transferred or exchanged on such books by the registered owner thereof, in person or by his or her duly authorized attorney, upon payment by the person requesting such transfer or exchange of any tax or other governmental charge required to be paid with respect to such transfer or exchange and upon surrender of such Refunding Bond for cancellation accompanied by delivery of a duly executed written instrument of transfer or exchange in a form approved by the Paying Agent. Whenever any Refunding Bond or Refunding Bonds shall be surrendered for transfer or exchange, the City shall execute and the Paying Agent shall authenticate and deliver a new Refunding Bond or Refunding Bonds of authorized denominations and of the same maturity date aggregating the principal amount of the Refunding Bond or Refunding Bonds so surrendered. The City and the Paying Agent may deem and treat the registered owner of any Refunding Bond as the absolute owner of such Refunding Bond for the purpose of receiving payment thereof and for all other purposes, whether such Refunding Bond shall be overdue or not, and neither the City nor the Paying Agent shall be affected by any notice or knowledge to the contrary; and payment of the interest on and principal of and redemption premium, if any, on such Refunding Bond shall be made

only to such registered owner as above provided, which payment shall be valid and effectual to satisfy and discharge liability on such Refunding Bond to the extent of the sum or sums so paid.

**Section 17.** The reassessments levied on the respective parcels in City of Stockton, Mosher Reassessment District No. 2014-1, together with interest thereon computed at the rate specified in the Refunding Bonds (which interest shall begin to run from the date of the Refunding Bonds), shall, in accordance with and consistent with the Act, remain and constitute a trust fund for the redemption and payment of the principal of the Refunding Bonds and for the interest due thereon, and said reassessments and each installment thereof and the interest and penalties thereon shall constitute a lien against the lots and parcels of land on which they are made until the same be paid. The Chief Financial Officer shall furnish to the County Auditor of San Joaquin County (the "Auditor") and, as prescribed by the Act, the Auditor shall keep records in his or her office showing, the several installments of principal and interest on said reassessments which are to be collected in each year during the term of the Refunding Bonds; and an annual installment of said reassessments shall be payable and shall be collected in each year corresponding in amount to the amount of Refunding Bonds unpaid and to accrue that year, which amount shall be sufficient to pay the Refunding Bonds as the same become due, and an annual installment of interest on said reassessments shall be payable and shall be collected in each year corresponding in amount to the amount of interest which will accrue on the Refunding Bonds outstanding for such year, which amount shall be sufficient to pay the interest thereon that shall become due in the next succeeding March and September. The annual proportion of said reassessments coming due in any year, together with the annual interest on such reassessments, shall be payable in the same manner and at the same time and in the same installments as the general taxes on real property in the City are payable, and said reassessment installments and said annual interest on said reassessments shall be payable and become delinquent on the same dates and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do general taxes on real property in the City.

The City Council hereby covenants for the benefit of (1) the registered owners of the Refunding Bonds and (2) the registered owners of the Revenue Bonds of the Authority that it will order, and cause to be commenced, and thereafter diligently prosecute an action in the superior court to foreclose the lien of any reassessment or installment thereof which has been billed, but has not been paid, pursuant to and as provided in sections 8830 and 8835, inclusive of the 1915 Act and the conditions specified in this Resolution. Staff of the City shall notify legal counsel to the City of any such delinquency of which the City is aware, and such counsel shall commence, or cause to be commenced, such foreclosure proceedings, including collection actions preparatory to the filing of any complaint. The City Council hereby covenants to commence foreclosure proceedings under the following conditions within 60 days of any of the following determinations which shall be made by the City not later than October 1 of each Fiscal Year, provided that the City may undertake foreclosure proceedings sooner than specified below:

(A) *Individual Delinquencies.* If the City determines that any single parcel subject to the reassessment in the Reassessment District is delinquent in the payment of reassessments in the aggregate amount of \$3,000 or more, then the City shall send or cause to be sent a notice of delinquency (and a demand for immediate payment thereof) to the property owner within 60 days of such determination, and (if the delinquency remains uncured) foreclosure proceedings shall be commenced by the City within 120 days of such determination.

(B) *Aggregate Delinquencies.* If the City determines that the total amount of delinquent reassessment for the prior Fiscal Year for the entire Reassessment District, (including the total of delinquencies under subsection (A) above), if (1) the sum of uncured assessment delinquencies for the preceding fiscal year exceeds five percent (5%) of the assessment installments posted to the tax roll for that fiscal year or (2) there is an unscheduled draw on the reserve fund relating to the Revenue Bonds of the Authority that causes such reserve fund to fall below the required reserve, the City shall notify or cause to be notified property owners who are then delinquent in the payment of reassessments (and demand immediate payment of the delinquency) within 60 days of such determination, and shall commence foreclosure proceedings within 120 days of such determination against each parcel of land in the Reassessment District with a reassessment delinquency.

The City Council hereby further covenants with the registered owners of the Refunding Bonds and the registered owners of the Revenue Bonds of the Authority that it will monitor the records of the Auditor-Controller of San Joaquin County for the purpose of ascertaining the occurrence of any delinquency.

**Section 18.** There is hereby created and established a fund to be known as the “City of Stockton Limited Obligation Refunding Bonds, Mosher Reassessment District No. 2014-1, Redemption Fund,” which fund shall be kept by the Chief Financial Officer and shall constitute a trust fund for the benefit of the registered owners of the Refunding Bonds, and all sums received by the Chief Financial Officer which are received from the collection of said reassessments (except for those amounts allocable to administrative expenses), and of the interest and penalties thereon, and including amounts paid to the City on account of any prior pay off and discharge of a reassessment lien (whether in whole or in part), together with any amounts received from the trustee for the Authority’s Revenue Bonds shall upon receipt be deposited in said fund. At the time of the issuance of the Refunding Bonds, the City shall deposit in the Redemption Fund from the proceeds of sale of the Refunding Bonds the amount representing the capitalized interest, if any, and the accrued interest, if any, received on the delivery of the Refunding Bonds. All sums to become due for the principal of and the interest on the Refunding Bonds shall be withdrawn by the Chief Financial Officer from said fund for transfer to the Paying Agent for use for the payment of the principal of and the interest on the Refunding Bonds, and the Refunding Bonds and the interest thereon shall not be paid out of any other funds. Any surplus remaining in said fund after payment of all Refunding Bonds and the interest thereon shall be applied as directed by the City.

**Section 19.** There is hereby created and established a fund to be known as the “City of Stockton Limited Obligation Refunding Bonds, Mosher Reassessment District No. 2014-1, Expense Fund,” which fund shall be kept by the Chief Financial Officer. After making the deposits in the Redemption Fund as required by Section 18, all remaining proceeds of the sale of the Refunding Bonds, if any, shall be deposited in the Expense Fund and shall be kept separate and distinct from all other City funds. All moneys collected by the City as administrative costs pertaining to administration of the reassessments and the Refunding Bonds shall also be deposited in the Expense Fund. All money in the Expense Fund shall be disbursed on such dates and in such amounts as are necessary to pay all costs of administering the reassessments and the Refunding Bonds (as provided under the Act), including all expenses incident to administering installments and prepayments collected on account of the unpaid reassessments, apportioning the reassessments if necessary in the event of division of any reassessment parcel, and all expenses incident to the calling, retiring or paying of the Refunding Bonds, and including, but not limited to, fees of bond counsel, underwriters, trustees, certified public accountants and rating agencies, continuing disclosure service providers,

administrative expenses of the City, administrative expenses and charges of the Authority in connection with its administration of the City of Stockton, Mosher Reassessment District No. 2014-1 and the Revenue Bonds, and the charges of the Chief Financial Officer in connection with the Refunding Bonds and the Authority's Revenue Bonds.

**Section 20.** Upon delivery of the Refunding Bonds to the Authority, and in lieu of payment by the Authority to the City of that portion of the purchase price of the Refunding Bonds required for purposes of redemption of the Prior Assessment Bonds on September 2, 2014, as the amount of said portion is specified in the Trust Agreement pertaining to the Authority's Revenue Bonds, the City will provide the Authority with written instructions at the time of such delivery providing for payment of said portion to the Redemption Fund pertaining to the Prior Assessment Bonds, from which the Prior Assessment Bonds will be redeemed on September 2, 2014.

**Section 21.** The City will not take or omit to take any action that would cause the interest on the Refunding Bonds to be included in gross income for federal income tax purposes. Without limiting the generality of the foregoing:

(a) The City will not directly or indirectly use or allow the use of more than 10% of the proceeds of the Refunding Bonds in the trade or business of any nongovernmental persons, and the City will not allow any actions to be taken that would result in the Refunding Bonds being treated as federally guaranteed pursuant to Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"); and

(b) The City will not directly or indirectly use or allow the use of the proceeds of the Refunding Bonds in a manner that would cause the Refunding Bonds to be arbitrage bonds described in Section 148 of the Code, and in particular, the City will not invest or allow the investment of proceeds of the Refunding Bonds in investments with a yield materially higher than the yield on the Refunding Bonds except as described in the Tax Certificate executed in connection with the issuance of the Refunding Bonds. In addition, the City will pay from time to time all amounts, if any, required to be rebated to the United States Government pursuant to Section 148(f) of the Code. If the City fails to expend all proceeds of the Refunding Bonds within six (6) months of the date of issue thereof, or establishes any funds pledged to the payment of the Refunding Bonds other than as currently provided herein, the City shall contact nationally recognized bond counsel for advice relative to compliance with the rebate requirements of Section 148 of the Code.

**Section 22.** The form and substance of the Local Obligation Purchase Contract submitted to this meeting and on file with the City Clerk, is hereby approved, subject to such changes as the Chief Financial Officer or designee shall approve, such approval to be conclusively established by the execution thereof. The Local Obligation Purchase Contract makes reference to Exhibit 1 to be attached thereto to set forth and establish, among other things, the Dated Date, the maturity schedule and the interest rates for the Refunding Bonds and confirm the identity of the Authority. The City Council hereby authorizes the Chief Financial Officer to designate the Authority and to approve Exhibit 1 after the date of this resolution and upon the condition that notwithstanding the foregoing, Exhibit 1 to the Local Obligation Purchase Contract shall not specify a final maturity of the Refunding Bonds later than the last maturity of any of the Prior Assessment Bonds or terms of the Refunding Bonds which cause the yield on the Refunding Bonds to exceed any limitation imposed by law. The Authorized Officers are, and each of them is, hereby authorized and directed, for and in the name of the City, to execute and deliver the Local Obligation Purchase Contract in the form presented to this

meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, in consultation with the City Attorney, provided that, (i) the aggregate principal amount of the Refunding Bonds to be attributed to the Prior Assessment Bonds shall not exceed \$14,160,000, (ii) the net present value of the debt service savings resulting from the refunding a portion of the Prior Assessment Bonds shall be not less than 3.00% as determined by the Chief Financial Officer, and (iii) the final maturity date of the Refunding Bonds to be attributed to the Prior Assessment Bonds shall not be later than September 2, 2033. The approval of the Local Obligation Purchase Contract shall be conclusively evidenced by the execution thereof by such Authorized Officer.

Following attachment of the approved Exhibit 1, and subject to such modification and revisions to the body thereof not inconsistent with the essential terms thereof, which modifications shall be approved by the City Attorney (such approval to be conclusively established by execution thereof "approved as to form" by the City Attorney), and concurrently with execution thereof by the authorized representatives of the Authority, the Chief Financial Officer is authorized to execute the Local Obligation Purchase Contract on behalf of the City.

**Section 23.** The form and substance of the Preliminary Official Statement describing the Authority's Revenue Bonds and the Refunding Bonds, submitted to this meeting and on file with the City Clerk, is hereby approved, subject to such changes as the Chief Financial Officer or designee shall approve. The facts contained therein, as of this date, are true and correct in all material respects, and said Preliminary Official Statement neither contains any untrue statement of a material fact nor omits to state any material fact necessary to make any statement therein not misleading in light of the circumstances under which it was made. The Chief Financial Officer is authorized to execute a certificate as to finality of the Preliminary Official Statement and to execute the final Official Statement to be derived therefrom.

The City Council hereby finds and determines that said Preliminary Official Statement is and shall be deemed "nearly final" by the City, except for information concerning the Authority and certain information pursuant to Rule 15c2-12 of the Securities and Exchange Commission, and the Chief Financial Officer is hereby authorized to execute a certificate to such effect in the customary form upon request of the Underwriter.

The Chief Financial Officer is authorized to approve corrections and additions to the Preliminary Official Statement by supplement or amendment thereto, by appropriate insertions, or otherwise as appropriate, provided that such corrections or additions shall be regarded by the Chief Financial Officer as necessary to cause the information contained therein to conform to facts material to the Refunding Bonds or the Authority's revenue bonds or to the proceedings of the City Council or the Authority Board or that such corrections or additions are in form rather than in substance.

**Section 24.** The form of Bond Purchase Contract (the "Bond Purchase Contract"), submitted to this meeting and on file with the City Clerk, pursuant to which the Authority offers to sell and RBC Capital Markets offers to purchase the Revenue Bonds, submitted to this meeting and on file with the City Clerk, is hereby approved, subject to such changes as the Chief Financial Officer or designee shall approve, such approval to be conclusively established by the execution thereof. The Chief Financial Officer is hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver to the Authority the Bond Purchase Contract in substantially said form, with such changes therein as the Chief Financial Officer or designee shall approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided that the maximum interest rate on the Revenue Bonds shall not



exceed 5.65% as provided in the Bond Purchase Contract; and provided, further, that the maximum bond discount specified in the Bond Purchase Contract shall not exceed 1.5% of the aggregate principal amount of the Revenue Bonds.

**Section 25.** The form of Continuing Disclosure Agreement, submitted to this meeting and on file with the City Clerk, is hereby approved, subject to such changes as the Chief Financial Officer or designee shall approve, such approval to be conclusively established by the execution thereof. The Chief Financial Officer is authorized and directed to execute the Continuing Disclosure Agreement on behalf of the City.

**Section 26.** The form of Escrow Agreement, submitted to this meeting and on file with the City Clerk, is hereby approved, subject to such changes as the Chief Financial Officer or designee shall approve, such approval to be conclusively established by the execution thereof. The Chief Financial Officer is authorized and directed to execute the Escrow Agreement on behalf of the City.

**Section 27.** The City Clerk is directed to cause the Refunding Bonds to be typewritten, lithographed, printed or engraved, and to cause the blank spaces thereof to be filled in to comply with the provisions hereof, and to procure their execution either manually or in facsimile by the proper officers, and thereafter to deliver them, when so executed, to the Paying Agent, who shall authenticate them, and thereafter to deliver them to the purchaser thereof on receipt by the City of the purchase price thereof. The Mayor of the City and the City Treasurer or the Chief Financial Officer of the City, in her capacity as treasurer, and the City Clerk are further authorized and directed to make, execute and deliver to the purchaser of the Refunding Bonds a signature certificate in the form customarily required by purchasers of municipal bonds, certifying to the genuineness and due execution of the Refunding Bonds. The Chief Financial Officer of the City and the City Clerk are authorized and directed to make, execute and deliver to the purchaser of the Refunding Bonds a no litigation certificate in the form customarily required by purchasers of municipal bonds, certifying to all facts within their knowledge relative to any litigation which may or might affect the City or said officers or the Refunding Bonds. The Chief Financial Officer is further authorized and directed to make, execute and deliver to the purchaser of the Refunding Bonds a receipt in the form customarily required by purchasers of municipal bonds, evidencing the payment of the purchase price of the Refunding Bonds, which receipt shall be conclusive evidence that said purchase price has been paid and has been received by the City (in part) and the escrow agent for the Prior Assessment Bonds (in part). Any purchaser or subsequent taker or holder of the Refunding Bonds is hereby authorized to rely upon and shall be justified in relying upon such signature certificate, such no litigation certificate and such receipt with respect to the Refunding Bonds executed, sold and delivered pursuant to the authority of this resolution. Additionally, the officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents and contracts which they may deem necessary or advisable in order to consummate the sale, execution and delivery of the Refunding Bonds and otherwise to carry out, give effect to and comply with the terms and intent of this resolution, the Refunding Bonds, and the Local Obligation Purchase Contract including, without limitation to secure municipal bond insurance on the Revenue Bonds if available and as the Authorized Officer may require or approve, in consultation with the City Attorney, Bond Counsel and the City's financial advisors and any such actions heretofore taken by such officers in connection therewith are hereby ratified, confirmed and approved.

**Section 28.** The City Council hereby covenants for the benefit of the Authority and the holders of the Refunding Bonds, to cooperate with the Authority in connection with providing



continuing disclosure in compliance with the requirements of Rule 15c(2)-12 of the Securities and Exchange Commission. Without limiting the generality of the foregoing, the Chief Financial Officer is hereby authorized and directed to provide the information in the possession of the City necessary for the Authority to prepare and file an annual report containing the matters required by Rule 15c(2)-12 of the Securities and Exchange Commission and for issuance and publication of notices of material events, if such material events shall occur, pertaining to the Refunding Bonds and related matters as prescribed by said Rule 15c(2)-12. The estimated cost and expense of such continuing disclosure services shall be included in the annual administrative cost assessment to be added to the annual installments billed on account of unpaid reassessments, as provided in the Reassessment Report.

**Section 29.** All actions heretofore taken by the officers and agents of the City with respect to notice of advanced redemption to the holders of the outstanding Prior Assessment Bonds, the sale, execution and delivery of the Refunding Bonds, and the other transactions authorized and contemplated herein are hereby approved, confirmed and ratified. Notwithstanding any provision of this resolution authorizing the Chief Financial Officer to take any action or execute any document to the contrary, in the absence of the Chief Financial Officer or in lieu of the Chief Financial Officer, the person designated in writing by the Chief Financial Officer, may take such action or execute such document with like effect as fully as though named in this resolution instead of the Chief Financial Officer.

**Section 30.** In connection with the Refunding Bonds and the Revenue Bonds, the City hereby appoints and retains Del Rio Advisors, LLC, as Financial Advisor and Orrick, Herrington & Sutcliffe LLP, as Bond Counsel and Disclosure Counsel. RBC Capital Markets Inc. is hereby appointed as Underwriter for the Revenue Bonds.

**Section 31.** The City Manager, City Attorney, Chief Financial Officer, City Clerk and other appropriate officers of the City, each acting alone, are authorized to take such other actions, including establishment of budget, as are appropriate to carry out the intent of this Resolution.

**Section 32.** This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED \_\_\_\_\_.

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ANTHONY SILVA  
Mayor of the City of Stockton

ATTEST:

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BONNIE PAIGE  
City Clerk of the City of Stockton

**PRELIMINARY OFFICIAL STATEMENT DATED \_\_\_\_\_, 2014****NEW ISSUE – FULL BOOK-ENTRY****RATING: S&P: “BBB+”  
See “RATING” herein**

*In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, based upon an analysis of existing statutes, regulations, rulings and court decisions and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds. See “TAX MATTERS” herein.*

\$ \_\_\_\_\_ \*

**STOCKTON PUBLIC FINANCING AUTHORITY  
LIMITED OBLIGATION REVENUE BONDS  
(MOSHER REASSESSMENT DISTRICT 2014-1), SERIES 2014**

Dated: Date of Delivery

Due: September 2, as shown on inside cover

The \$ \_\_\_\_\_ \* Limited Obligation Revenue Bonds (Mosher Reassessment District 2014-1), Series 2014 (the “Bonds”) are being issued by the Stockton Public Financing Authority (the “Authority”) to assist the City of Stockton, California (the “City”) in the refinancing of certain improvements of benefit to property within the City of Stockton, Mosher Reassessment District 2014-1 (the “Reassessment District”).

The City previously issued the City of Stockton Limited Obligation Improvement Bonds, Mosher Assessment District No. 2003-02, of which the unmatured principal amount of \$15,225,000 is currently outstanding (the “Prior Bonds”), to provide the City with money to finance the construction and acquisition of certain public improvements within that assessment district. In connection with the issuance of the Bonds, the City has formed the Reassessment District and concurrently with the issuance of the Bonds, the City will issue a series of reassessment bonds (the “Local Obligations”) the proceeds of which will be used to refund the Prior Bonds. Proceeds of the Bonds will be used to purchase the Local Obligations.

The Bonds are special, limited obligations of the Authority, payable from and secured by Revenues (as defined herein) of the Authority, consisting primarily of payments on the Local Obligations received by the Authority from the City. The Local Obligations are secured by liens of unpaid reassessments (the “Reassessments”) levied on property in the Reassessment District, as more fully described herein. Payments under the Local Obligations are calculated to be sufficient to permit the Authority to pay the principal of, premium, if any, and interest on the Bonds when due. Installments of principal and interest sufficient to meet annual debt service on the Local Obligations are included on the regular county tax bills sent to owners of property against which there are unpaid Reassessments. The Local Obligations will be registered in the name of Wells Fargo Bank, National Association, as trustee (the “Trustee”) for the Bonds under the Trust Agreement (described herein) and debt service payments on the Local Obligations will be paid to the Trustee. See “SECURITY FOR THE BONDS AND SOURCES OF PAYMENT.”

The Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“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. Interest is payable on \_\_\_\_\_. 20\_\_\_\_, and semiannually thereafter on March 2 and September 2 each year. See APPENDIX D – “THE BOOK-ENTRY SYSTEM.”

**The Bonds are subject to redemption prior to maturity as described herein. See “THE BONDS – Redemption.”**

The Reassessment District is comprised of approximately 1,383 parcels currently subject to a Reassessment lien. Unpaid Reassessments do not constitute a personal indebtedness of the owners of the parcels within the Reassessment District and the owners have made no commitment to pay the principal of or interest on the Local Obligations or the Bonds. In the event of delinquency, foreclosure proceedings may be conducted only against the real property securing the delinquent Reassessments. Thus, the value of the real property within the Reassessment District is a critical factor in determining the investment quality of the Bonds. The unpaid Reassessments are not required to be paid upon sale of property within the Reassessment District. There is no assurance the owners will be able to pay the Reassessments or that they will pay such installments even though financially able to do so.

On June 28, 2012, the City filed a petition seeking relief under chapter 9 of the United States Bankruptcy Code (“chapter 9”) in the United States Bankruptcy Court for the Eastern District of California. The City believes that the filing of the petition under chapter 9 will not adversely impact the Local Obligations, and the City intends to continue to fully perform all of its obligations with respect thereto. See “CITY OF STOCKTON – Effect of City Chapter 9 Filing.”

This cover page contains certain information for general reference only. It is not a summary of this issue. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE AUTHORITY, THE CITY, THE COUNTY OF SAN JOAQUIN, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS OR THE LOCAL OBLIGATIONS. NEITHER THE BONDS NOR THE LOCAL OBLIGATIONS CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL DEBT LIMITATION. THE AUTHORITY HAS NO TAXING POWER.

The Bonds are offered when, as and if issued and accepted by the Underwriter subject to the approval of validity and certain other legal matters by Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority. Certain legal matters will be passed upon for the City by the City Attorney and for the

\* Preliminary, subject to change.

Underwriter by Jones Hall, A Professional Law Corporation. It is expected that the Bonds will be available for delivery in book-entry form on or about August \_\_, 2014.



RBC Capital Markets”

Dated August \_\_, 2014

**MATURITY SCHEDULE\***

**Stockton Public Financing Authority  
 Limited Obligation Revenue Bonds  
 (Mosher Reassessment District 2014-1), Series 2014  
 Base CUSIP: \_\_\_\_\_**

**\$\_\_\_\_\_ Serial Bonds**

<b>Maturity September 2</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>CUSIP<sup>†</sup></b>
2014				
2015				
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				

**\$\_\_\_\_\_ % Term Bonds due September 2, 20\_\_ Priced to Yield \_\_\_\_\_ % CUSIP No. \_\_\_\_\_\***

\* Preliminary, subject to change.

† Copyright 2014, American Bankers Association. CUSIP data herein is provided by Standard and Poor's. CUSIP Services Bureau, a division of the McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as substitute for the CUSIP Service. CUSIP numbers are provided for convenience of reference only. The Authority, the City and the Underwriter take no responsibility for the accuracy of such numbers.

## **STOCKTON PUBLIC FINANCING AUTHORITY**

### **Members of the Board Directors**

Anthony Silva, *Chair*  
Paul Canepa, *Member*  
Dyane Burgos Medina, *Member*  
Elbert Holman, *Member*  
Katherine Miller, *Member*  
Michael Tubbs, *Member*  
Moses Zapien, *Member*

### **CITY OF STOCKTON**

#### **City Council**

Anthony Silva, *Mayor*  
Paul Canepa, *Vice Mayor*  
Dyane Burgos Medina, *Councilmember*  
Elbert Holman, *Councilmember*  
Katherine Miller, *Councilmember*  
Michael Tubbs, *Councilmember*  
Moses Zapien, *Councilmember*

#### **City Staff**

Kurt O. Wilson, *City Manager*  
Laurie M. Montes, *Deputy City Manager*  
Vanessa Burke, *Chief Financial Officer*  
Bonnie Paige, *City Clerk*  
John Luebberke, *City Attorney*

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#### **Special Services**

##### **Bond Counsel**

Orrick, Herrington & Sutcliffe LLP

##### **Trustee**

Wells Fargo Bank, National Association  
Los Angeles, California

##### **Reassessment Engineer**

Willdan Financial Services  
Temecula, California

##### **Verification Agent**

Grant Thornton, LLP  
Minneapolis, Minnesota

##### **Escrow Agent**

Wells Fargo Bank, National Association  
Los Angeles, California

## GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

**No Offering May Be Made Except by this Official Statement.** No dealer, broker, salesperson or other person has been authorized by the Authority, the City or the Underwriter to give any information or to make any representations with respect to the Bonds or the Local Obligations other than as contained in this Official Statement, and if given or made, such other information or representation must not be relied upon as having been authorized by the Authority, the City or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

**Effective Date.** This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, create any implication that there has been no change in the affairs of the Authority, the City, the Reassessment District, any other parties described in this Official Statement, or in the condition of property within the Reassessment District since the date of this Official Statement.

**Use of this 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 a contract with the purchasers of the Bonds. The information contained in this Official Statement has been obtained from sources that are believed to be reliable, but this information is not guaranteed as to accuracy or completeness. The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as 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. All references to and summaries of the Trust Agreement or other documents contained in this Official Statement are subject to the provisions of those documents and do not purport to be complete statements of those documents.

**Stabilization of and Changes to Offering Prices.** The Underwriter may overallocate or take other steps that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Bonds to certain dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

**Bonds are Exempt from Securities Laws Registration.** The issuance and sale of the Bonds have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exemptions for the issuance and sale of municipal securities provided under Section 3(a)(2) of the Securities Act of 1933 and Section 3(a)(12) of the Securities Exchange Act of 1934.

**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 since the date hereof. All summaries of the Trust Agreement (as defined herein) 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.

**Estimates and Projections.** Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements.” Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “projected,” “budget” or other similar words. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE AUTHORITY AND THE CITY DO NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

The City maintains a website. However, the information presented on that website is not part of this Official Statement and should not be relied upon in making investment decisions with respect to the Bonds.

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## OFFICIAL STATEMENT

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### STOCKTON PUBLIC FINANCING AUTHORITY LIMITED OBLIGATION REVENUE BONDS (MOSHER REASSESSMENT DISTRICT 2014-1) SERIES 2014

The purpose of this Official Statement, which includes the cover page, inside cover page and Appendices hereto (the “Official Statement”), is to provide certain information concerning the sale and issuance of the Stockton Public Financing Authority Limited Obligation Revenue Bonds (Mosher Reassessment District 2014-1), Series 2014 (the “Bonds”).

## INTRODUCTION

This introduction is not a summary of this Official Statement, and is qualified by the more complete and detailed information contained in the entire Official Statement and the documents described or summarized herein. The sale of Bonds to potential investors is made only by means of the entire Official Statement.

### **Purpose of the Bonds**

The Bonds are being issued by the Stockton Public Financing Authority (the “Authority”) to assist with the refunding of certain outstanding bonds. The City of Stockton, California (the “City”) previously issued the City of Stockton Limited Obligation Improvement Bonds, Mosher Assessment District No. 2003-02, of which the unmatured principal amount of \$15,225,000 is currently outstanding (the “Prior Bonds”), to provide the City with money to finance the construction and acquisition of certain public improvements within the Reassessment District. In connection with the issuance of the Bonds, the City has formed the City of Stockton, Mosher Reassessment District No. 2014-1 (the “Reassessment District”) and concurrently with the issuance of the Bonds, the City will issue a series of reassessment bonds (the “Local Obligations”) the proceeds of which will be used to refund the Prior Bonds. Proceeds of the Bonds will be used to purchase the Local Obligations. The Local Obligations are being issued pursuant to provisions of the Refunding Act of 1984 for 1915 Improvement Act Bonds (Division 11.5 of the California Streets and Highways Code) (the “Act”).

### **Purpose of the Local Obligations**

The Prior Bonds were issued by the City for the benefit of the City’s Mosher Assessment District No. 2003-02 (the “Prior Assessment District”) and the Local Obligations are being issued to assist the City in the refinancing of certain improvements of benefit to property within the Reassessment District for the following purposes: (i) to refund and defease the Prior Bonds on the date of issuance of the Bonds, (ii) to pay the costs of issuance of the Bonds and the Local Obligations and (iii) to provide for the funding of a reserve fund for the Bonds (the “Reserve Fund”). See “PLAN OF REFUNDING” and “ESTIMATED SOURCES AND USES OF FUNDS.”

\* Preliminary, subject to change.

## **The Local Obligations**

The City is issuing the Local Obligations to refund and defease the Prior Bonds. Concurrently with the issuance of the Bonds, the City is issuing the City of Stockton Limited Obligation Improvement Bonds, City of Stockton, Mosher Reassessment District No. 2014-1 (the Local Obligations herein). The Local Obligations are being issued by the City pursuant to the provisions of the Refunding Act of 1984 for 1915 Improvement Act Bonds, consisting of Division 11.5 of the California Streets and Highways Code (the “1984 Act”). The Local Obligations will be purchased by the Authority and the primary source of repayment of the Bonds is Local Obligations payments received by the Trustee on behalf of the Authority.

## **Authority for Issuance**

The Bonds are being issued pursuant to the terms of a Trust Agreement dated as of August 1, 2014 (the “Trust Agreement”) between the Authority and Wells Fargo Bank, National Association (the “Trustee”) and the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, as amended from time to time.

## **Security for the Bonds and Local Obligations**

The Bonds are special, limited obligations of the Authority, payable from and secured by Revenues (as defined herein) of the Authority consisting primarily of payments received by the Authority from the City in connection with its ownership of the Local Obligations. The Bonds are secured by a first priority lien on and security interest in all of the Revenues and other amounts held in certain funds established under to the Trust Agreement. See “SECURITY FOR THE BONDS AND SOURCES OF PAYMENT – Revenues.”

The Local Obligations are secured by liens of unpaid reassessments levied against property in the Reassessment District (the “Reassessments”), as more fully described herein. Payments under the Local Obligations are calculated to be sufficient to permit the Authority to pay the principal of, premium, if any, and interest on the Bonds when due. Installments of principal and interest sufficient to meet annual debt service on the Local Obligations are included on the regular county tax bills sent to owners of property against which there are unpaid Reassessment installments. Principal of and interest on the Local Obligations are payable exclusively from Reassessment installments securing them. Unpaid Reassessments do not constitute a personal indebtedness of the owners of the parcels within the Reassessment District and the owners have made no commitment to pay the principal of or interest on the Bonds or Local Obligations or to support payment of the Bonds or Local Obligations in any manner. In the event of delinquency, proceedings may be conducted only against the particular parcel securing the delinquent Reassessment installments. Future unpaid Reassessments are not required to be paid upon sale of property within the Reassessment District.

The Reassessment District is comprised of 1,383 parcels (of which 1,372 are residential and 7 commercial or industrial and 4 are governmental per County Assessor records) in the City subject to a Reassessment levy for fiscal year 2013-14. The aggregate 2013-14 County assessed valuation of property in the Reassessment District is \$323,341,494. The Prior Assessment District was originally formed to finance a portion of certain infrastructure improvements of benefit to the Prior Assessment District (the “Improvements”) consisting generally of street, water, sewer, and storm water drainage infrastructure improvements for the Prior Assessment District, which Improvements are owned, operated, and maintained by the City. The Improvements have been completed and most of the parcels in the Reassessment District are developed. See “THE REASSESSMENT DISTRICT” below.

The Local Obligations has a payment schedule which, in the aggregate, has been sized to pay debt service on the Bonds. The City is under no obligation to advance moneys to pay Bond debt service in the event of delinquent Reassessment installments.

### **Legal Authority**

*The Prior Assessment District, the Reassessment District and the Local Obligations.* The proceedings of the City to form the Reassessment District and to levy Reassessments therein were undertaken pursuant to the 1984 Act. All of the proceedings of the City to form the original assessment district and to levy the original assessments therein were undertaken pursuant to the Municipal Improvement Act of 1913 (Division 12 of the California Streets and Highways Code) (the “1913 Act”). The Local Obligations are being issued pursuant to the terms of a Resolution of the City adopted July \_\_, 2014 (the “Local Obligation Resolution”). The Local Obligations will be registered in the name of the Trustee and will be pledged under the Trust Agreement to secure payment of the Bonds.

### **The City**

The City is located in California’s San Joaquin Valley, 78 miles east of the San Francisco Bay area, 345 miles north of Los Angeles and 45 miles south of Sacramento. The Stockton Metropolitan Statistical Area, which encompasses the entire County, covers approximately 1,400 square miles. The City is a municipal corporation and a charter city, duly organized and existing under the constitution and laws of the State. The City’s boundaries encompass 55.1 square miles. For more demographic and economic information regarding the City, See APPENDIX A – “GENERAL INFORMATION ABOUT THE COUNTY OF SAN JOAQUIN AND THE CITY OF STOCKTON.”

The Bonds are special, limited obligations of the Authority, payable from and secured by Revenues (as defined herein) of the Authority consisting primarily of payments received by the Authority from the City in connection with its ownership of the Local Obligations. Principal of and interest on the Local Obligations are payable exclusively from Reassessment receipts securing them. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS OR THE LOCAL OBLIGATIONS. THE LOCAL OBLIGATIONS AND INTEREST THEREON ARE NOT PAYABLE FROM THE GENERAL FUNDS OF THE CITY (INCLUDING THE CITY’S GENERAL FUND).

On June 28, 2012, the City filed a petition seeking relief under chapter 9 of the United States Bankruptcy Code (“chapter 9”) in the United States Bankruptcy Court for the Eastern District of California. The City believes that the filing of the petition under chapter 9 will not adversely impact the Local Obligations, and the City intends to continue to fully perform all of its obligations with respect thereto. See “CITY OF STOCKTON – Effect of City Chapter 9 Filing,”

### **Limited Scope of Official Statement**

There follows in this Official Statement descriptions of the Authority, the Bonds, the Trust Agreement, the City, the Local Obligations, the Local Obligation Resolution and certain other documents. 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. All statements herein with respect to such documents are qualified in their entirety by reference to each such document for the complete details of all of their respective terms and conditions. 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. Terms not defined herein shall have

the meanings set forth in the Trust Agreement. See APPENDIX B – SUMMARY OF PRINCIPAL DOCUMENTS.”

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 nor 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 Authority or the City since the date hereof.

All financial and other information presented in this Official Statement has been provided by the Authority and the City from their records, except for information expressly attributed to other sources. The presentation of information is intended to show recent historic information and is not intended to indicate future or continuing trends in the financial or other affairs of the owners, the Reassessment District, the Authority or the City. No representation is made that past experience, as it might be shown by such financial and other information, will necessarily continue or be repeated in the future.

### **PLAN OF REFUNDING**

The Bonds are being issued to (i) refund the outstanding principal amount of Prior Bonds and (ii) to establish a Reserve Fund for the Bonds. The Local Obligations are being issued concurrently with the issuance of the Bonds and will be purchased immediately upon issuance by the Authority using proceeds of the Bonds. The Local Obligations are being issued to refund the Prior Bonds. The Prior Bonds were issued to provide the City with money to finance the construction and acquisition of certain public improvements within the Reassessment District. Such improvements have been completed.

#### **Acquisition of the Local Obligations**

Proceeds of the Bonds will be used by the Authority (i) to purchase the Local Obligations, and (ii) to establish a reserve fund for the Bonds.

#### **Refunding of the Prior Bonds**

Proceeds of the Local Obligations will primarily be used to refund the Prior Bonds. On the date of issuance of the Local Obligations, a portion of the proceeds will be transferred to Wells Fargo Bank, National Association, as the Escrow Agent (the “Escrow Agent”) for the Prior Bonds for deposit into an Escrow Fund established for the Prior Bonds, under an Escrow Agreement dated as of August 1, 2014 by and between the City and the Escrow Agent. The amount deposited under the Escrow Agreement, together with other available moneys, will be invested in Government Obligations (as such are defined in the Escrow Agreement) and irrevocably pledged for the payment of the Prior Bonds on September 1 and September 2, 2014, as applicable.

The amounts held and invested by the Escrow Agent for the Prior Bonds in the Escrow Fund are pledged solely to the payment of amounts due and payable by the City under the Prior Bonds. Neither the funds deposited in the Escrow Fund for the Prior Bonds nor the interest on the invested funds will be available for the payment of debt service on the Local Obligations or the Bonds.

See “ESTIMATED SOURCES AND USES OF FUNDS” below. See also “MISCELLANEOUS – Verification of Mathematical Accuracy” below.

## THE BONDS

### Authority for Issuance

The Bonds are special, limited obligations of the Authority payable from and secured by payments made under the Local Obligations. The Local Obligations will be purchased by the Authority pursuant to the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, as amended from time to time (the “Marks-Roos Law”). The Bonds are being issued pursuant to the provisions of the Marks-Roos Law, a Resolution adopted by the Authority and the Trust Agreement. The Local Obligations will be registered in the name of the Trustee and will be pledged under the Trust Agreement to secure payment of the Bonds.

The Local Obligations are being issued pursuant to provisions of the 1984 Act, proceedings taken thereunder by the City and a resolution (the “Local Obligation Resolution”) adopted by the City Council and no additional bonds are contemplated under the Local Obligation Resolution.

### General

The Bonds will be dated the date of original delivery. The Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“DTC”), and will be available to ultimate purchasers in the denomination of \$5,000 and any integral multiple thereof, under the book-entry system maintained by DTC. So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners shall mean Cede & Co., and shall not mean the ultimate purchasers of the Bonds. Payments of the principal of, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co., by the Trustee, 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 herein. See APPENDIX C – “THE BOOK-ENTRY SYSTEM.”

The principal of and redemption premiums, if any, and interest on the Bonds shall be payable in lawful money of the United States of America. Interest is payable on \_\_\_\_ 2, 20\_\_, and semiannually thereafter on March 2 and September 2 each year (each, an “Interest Payment Date”). The Bonds shall bear interest from the date of original delivery. Payment of the interest on any Bond shall be made to the Person whose name appears on the Bond Register as the Owner thereof as of the Record Date, such interest to be paid by check mailed by first class mail on the Interest Payment Date to the Owner at the address which appears on the Bond Register as of the Record Date, for that purpose; except that in the case of an Owner of one million dollars (\$1,000,000) or more in aggregate principal amount of any of Bonds, upon written request of such Owner to the Trustee, in form satisfactory to the Trustee, received not later than the Record Date, such interest shall be paid on the Interest Payment Date in immediately available funds by wire transfer. The principal of and redemption premiums, if any, on the Bonds shall be payable at the Corporate Trust Office of the Trustee, upon presentation and surrender of such Bonds. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

### Redemption

*Extraordinary Redemption.* The Bonds are subject to extraordinary redemption as a whole or in part on any Interest Payment Date, and shall be redeemed by the Trustee, from moneys transferred from the Prepayment Account to the Redemption Fund pursuant to the Trust Agreement, and derived as a result of prepayments of Local Obligations, plus if applicable, amounts transferred from the Reserve Fund, as



hereinafter described, at a redemption price equal to the principal amount thereof, together with accrued interest to the redemption date, plus the following premium (expressed as a percentage of the principal amount) as follows:

<u>Redemption Date</u>	<u>Premium</u>
------------------------	----------------

Any extraordinary redemption of Bonds on or prior to September 2, 20\_\_, shall be applied on an inverse basis starting with the Bonds maturing on September 2, 20\_\_, followed by the Bonds maturing on September 2, 20\_\_, followed by the Bonds maturing on September 2, 20\_\_, followed by the Bonds maturing on September 2, 20\_\_, followed by the Bonds maturing on September 2, 20\_\_.

*Optional Redemption.* The Bonds maturing on or before September 2, 2024 shall not be subject to optional redemption. The Bonds maturing on or after September 2, 2025 are subject to optional redemption as a whole or in part on any date on or after September 2, 2024, at the option of the Authority from any moneys deposited in the Redemption Fund from any source for such purpose by the Authority, at a redemption price equal to the principal amount thereof, together with accrued interest, without premium.

*Mandatory Sinking Fund Redemption.* The Bonds maturing on September 2, 20\_\_ are subject to mandatory redemption at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on September 2 in the respective years as set forth in the following table.

<u>Sinking Fund Redemption Date (September 2)</u>	<u>Principal Amount To Be Redeemed</u>
---	--

*Redemption Instructions; Notice of Redemption.* In the event a portion, but not all, of the Outstanding Bonds are to be redeemed pursuant to extraordinary redemption or optional redemption, the Trustee shall select the amounts and maturities of Bonds for redemption in accordance with a Written Order of the Authority. Upon receipt of the Written Order of the Authority, the Trustee shall give notice of redemption of the Bonds (a "Notice of Redemption"), if in part stating the applicable CUSIP numbers, maturity dates and the portions of the principal amount thereof that have been called for redemption, or if all the Outstanding Bonds are to be redeemed, so stating. The notice shall further state (i) that such called Bonds will be due and payable on the date fixed for redemption upon surrender thereof to the Trustee at its Corporate Trust Office, (ii) at the redemption price, (iii) together with any accrued interest to such date, (iv) that all interest on the Bonds (or portions thereof) so to be redeemed will cease to accrue on and after such redemption date and (v) that from and after such redemption date such called Bond (or such portion thereof) shall no longer be entitled to any lien, benefit or security, and the Owner thereof shall have no rights in respect of such redeemed Bond or such portion except to receive payment from such money of such redemption price plus accrued interest to the date fixed for redemption. Each Notice of Redemption shall be mailed by first class mail at least thirty (30) but not more than sixty (60) days before

the date fixed for redemption, to the Owners of such Bonds (or portions thereof) called for redemption, at their respective addresses as the same shall last appear on the Bond Register. Each Owner may waive his, her or its rights to receive a Notice of Redemption pursuant to the Trust Agreement. Neither the failure of an Owner to receive a Notice of Redemption of Bonds nor any error in a Notice of Redemption shall affect the validity of the proceedings for the redemption of Bonds.

Any Notice of Redemption with respect to an optional redemption may be rescinded by written notice given by the Authority to the Trustee no later than two (2) Business Days prior to the date fixed for redemption. The Trustee shall give notice of such rescission as soon thereafter as practicable to the same parties and in the same manner as a Notice of Redemption was given.

*Selection of Bonds for Redemption.* Whenever less than all the Outstanding Bonds of any one maturity are to be redeemed on any one date, the Trustee shall select the particular Bonds to be redeemed by lot, and in selecting the Bonds for redemption the Trustee shall treat each Bond of a denomination of more than five thousand dollars (\$5,000) as representing that number of Bonds of five thousand dollars (\$5,000) denomination which is obtained by dividing the principal amount of such Bond by five thousand dollars (\$5,000), and the portion of any Bond of a denomination of more than five thousand dollars (\$5,000) to be redeemed shall be redeemed in an Authorized Denomination. The Trustee shall promptly notify the Authority in writing of the numbers of the Bonds so selected for redemption in whole or in part on such date.

*Payment of Redeemed Bonds.* If a Notice of Redemption has been given or waived, the Bonds (or portions thereof) called for redemption shall be due and payable on the date fixed for redemption at the redemption price thereof, together with accrued interest to the date fixed for redemption, upon presentation and surrender of the Bonds to be redeemed at the Corporate Trust Office of the Trustee specified in the Notice of Redemption. If there shall be called for redemption less than the full principal amount of a Bond, the Authority shall execute and deliver and the Trustee shall authenticate, upon surrender of such Bond, and without charge to the Owner thereof, Bonds of like interest rate and maturity in an aggregate principal amount equal to the unredeemed portion of the principal amount of the Bonds so surrendered in such Authorized Denominations as shall be specified by the Owner thereof.

If any Bond or any portion thereof shall have been duly called for redemption and payment of the redemption price, together with unpaid interest accrued to the date fixed for redemption, shall have been made or provided for by the Authority, then interest on such Bond or such portion shall cease to accrue from such date, and from and after such date such Bond or such portion shall no longer be entitled to any lien, benefit or security hereunder, and the Owner thereof shall have no rights in respect of such Bond or such portion except to receive payment of such redemption price, and unpaid interest accrued to the date fixed for redemption.

*Purchase in Lieu of Redemption.* In lieu of redemption of any Bond, amounts on deposit in the Proceeds Fund, the Principal Fund or in the Redemption Fund may also be used and withdrawn by the Trustee at any time prior to selection of Bonds for redemption having taken place with respect to such amounts, upon a Written Order for the purchase of such Bonds at public or private sale as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Fund) as the Authority may in its discretion determine, but not in excess of the redemption price thereof plus accrued interest to the purchase date. All Bonds so purchased will be delivered to the Trustee for cancellation.

**ESTIMATED SOURCES AND USES OF FUNDS**

The proceeds from the sale of the Bonds are estimated to be disbursed as set forth below. Costs of issuance, which includes legal fees, printing costs, rating agency fees, Underwriter's discount, and other miscellaneous expenses, will be paid from proceeds of the Local Obligations.

**Sources:**

- Principal Amount of Bonds
- Net Original Issue Premium
- Prior Reserve Funds
- Prior Redemption Funds

**Total Sources****Uses:**

- Refunding of Prior Bonds
- Deposit to Reserve Fund
- Costs of Issuance

**Total Uses**

The scheduled payment of principal and interest on the Bonds is calculated to be less than the aggregate principal and interest payments on the underlying Local Obligations, which will bear interest at a rate approximately 1% higher than the Bonds. The debt service schedule for the Bonds is shown below.

**Stockton Public Financing Authority**  
**Limited Obligation Revenue Bonds**  
**(Mosher Reassessment District 2014-1), Series 2014**  
**ANNUAL DEBT SERVICE**

<b>Year Ending (Sept 2)</b>	<b>Principal</b>	<b>Interest</b>	<b>Total Debt Service</b>
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
<b>Total:</b>			

The following table shows the debt service coverage for Bonds from Revenues derived from payments of principal and interest on the Local Obligations.

**Stockton Public Financing Authority**  
**Limited Obligation Revenue Bonds**  
**(Mosher Reassessment District 2014-1), Series 2014**  
**DEBT SERVICE COVERAGE**

<b>Year Ending (Sept 2)</b>	<b>Bonds Debt Service</b>	<b>Local Obligations Debt Service</b>	<b>Coverage From Local Obligations<sup>(1)</sup></b>	<b>Total Coverage</b>
2014				
2015				
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
Total				

<sup>(1)</sup> Coverage from Local Obligations is based on a 100 basis point interest rate spread between the Local Obligations and the Bonds.

<sup>(2)</sup> The initial amount to be deposited on September 2, 2014 from the surplus levy.

**SECURITY FOR THE BONDS AND SOURCES OF PAYMENT**

**Limited Obligation**

The Bonds are secured by a lien on and pledge of (i) Revenues, as hereinafter defined, (ii) amounts held by the Trustee in the Funds established pursuant to the Trust Agreement, except the Rebate Fund and (iii) the Local Obligations (collectively, the “Trust Estate”). Revenues (as more particularly defined below) consist primarily of payments made by the City on the Local Obligations. All obligations of the Authority under the Trust Agreement and the Bonds are special, limited obligations of the Authority, payable solely from and secured by the Trust Estate.

**The Bonds are special, limited obligations of the Authority, payable from the Trust Estate described in the Trust Agreement and secured as to the payment of the principal of and the redemption premiums, if any, and the interest on in accordance with their terms and the terms of the Trust Agreement, solely by the Trust Estate. The Bonds shall not constitute a charge against the general credit of the Authority or any of its members, and under no circumstances shall the**

**Authority be obligated to pay principal of or redemption premiums, if any, or interest on the Bonds except from the Trust Estate. Neither the State nor any public agency (other than the Authority) nor any member of the Authority is obligated to pay the principal of or redemption premiums, if any, or interest on the Bonds, and neither the faith and credit nor the taxing power of the State or any public agency thereof or any member of the Authority is pledged to the payment of the principal of or redemption premiums, if any, or interest on the Bonds. The payment of the principal of or redemption premiums, if any, or interest on, the Bonds does not constitute a debt, liability or obligation of the State or any public agency (other than the Authority) or any member of the Authority. The Local Obligations and interest thereon are not payable from the general funds of the City (including the City's General Fund).**

The Local Obligations are a limited obligation of the City payable from Revenues (as defined below) and secured by a lien on the parcels within the Reassessment District and the City has covenanted to institute foreclosure proceedings under certain conditions to sell parcels with delinquent installments for amounts sufficient to cover such delinquent installments in order to obtain funds to pay debt service on the Local Obligations. Scheduled payments under the Local Obligations are calculated to be sufficient to provide the Authority with money to pay the principal of, premium, if any, and interest on the Bonds when due. The City is not obligated to advance available surplus funds from the City treasury to cure any deficiency with respect to any Local Obligations, provided, however, the City is not prevented, in its sole discretion, from so advancing funds legally available for such purpose.

**The Local Obligations have been calculated and sized to provide annual revenues in an amount sufficient to pay debt service on the Bonds. All obligations of the City with respect to the Local Obligations are not general obligations of the City, but are limited obligations, payable solely from the Reassessments and the funds pledged therefor under the Local Obligation Resolution. Neither the faith and credit of the City nor of the State of California (the "State") or any political subdivision thereof is pledged to the payment of the Local Obligations. The Local Obligations and interest thereon are not payable from the general funds of the City (including the City's General Fund).**

## **Revenues**

The Bonds are secured by a lien on and pledge of Revenues made in the Trust Agreement. Under the Trust Agreement:

"Revenues" shall mean the Reassessment Revenues and all other amounts received by the Trustee, as the payment of interest or premiums on, or the equivalent thereof, and the payment or return of principal of, or the equivalent thereof, all Local Obligations whether as a result of scheduled payments of Reassessment installments or as a result of Reassessment Prepayments or as a result of remedial proceedings taken in the event of a default in either case thereon, and all investment earnings on any moneys held in the Funds established under the Trust Agreement, except the Rebate Fund.

"Reassessment Revenues" shall mean all moneys collected and received by the City on account of unpaid reassessment obligations, including amounts collected in the normal course via direct billing by the City, Reassessment Prepayments, and amounts received by the City as a result of superior court foreclosure proceedings brought to enforce payment of delinquent reassessments, but excluding therefrom any amounts explicitly included therein on account of collection charges, administrative cost charges, or attorneys' fees and costs paid as a result of foreclosure actions.

"Reassessment Prepayments" shall mean that portion of Revenues which are paid to the City by or on behalf of the owner of a parcel subject to the reassessment obligation to accomplish a pay-off of the

reassessment obligation pertaining to such parcel and the discharge of the reassessment lien respecting such parcel (except the portion thereof, if any, which represents accrued interest on the Local Assessment Obligations).

For more information on ownership of property and assessed valuation of property in the Reassessment District, see the tables and information above under the caption “REASSESSMENT DISTRICT.”

Under the Trust Agreement, all of the Revenues and the amounts in the Funds established by the Trust Agreement (except amounts in the Rebate Fund) are pledged by the Authority first to secure the payment of the principal of and interest on the Bonds, all in accordance with their terms and the provisions of the Trust Agreement. Said pledge constitutes a lien on and security interest in the Revenues upon the physical delivery thereof. In the Trust Agreement, the Authority transfers in trust and assigns to the Trustee, for the benefit of the Owners from time to time of the Bonds, all of the Revenues and all of the right, title and interest of the Authority in the Local Obligations. The Trustee shall be entitled to and shall collect and receive all of the Revenues, and any Revenues collected or received by the Authority shall be deemed to be held, and to have been collected or received, by the Authority and shall forthwith be paid by the Authority to the Trustee. The Trustee also is entitled to and may take all steps, actions and proceedings reasonably necessary in its judgment to enforce, either jointly with the Authority or separately, all of the rights of the Authority and all of the obligations of the City under and with respect to the Local Obligations.

All Revenues, other than Revenues derived from Reassessment Prepayments (which shall be deposited in the Prepayment Account and administered in accordance with the Trust Agreement), received by the Trustee shall be deposited by the Trustee into the Revenue Fund. Not later than each Interest Payment Date and Principal Payment Date on the Bonds, the Trustee shall transfer Revenues from the Revenue Fund, in the amounts specified in for deposit into the Principal Fund and Expense Fund, for deposit into the respective Funds as required under the Trust Agreement in the order of priority set forth therein, the requirements of each Fund to be fully satisfied, leaving no deficiencies therein, prior to any deposit into any Fund [later in] priority. Any amount remaining in the Revenue Fund after making such deposits shall be transferred to the City for deposit in the Local Obligation Redemption Fund.

## **Reserve Fund**

*Establishment of Reserve Fund.* A reserve fund (the “Reserve Fund”) for the Bonds is established by the Trust Agreement and held by the Trustee in trust for the benefit of the Authority and the Owners of the Bonds. The Reserve Fund will be initially funded from proceeds of the Bonds and is required to be maintained at the “Reserve Requirement” which is, as of any date of calculation, the lesser of (i) Maximum Annual Debt Service on the Bonds, (ii) 125% of Average Annual Debt Service, or (iii) 10% of the amount (within the meaning of Section 148 of the Code) of the Bonds; which amount shall be reduced in the event of an Extraordinary Redemption or Optional Redemption of the Bonds. The Reserve Requirement with respect to the Bonds as of their date of issuance is \$\_\_\_\_\_.

*Use of Reserve Fund.* Having first satisfied the requirements of the Trust Agreement requiring deposits into the Interest Fund and the Principal Fund, the Trustee shall next deposit in the Reserve Fund an amount of Revenues sufficient to sustain the Reserve Requirement.

Except as otherwise provided in the Trust Agreement, all amounts in the Reserve Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on or the principal or the redemption premiums, if any, of, the Bonds; but solely in the event that insufficient moneys are available in the Interest Fund, the Principal Fund or the Redemption Fund for such purpose.



THE AUTHORITY AND THE CITY HAVE NO OBLIGATION TO REPLENISH THE RESERVE FUND EXCEPT TO THE EXTENT THAT DELINQUENT ASSESSMENTS ARE PAID OR PROCEEDS FROM FORECLOSURE SALES ARE REALIZED.

### **Payment of the Local Obligations**

The Local Obligations are issued upon and are secured by the Reassessments levied against property in the Reassessment District, together with interest thereon and such unpaid Reassessments together with interest thereon constitute a trust fund for the redemption and payment of the principal of such Local Obligations and the interest thereon. The Local Obligations are secured by the moneys in the funds created pursuant to the applicable reassessment proceedings and by the Reassessments levied.

**Unpaid Reassessment do not constitute a personal indebtedness of the owners of the parcels within the Reassessment District and the owners of such parcels have made no commitment to pay the principal of or interest on the Local Obligations or the Bonds or to support payment of the Local Obligations or Bonds in any manner. In the event of delinquency, proceedings may be conducted only against the real property securing the delinquent Reassessments. Thus, the value of the real property within the Reassessment District is a critical factor in determining the investment quality of the Bonds. The unpaid Reassessments, are not required to be paid upon sale of property within the Reassessment District. There is no assurance the owners of parcels within the Reassessment District will be able to pay the Reassessments or that they will pay such installments even though financially able to do so.**

Revenues will be collected and transferred by the County to the City, which shall then remit them to the Trustee, in approximately equal semi-annual installments, together with interest on the declining balances, and are payable and become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do general taxes on real property in the Reassessment District. The properties upon which the assessments were levied are subject to the same provisions for sale and redemption as are properties for non-payment of general taxes.

Neither the faith and credit nor the taxing power of the City, the County, the State of California or any political subdivision thereof is pledged to the payment of the Local Obligations. The Local Obligations and interest thereon are not payable from the general funds of the City (including the City's General Fund).

### **Priority of Lien**

The Reassessment and each installment thereof and any interest and penalties thereon constitute a lien against the parcels on which they were imposed until the same are paid. Such lien is subordinate to all fixed special assessment liens previously imposed upon the same property, but has priority over all private liens and over all fixed special assessment liens which may thereafter be created against the property. Property in the Reassessment District is subject to other direct debt, as shown in the tables included herein under the caption "THE REASSESSMENT DISTRICT."

### **Limited Obligation Upon Delinquency**

ALL OBLIGATIONS OF THE AUTHORITY UNDER THE TRUST AGREEMENT AND THE BONDS ARE SPECIAL OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM AND SECURED BY THE TRUST ESTATE. THE LOCAL OBLIGATIONS ARE LIMITED OBLIGATIONS OF THE CITY PURSUANT TO THE 1984 ACT AND ARE PAYABLE SOLELY FROM AND ARE

SECURED SOLELY BY THE RELATED REASSESSMENTS AND THE AMOUNTS PAYABLE ON THE LOCAL OBLIGATIONS.

THE AUTHORITY AND THE CITY HAVE NO OBLIGATION TO ADVANCE MONEYS TO PAY BOND DEBT SERVICE IN THE EVENT OF DELINQUENT REASSESSMENT INSTALLMENTS. OWNERS OF BONDS SHOULD NOT RELY UPON THE AUTHORITY OR THE CITY TO ADVANCE MONEYS TO THE LOCAL OBLIGATION REDEMPTION FUND OR OTHER FUNDS, NOTWITHSTANDING THE FOREGOING, THE CITY MAY, AT ITS SOLE OPTION AND IN ITS SOLE DISCRETION ELECT TO ADVANCE AVAILABLE SURPLUS FUNDS OF THE CITY LEGALLY AVAILABLE THEREFOR TO PAY FOR ANY DELINQUENT INSTALLMENTS PENDING SALE, REINSTATEMENT, OR REDEMPTION OF ANY DELINQUENT PROPERTY.

THE LOCAL OBLIGATIONS AND INTEREST THEREON ARE NOT PAYABLE FROM THE GENERAL FUNDS OF THE CITY (INCLUDING THE CITY'S GENERAL FUND).

### **Collection of Reassessments**

Pursuant to the Act, installments of principal and interest sufficient to meet annual debt service on the Local Obligations are included on the regular county tax bills sent to owners of property against which there are unpaid Reassessments. These annual Reassessment installments are to be paid into the Local Obligation Redemption Fund established in connection with the issuance of the Local Obligations and transferred to Wells Fargo Bank, National Association, as paying agent for the Local Obligations, to be used to pay debt service on the Local Obligations as it becomes due. The Local Obligations will be registered in the name of the Trustee for the Bonds, who will use the amounts it receives as holder of the Local Obligations to pay principal and interest payments on such the Bonds as they become due, pursuant to the Trust Agreement.

The City has no obligation to advance funds with respect to the Local Obligations except to the extent that delinquent Reassessments are paid or proceeds from foreclosure sales are realized. The Local Obligations are limited obligations of the City payable from the Reassessments and the City has no obligation to advance funds to pay the Limited Obligations, except from the Reassessment Revenues. Likewise, the Bonds are a limited obligation of the Authority and the Authority has no obligation to advance funds to pay the Bonds, except from the Trust Estate as provided in the Trust Agreement, which is principally derived from payments received on the Local Obligations.

### **San Joaquin County Teeter Plan**

[The County and its subsidiary political subdivisions operate under the provisions of Sections 4701 through 4717, inclusive, of the Revenue and Taxation Code of the State of California, commonly referred to as the "Teeter Plan," with respect to property tax collection and disbursement procedures. These sections provide an alternative method of apportioning secured taxes whereby agencies levying taxes through the County tax roll may receive from the County 100% of their taxes at the time they are levied. The County treasury's cash position (from taxes) is insured by a special tax loss reserve fund, accumulated from delinquent penalties.

The Teeter Plan method of apportioning taxes extends to all assessments being collected on the County tax roll. Although a local agency currently receives the total levy for its special assessments, without regard to actual collections, the basic legal liability for assessment deficiencies at all times remains with the sponsoring agency and, therefore, the alternative method of tax apportionment only assists the agency in the current financing of the maturing debt service requirements. The Board of Supervisors may discontinue the procedures under the Teeter Plan altogether, or with respect to any tax or

assessment levying agency in the County, if the rate of secured tax and assessment delinquency in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured rolls for that agency.]

[The special assessment installments for the Reassessment District will be collected pursuant to the procedures described above. Thus, so long as the County maintains its policy of collecting assessments pursuant to said procedures and the City meets the Teeter Plan requirements, the City will receive 100% of the annual assessment installments levied without regard to actual collections in the District. In practice, however, the City is likely to remove delinquent assessment collection from the tax roll so as to pursue foreclosure proceedings and once the property is removed, Teeter Plan collection will no longer be applicable to such property. Further, there is no assurance that the County Board of Supervisors will maintain its policy of apportioning assessments pursuant to the aforementioned procedures.]

[The City has elected [not] to participate in the Teeter Plan, accordingly the revenue generated from the Reassessments will be the actual Reassessments collected.]

### **Covenant to Commence Superior Court Foreclosure on Reassessments**

The 1984 Act provides that in the event any Reassessment or installment thereof or any interest thereon is not paid when due, the City may order the institution of a court action to foreclose the lien of the unpaid Reassessment and acquire title to the parcel to which the delinquency relates. In such an action, the real property subject to the unpaid Reassessments may be sold at judicial foreclosure sale. This foreclosure sale procedure is not mandatory. However, the City has covenanted in the Local Obligation Resolution for the benefit of the Owners of the Bonds that it will order, and cause to be commenced, and thereafter diligently prosecute an action in the superior court to foreclose the lien of any Reassessment or installment thereof which has been billed, but has not been paid, pursuant to and as provided in sections 8830 and 8835, inclusive of the Bond Law and the conditions specified in the Local Obligation Resolution. The Chief Financial Officer shall notify legal counsel to the City of any such delinquency of which the Chief Financial Officer is aware, and such counsel shall commence, or cause to be commenced, such foreclosure proceedings, including collection actions preparatory to the filing of any complaint. The following conditions shall apply to the foreclosure proceedings which shall be commenced within 60 days of any of the following determinations which shall be made by the City not later than October 1 of each Fiscal Year, provided that the City may undertake foreclosure proceedings sooner than specified below:

(A) *Individual Delinquencies.* If the City determines that any single parcel subject to the Reassessment in the District is delinquent in the payment of Reassessments in the aggregate amount of \$3,000 or more, then the City shall send or cause to be sent a notice of delinquency (and a demand for immediate payment thereof) to the property owner within 60 days of such determination, and (if the delinquency remains uncured) foreclosure proceedings shall be commenced by the City within 120 days of such determination.

(B) *Aggregate Delinquencies.* If the City determines that the total amount of delinquent reassessment for the prior Fiscal Year for the entire Reassessment District, (including the total of delinquencies under subsection (A) above), if (1) the sum of uncured assessment delinquencies for the preceding fiscal year exceeds five percent (5%) of the assessment installments posted to the tax roll for that fiscal year or (2) there is an unscheduled draw on the reserve fund relating to the Bonds that causes such reserve fund to fall below the required reserve, the City shall notify or cause to be notified property owners who are then delinquent in the payment of reassessments (and demand immediate payment of the delinquency) within 60 days of such determination, and shall commence foreclosure proceedings within

120 days of such determination against each parcel of land in the Reassessment District with a reassessment delinquency.

The City Council has further covenanted in the Local Obligation Resolution for the benefit of the registered owners of the Local Obligations and the registered owners of the Bonds that it will monitor the records of the Auditor-Controller of San Joaquin County for the purpose of ascertaining the occurrence of any delinquency.

In California, the statutory right of redemption from such a judicial foreclosure sale provides that before notice of sale of the foreclosed parcel can be given following court judgment of foreclosure, a redemption period of 120 days must elapse. Furthermore, if the purchaser at the sale is the judgment creditor (here, the City) an action may be commenced by the delinquent property owner within six months after the date of sale to set aside such sale. The constitutionality of this statutory provision, which repealed a one-year redemption period effective in California until 1983, has not been tested and there can be no assurance that, if tested, such laws will be upheld. In the event such Superior Court foreclosure or foreclosures are necessary, there may be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale; it is also possible that no bid for the purchase of the applicable property would be received at the foreclosure sale. [See also “RISK FACTORS – Bankruptcy and Foreclosure” and “ – Availability of Funds to Pay Delinquent Reassessment Installments,” “ – Limited Obligation Upon Delinquency” and “ – Collection of the Reassessment” herein.]

### **No Additional Bonds**

The Trust Agreement does not permit the creation by the Authority or the City of any lien prior to or on a parity with the lien upon the Trust Estate, or which will affect the times, amounts and currency of payment of the principal of or the redemption premiums, if any, on or the interest on the Bonds, or which will affect the rights, duties or obligations of the Trustee, without the consent of the Trustee and the Owners affected thereby.

## **THE REASSESSMENT DISTRICT**

### **General Description**

In connection with the issuance of the Local Obligations and the Bonds, the City has undertaken proceedings to establish the City of Stockton, Mosher Reassessment District No. 2014-1 (the “Reassessment District” herein). The Local Obligations are being issued by the City on behalf of the Reassessment District to the Prior Bonds of the Prior Assessment District. The Bonds are being issued to acquire the Local Obligations.

The Prior Assessment District was comprised of contiguous and non-contiguous land partitioned into three areas designated as Areas, A, B and C located in the northeastern portion of the City. Area A straddles Holman Road and is bordered by Mosher Slough to the south and the Union Pacific Railroad to the west. Area B, the southernmost portion of the Reassessment District, lies between Holman Road to the west and State Highway 99 Frontage Road to the east. Marantha Drive, existing in a north/south direction, and Inspiration Drive, existing in an east/west direction, intersects and divides Area B into four similarly sized quadrants. Area C, adjacent to Area B to the south, straddles Morada Lane and is bordered by State Highway 99 Frontage Road to the east. Morada Lane provides immediate access to State Highway 99 just east of the Reassessment District.

The Reassessment District is comprised of 1,383 parcels (of which 1,372 are residential and 7 commercial or industrial and 4 are governmental per County Assessor records) encompassing approximately 341 acres in the City subject to the Reassessment for fiscal year 2013-14. The Reassessment District is 100% developed, consisting of approximately 91% of developed residential and 8% of developed commercial, with the remainder governmental. The Prior Assessment District was originally formed to finance a portion of certain infrastructure improvements of benefit the Prior Assessment District, consisting generally of street, water, sewer, and storm water drainage infrastructure improvements for the Prior Assessment District. The Improvements have been completed and are owned, operated, and maintained by the City.

Primary access to the property in the Reassessment District is provided via Holman Road, Morada Lane, and State Highway 99 Frontage Road, all of which are main roadways through the area. The Holman Road extension connects Hammer Lane with Morada Lane to the north. Both Morada Lane and Hammer Lane provide immediate access to State Highway 99 to the east. Hammer Lane also provides direct access to Interstate 5, approximately five miles west of the Reassessment District. Access within the properties via interior streets. Inspiration Drive and Marantha Drive, interior streets within Area B, and Salvatore Lane, an interior street within Area A, will provide access to the residential component. Morada Lane provides access to both portions (multifamily and commercial) of Area C.

The Reassessment District contains 341.13 gross acres of single-family residential, multifamily residential and commercial development. The area is fully developed and consists of 1,372 single-family residences, 7 commercial parcels and other parcels subject to the Reassessment. Areas A & B, the residential components of the Reassessment District, contain 182.05 and 122.20 acres, respectively. Area C abuts Highway 99 and is principally commercial with some multifamily uses. The northern portion of Area C, the commercial use component, contains 14.90 acres. The southern portion of Area C, includes multifamily residential development and contains 21.98 acres. The topography of the property in the Reassessment District is generally level. Reassessments range from approximately \$\_\_\_ to \$\_\_\_ per single-family residence.

The Reassessment Diagram is shown in APPENDIX F – “REASSESSMENT DISTRICT BOUNDARY MAP.”

### **The Reassessments**

Subject only to the provisions of the Local Obligation Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Local Obligation Resolution, all of the Reassessments (including prepayments thereof), together with interest and any penalties thereon, and any other amounts (including proceeds of the sale of the Local Obligations) held in any fund or account established pursuant to the Local Obligation Resolution are pledged by the City to secure the payment of the principal of, premium, if any, and interest on the Local Obligations in accordance with their terms, the provisions of the Local Obligation Resolution and the Act. Said pledge will constitute a first lien on such assets.

Pursuant to the Act, the Bonds are issued on the basis of findings by the City that (1) each estimated Reassessment Installment, is less than the corresponding annual installment of principal and interest on the portion of the original assessment or reassessment being superseded and supplanted, by the same percentage for each assessment or reassessment district within the Reassessment District, provided that any amount added to the annual installments on the reassessment due to a delinquency in payment on the original assessment or reassessment need not be considered in this calculation; (2) the number of years to maturity of the Bonds is not more than the number of years to the last maturity of the applicable Prior Bonds, and (3) the principal amount of the Reassessment on each subdivision of land within the

Reassessment District is less than the unpaid principal amount of the portion of the original assessment or reassessment within each previously formed assessment district and reassessment district relating to the Prior Bonds being superseded and supplanted by the same percentage for each subdivision of land within each previously formed assessment district and reassessment district relating to the Prior Bonds constituting a portion of the Reassessment District, provided that any amount added to a reassessment because of a delinquency in payment on the original assessment or reassessment need not be considered in this calculation. Under the Act, any reassessment so approved and confirmed shall not be deemed to be an assessment within the meaning of, and may be ordered without compliance with the procedural requirements of, Article XIID of the California Constitution. See “RISK FACTORS – Proposition 218.”

The City will comply with all requirements of the Act and the Local Obligation Resolution to assure the timely collection of the Reassessments, and interest thereon, including, without limitation, the enforcement of delinquent Reassessments. Any funds received by the City in and for the Reassessment District, including, but not limited to, collections of Reassessments (including prepayments thereof), and interest thereon, upon the secured tax rolls, collections of delinquent Reassessments and interest and penalties thereon, through foreclosure proceedings or otherwise, and collections of amounts for the Continuing Costs of the Bonds, will as soon as practicable be transmitted directly to the Fiscal Agent, without deduction, to be deposited into the funds and accounts under the Local Obligation Resolution. Pursuant to the Local Obligation Resolution, the Fiscal Agent will establish, maintain and hold in trust the Redemption Fund and the following accounts therein: the Prepayment Account and the Continuing Costs Account. In addition, the Fiscal Agent will establish, maintain and hold in trust the Reserve Fund. The Bonds are secured by the amounts held in such funds and accounts. Principal of and interest on the Bonds are payable exclusively out of the Redemption Fund.

Payments of the principal of, premium, if any, and interest on the Bonds are payable solely from the Reassessments and the other assets pledged therefor under the Local Obligation Resolution, together with interest and any penalties received with respect thereto, and any other amounts (including proceeds of the sale of the Bonds) held in any account established pursuant to the Local Obligation Resolution for the Bonds. Pursuant to the Local Obligation Resolution, the Fiscal Agent will establish, maintain and hold in trust a special fund designated the “Redemption Fund.” Except as otherwise provided in the Local Obligation Resolution, the Fiscal Agent will deposit in the Redemption Fund all Reassessments (other than prepayments thereof), together with interest and any penalties thereon, and any other amounts required to be deposited therein by the Local Obligation Resolution or the Act. Notwithstanding any other provision of the Local Obligation Resolution, the City is not obligated to advance available funds from the City treasury to cure any deficiency in the Redemption Fund. All obligations of the City under the Bonds are not general obligations of the City, but are limited obligations, payable solely from the Reassessments and the other assets pledged therefor under the Local Obligation Resolution. Neither the faith and credit nor the taxing power of the City or the State, or any political subdivision thereof, is pledged to the payment of the Bonds.

Under the Act, any reassessment so approved and confirmed shall not be deemed to be an assessment within the meaning of, and may be ordered without compliance with the procedural requirements of, Article XIID of the California Constitution. See “RISK FACTORS – Proposition 218.”

The amount of the Reassessment was calculated for each of the individual parcels of land securing the Prior Bonds and reduced proportionally among those parcels securing such Prior Bonds.

Payments of the principal of, premium, if any, and interest on the Local Obligations are payable solely from the Reassessments and the other assets pledged therefor under the Local Obligation Resolution, together with interest and any penalties received with respect thereto, and any other amounts (including proceeds of the sale of the Local Obligations) held in any account established pursuant to the



Local Obligation Resolution (except the Rebate Fund). Pursuant to the Local Obligation Resolution, the Paying Agent will establish, maintain and hold in trust a special fund designated the "Redemption Fund." Except as otherwise provided in the Local Obligation Resolution, the Paying Agent will deposit in the Redemption Fund all Reassessments (other than prepayments thereof), together with interest and any penalties thereon, and any other amounts required to be deposited therein by the Local Obligation Resolution or the Act. Notwithstanding any other provision of the Local Obligation Resolution, the City is not obligated to advance available funds from the City treasury to cure any deficiency in the Redemption Fund. All obligations of the City under the Local Obligations are not general obligations of the City, but are limited obligations, payable solely from the Reassessments and the other assets pledged therefor under the Local Obligation Resolution. Neither the faith and credit nor the taxing power of the City or the State, or any political subdivision thereof, is pledged to the payment of the Local Obligations.

### **Reassessment Installments**

The Reassessments and interest thereon, will be payable and be collected in the same manner at the same time and in the same installments as the general taxes on real property are payable, and have the same priority, become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property. The Reassessments, together with the interest thereon, will be payable in each year preceding the date of maturity of the Local Obligations in an amount sufficient, together with other amounts available therefor, to pay the principal of the Local Obligations, and interest thereon, when due.

All moneys collected by the City as administrative costs pertaining to administration of the reassessments and the Local Obligations shall also be deposited in the Expense Fund. All money in the Expense Fund shall be disbursed on such dates and in such amounts as are necessary to pay all costs of administering the reassessments and the Local Obligations (as provided under the Act), including all expenses incident to administering installments and prepayments collected on account of the unpaid reassessments, apportioning the reassessments if necessary in the event of division of any reassessment parcel, and all expenses incident to the calling, retiring or paying of the Local Obligations, and including, but not limited to, fees of bond counsel, underwriters, trustees, certified public accountants and rating agencies, continuing disclosure service providers, administrative expenses of the City, administrative expenses and charges of the Authority in connection with its administration of the City of Stockton, Mosher Reassessment District No. 2014-1 and the Bonds, and the charges of the Chief Financial Officer in connection with the Local Obligations and the Bonds.

On or before each Interest Payment Date, the Paying Agent will withdraw from the Redemption Fund for payment to the Owners of the Local Obligations the principal, if any, of and interest then due and payable on the Local Obligations. Five Business Days prior to each Interest Payment Date, the Paying Agent will determine if the amounts then on deposit in the Redemption Fund are sufficient to pay the principal, if any, of and interest due on the Local Obligations on such Interest Payment Date. In the event that amounts in the Redemption Fund are insufficient for such purpose, the Paying Agent, on or before such Interest Payment Date, will withdraw from the Reserve Fund to the extent of any funds therein the amount of such insufficiency, and will transfer any amounts so withdrawn to the Redemption Fund. Amounts so withdrawn from the Reserve Fund and deposited in the Redemption Fund will be applied to the payment of the Local Obligations. The City will not be obligated to advance available funds of the City to cure any deficiency which may occur in the Redemption Fund; provided, however, that said determination will not prevent the City, in its sole discretion, from so advancing funds.

Any Reassessment may be prepaid at any time by paying, in whole or part, the unpaid amount thereof less, if available, the amount, if any, transferred to the Redemption Fund from the Reserve Fund pursuant to the Local Obligation Resolution, together with the redemption premium, if any, set forth in



the Local Obligation Resolution and interest on such prepaid Reassessment (if not collected in a Reassessment installment) to the earliest redemption date for which notice of redemption may be given in accordance with the Local Obligation Resolution.

The Reassessment District is included in the County's Teeter Plan, which is an alternative method for the distribution of secured property taxes to local agencies. If the County's Teeter Plan is terminated (or if the County fails to make payments to the City when due under the Teeter Plan), the failure of any owners to pay Reassessment installments in a timely manner could result in the unavailability of money to pay the principal of or interest on the Local Obligations. See "San Joaquin County Teeter Plan" below.

### **Priority of Lien**

The Reassessments and each Reassessment installment and any interest and penalties thereon, constitute a lien against the respective parcels of assessable property within the Reassessment District until the same are paid. Such lien is subordinate to all fixed special assessment liens previously imposed upon the same property but has priority over all private liens and over all fixed special assessment liens which may thereafter be created against the property. Such lien is co-equal to and independent of the lien for general taxes and any lien imposed under the Mello-Roos Community Facilities Act of 1982, as amended. See "THE REASSESSMENT DISTRICT – Direct and Overlapping Debt" herein for a description of other special taxes or assessments secured by a lien on property within the Reassessment District.

### **Existing Liens**

Contained within the Reassessment District are numerous overlapping local agencies providing public services and having liens against the respective parcels of assessable property within the Reassessment District. See "THE REASSESSMENT DISTRICT – Direct and Overlapping Debt" herein. Among other liens, the assessable parcels of property in the Reassessment District are subject to an annual maintenance assessment levied by the City for street lighting, landscape and park maintenance.

### **Method of Reassessment**

At the time of formation of the Prior Assessment District, the estimated total amount of the Prior Assessment Bonds was apportioned among the parcels with unpaid assessments within the boundaries of the Prior Assessment District. The amount was distributed in proportion to the ratio of the unpaid balance on the original assessment for each individual parcel within the Prior Assessment District to the total unpaid balance on the original assessment of all of the parcels within the Prior Assessment District. The estimated amount of each original assessment, identified by assessment number, is shown in the assessment report prepared by the original assessment engineer, and is on file with the City.

The Reassessments replace the original assessments created at the time the Prior Assessment District was created. The 1913 Act does not define specific formulas for allocation of project costs among the parcels within the Prior Assessment District. The 1913 Act, however, requires each parcel to be assessed its share of the project costs in accordance with the benefit conferred on each parcel by construction of the Improvements. Assessment spread formulae are typically based on land area, actual or adjusted street frontage, utility service consumption, and traffic generation or a combination thereof. At the time of formation of the Prior Assessment District, the Engineer of Work appointed by the City provided the assessment spread formula for the Prior Assessment District. The assessment spread formula as originally set forth in the Engineer's Report for the Prior Assessment District provided for an assessment amount for each large lot parcel in the respective Prior Assessment District, which per-parcel amount was allocated to the subdivided lots in the Prior Assessment District as subdivision of the

property occurred. The formula for use in determining the portion of the original assessment within the Prior Assessment District allocable to each subdivided lot was based on the anticipated subdivision plans set forth in the tentative and final maps and other information available to the Engineer of Work from the City. The reassessment spread created in connection with the Reassessment District similarly allocates the total Reassessment among all properties in the Reassessment District, using a lesser amount as a result of the refunding of the Prior Bonds.

### **Ownership of Property**

Unpaid Reassessments do not constitute a personal indebtedness of the owners of the parcels within the Reassessment District and the owners have made no commitment to pay the principal of or interest on the Local Obligations or the Bonds or to support payment of the Local Obligations or the Bonds in any manner. There is no assurance that the owners have the ability to pay the Reassessment installments or that, even if they have the ability, they will choose to pay such installments. An owner may elect to not pay the Reassessments when due and cannot be legally compelled to do so. Neither the City nor any Owner of Bonds will have the ability at any time to seek payment from the owners of property within the Reassessment District of any Reassessment or any principal or interest due on the Bonds, or the ability to control who becomes a subsequent owner of any property within the Reassessment District.

Property in the Reassessment District is comprised principally of homes occupied by homeowners, with some supporting commercial or industrial development. The Prior Assessment District was originally formed to finance a portion of certain infrastructure improvements to support residential development, consisting generally of street, water, sewer, and storm water drainage infrastructure improvements for the Prior Assessment District, which Improvements are completed and owned, operated, and maintained by the City. Most of the developed property in the Reassessment District is completed single-family homes owned by individual homeowners.

For more information on ownership of property and assessed valuation of property in the Reassessment District, as part of the Reassessment District, see the tables and information above under the caption "REASSESSMENT DISTRICT."

### **Reassessment Proceedings**

The proceedings for the Reassessment District were conducted pursuant to the Act and a resolution adopted by the City Council on July 29, 2014. The City Council confirmed a total Reassessment in the Reassessment District of \$\_\_\_\_\_ on July 29, 2014 on the basis of the preliminary principal amount for the Bonds, and recorded such confirmed Reassessment. Willdan Financial Services, Anaheim, California (the "Reassessment Engineer"), prepared a written report, dated \_\_\_\_\_, 2014 (the "Engineer's Report"), which contains, among other things, the proposed Reassessment for each of the parcels in the Reassessment District. With respect to the Prior Assessment District described herein for which the City completed its proceedings for the levy of assessments after July 1, 1997, the City complied with the provisions of Section 4 of Article XIID. The total amount of the proposed Reassessments was based upon the Reassessment Engineer's estimated cost of redemption of the Prior Bonds and findings by the City that (1) each estimated Reassessment installment attributable to the Prior Assessment District, is less than the corresponding annual installment of principal and interest on the portion of the original assessment within such Prior Assessment District being superseded and supplanted, by the same percentage for each parcel within such Prior Assessment District, provided that any amount added to the annual installments on the Reassessment due to a delinquency in payment on the original assessment need not be considered in this calculation (which addition is not applicable to the Reassessment); (2) the number of years to maturity of the Bonds relating to a group of Prior Bonds is not

more than the number of years to the last maturity of the Prior Bonds, and (3) the principal amount of the Reassessment on each subdivision of land within the Reassessment District relating to the Prior Assessment District is less than the unpaid principal amount of the portion of the original assessment within such Prior Assessment District being superseded and supplanted by the same percentage for each subdivision of land within such Prior Assessment District, provided that any amount added to a Reassessment because of a delinquency in payment on an original assessment need not be considered in this calculation (which addition is not applicable to this Reassessment). The Reassessment Report will be updated to reflect an aggregate reassessment equal to the \$\_\_\_\_\_ principal amount of Bonds and filed with the City.

### **Assessment Proceedings**

The Prior Assessment District was established pursuant to provisions of the Municipal Improvement Act of 1913 (Division 12 of the California Streets and Highways Code) (the “Act”), the Bond Law, proceedings taken by the City pursuant to the provisions of Resolution No. 03-0349 adopted by the City Council of the City on June 24, 2003 and a Fiscal Agent Agreement dated as of September 1, 2003, between the City and Wells Fargo Bank, National Association, San Francisco, California. The assessment proceedings resulted in the levy of a total Assessment of \$18,210,000 against property within the Prior Assessment District; after issuance of the Prior Bonds, no additional bonds will be issued secured by the Assessments.

### **Valuation of Property in the Reassessment District**

The value of the land within the Reassessment District is a critical factor in determining the investment quality of the Bonds. If a property owner defaults in the payment of Reassessment installments, the City’s only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Reassessments. See “SECURITY FOR THE BONDS AND SOURCES OF PAYMENT – Covenant to Commence Superior Court Foreclosure on Reassessments” and “RISK FACTORS – Bankruptcy and Foreclosure.” Reductions in Reassessment 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 Reassessments.

In connection with valuing property in the Reassessment District, the City has obtained the 2013-14 County assessed valuation (the “Assessed Valuation”) of the property in the Reassessment District. As provided by Article XIII A of the California Constitution, county assessors’ assessed values are to reflect market value as of the date the property was last assessed (or 1975, whichever is more recent), increased by a maximum of 2% per year, subject to certain exceptions. Properties may be reassessed by the County only upon a change of at least 51% ownership of existing property or upon new construction. The assessed values of parcels in the Reassessment District thus reflect, for undeveloped parcels, the estimate of the County Assessor (the “Assessor”) of market value when acquired (or 1975, whichever is later), possibly increased by 2% per year, and for parcels on which construction has occurred since their date of acquisition, the Assessor’s estimate of market value as of the time of construction, possibly increased by 2% per year. The actual market value of parcels in the Reassessment District, if sold at foreclosure, may be higher or lower than the Assessor’s assessed values, depending upon the date of the Assessor’s most recent assessment. The actual fair market value of any parcel can often be more accurately established through an arms-length sale or an appraisal by an independent appraiser. The City has not undertaken an independent appraisal of any parcel.

The Reassessment District is comprised of 1,383 parcels (of which 1,372 are residential and 7 commercial or industrial and 4 are governmental per County Assessor records) subject to a Reassessment

for fiscal year 2013-14. The aggregate 2013-14 County assessed valuation of property in the Reassessment District is \$323,341,494, as shown in the table below.

The following table sets forth the historical assessed valuation change for the property in Prior Assessment District 2008-09 for the past five fiscal years and the current fiscal year.

**City of Stockton  
Prior Assessment District 2003-02  
Historical Assessed Valuation Change**

<b>Fiscal Year</b>	<b>Assessed Value</b>	<b>Annual Change (%)</b>
<b>2007-08</b>	<b>\$605,565,908</b>	
2008-09	492,396,509	-18.7%
2009-10	375,236,567	-23.8
2010-11	336,079,549	-10.4
2011-12	312,894,070	-6.9
2012-13	313,693,680	0.3
2013-14	323,341,494	3.1

<sup>(1)</sup> Source: Fiscal Years 2009 - 2014 assessed values from Fiscal Years 2009 - 2014 Annual Reports for the Prior Assessment District. Fiscal Year 2014 assessed value from San Joaquin County Assessor's Office as of January 2014.

**Value to Lien Ratios**

The following table shows summary value to lien ratios by land use as of \_\_\_\_\_. For more information on ownership of property and assessed valuation of property in the Reassessment District.

**City of Stockton**  
**Prior Assessment District 2003-02**  
**Value to Lien Ratio Summary by Land Use**

<b>Land Use</b>	<b>Number of Parcels</b>	<b>Assessed Land</b>	<b>Assessed Structure</b>	<b>Total Assessed Value</b>	<b>Reassessment</b>	<b>Overlapping Debt</b>	<b>Value to Lien Ratio <sup>(1)</sup></b>	<b>Value to Lien &amp; Overlapping Debt Ratio</b>
Residential	1,372	\$85,237,019	\$211,864,552	\$297,101,571	\$12,936,648	\$5,194,807	22.97	16.39
Commercial	7	9,036,509	17,089,397	26,125,906	1,116,898	456,910	23.39	16.60
Governmental	4	114,017	0	114,017	106,454	1,994	1.07	1.05
<b>Totals</b>	<b>1,383</b>	<b>\$94,387,545</b>	<b>\$228,953,949</b>	<b>\$323,341,494</b>	<b>\$14,160,000</b>	<b>\$5,653,711</b>	<b>22.83</b>	<b>16.32</b>

<sup>(1)</sup> Value to Lien Ratio does not include overlapping debt.

Source: San Joaquin County Fiscal Year 2013-14 Secured Property Roll, as compiled by Willdan Financial Services.

The definition of developed is those properties which include both land and structure value per 2013-14 assessed values. The following table shows value to lien distribution by range and value to lien ratios by Prior Assessment District as of \_\_\_\_\_. Additional summary information by Prior Assessment District is included in this Official Statement.

**City of Stockton**  
**Prior Assessment District 2003-02**  
**Value to Lien Ratios by Prior Assessment District**

<u>Value to Debt</u>	<u>Number of Parcels</u>	<u>Land Value</u>	<u>Structure Value</u>	<u>Total Value</u>	<u>Overlapping Debt</u>	<u>Reassessment</u>	<u>Percent of Reassessment</u>
20:1 to 29.99:1	179	\$16,292,452	\$ 39,315,608	\$ 56,608,060	\$ 870,465	\$ 1,496,973	10.57%
10:1 to 19.99:1	1,194	75,868,716	189,638,341	265,507,057	4,742,109	12,252,888	88.53
5:1 to 9.99:1	4	1,270,457	0	1,270,457	22,425	133,151	0.94
Less than 4.99:1	6	955,920	0	955,920	18,712	276,988	1.96
<b>Total</b>	<b>1,383</b>	<b>\$94,387,545</b>	<b>\$228,953,949</b>	<b>\$323,341,494</b>	<b>\$5,653,711</b>	<b>\$14,160,000</b>	<b>100.00%</b>

Source: San Joaquin County Fiscal year 2013-14 Secured Property Roll, as compiled by Willdan Financial Services.



The following table is a representative sample of tax rates for Fiscal Year 2013-14.

**City of Stockton  
Prior Assessment District 2003-02  
2013-14 Sample Tax Rates**

<b>APN</b>	<b>Land Use</b>	<b>Assessed Valuation</b>	<b>Total Tax</b>	<b>Tax Rate</b>
122-080-040-000		\$283,000	\$3,481	1.23%
122-080-460-000		245,000	3,603	1.47
122-100-320-000		284,000	4,015	1.41
126-260-780-000		192,000	3,246	1.69
124-100-170-000		264,180	4,058	1.54
124-350-270-000		193,800	3,299	1.70

Source: San Joaquin County Fiscal Year 2013-14 Secured Property Roll, as compiled by Willdan Financial Services.

The following table shows the top ten payers of the Assessments of Prior Assessment District 2003-02 as of \_\_\_\_\_, 20\_\_\_\_. The only taxpayer expected to be responsible for more than 1.0% of the Reassessments is ROIC California LLC (a \_\_\_\_\_), which owns parcels which account for 7.55% of the total Reassessments.

**City of Stockton  
Prior Assessment District 2003-02  
Top 10 Taxpayers by Reassessment Amount**

<b>Owner</b>	<b>Number of Parcels</b>	<b>Reassessment Amount</b>	<b>Percent of Total</b>
ROIC California LLC	6	\$ 1,069,432	7.55%
Legacy Park Apartment Assoc. LLC	2	124,045	0.88
Morada Crossing Apartment Assoc. LLC	3	91,489	0.65
Lodi Unified School District	1	79,136	0.56
Cheema, Jasibir S & Tarenjit Kaur	1	47,466	0.34
Larkins, Joseph & Olivia Trust	4	39,893	0.28
Joe T. Heskett Family LP	4	29,682	0.21
Ajmal, Abid & Amra	2	20,119	0.14
Le, Julie	2	20,119	0.14
Martinez, Leonel P & Patricia E	2	20,115	0.14
Remaining Property Owners	1,356	12,618,504	89.11
<b>Totals</b>	<b>1,383</b>	<b>\$14,160,000</b>	<b>100.00%</b>

Source: San Joaquin County Fiscal Year 2013-14 Secured Property Roll, as compiled by Willdan Financial Services.

**Direct and Overlapping Debt**

Set forth below is a schedule of direct and overlapping debt as of May 1, 2014 for the Prior Assessment District prepared by California Municipal Statistics Inc. The table is included for general information purposes only. The City has not reviewed this table for completeness or accuracy and makes no representations in connection therewith.

The first column in the table names each public agency which has outstanding debt as of May 1, 2014, and whose territory overlaps the Prior Assessment District in whole or in part. The second column shows the percentage of each overlapping agency's assessed value located within the boundaries of the Prior Assessment District. This percentage, multiplied by the total outstanding debt of each overlapping agency (which is not shown in the table) produces the amount shown in the third column, which is the apportionment of each overlapping agency's outstanding debt to taxable property in the Prior Assessment District.

The table generally includes long-term obligations sold in the public credit markets by the public agencies listed. Such long-term obligations generally are not payable from revenues of the City or the Reassessment District (except as indicated) nor are they necessarily obligations secured by land within the City or the Reassessment District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

The City has created a landscape and lighting assessment district which imposes a lien on property in the Reassessment District for a maximum annual assessment is \$\_\_\_\_\_ with an annual escalator of 3%. Other local agencies whose boundaries overlap those of the Reassessment District could, without the consent of the City and in certain cases without the consent of the owners of the land within the Reassessment District, impose additional taxes or assessment liens on the land within the Reassessment District. The purpose would be to finance additional regional or local public improvements or services. The lien created on the land within the Reassessment District through the levy of such additional taxes or assessments may be on a parity with the lien of the Reassessment.

**City of Stockton  
Assessment District 2003-02  
Direct and Overlapping Debt**

2013-14 Local Secured Assessed Valuation: \$323,341,494 (Land and Improvements)

<b><u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u></b>	<b><u>% Applicable</u></b>	<b><u>Debt 5/1/14</u></b>
San Joaquin Delta Community College District General Obligation Bonds	0.538%	\$ 635,357
Lodi Unified School District General Obligation Bonds	2.463	2,266,333
Lodi Unified School District SFID No. 1 General Obligation Bonds	6.518	2,752,020
<b>City of Stockton Assessment District No. 2003-02</b>	<b>100.000</b>	<b>15,245,931<sup>(1)</sup></b>
<b>TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT</b>		<b>\$20,899,641</b>
<b><u>OVERLAPPING GENERAL FUND DEBT:</u></b>		
San Joaquin County Certificates of Participation	0.593%	\$949,505
Lodi Unified School District Certificates of Participation	2.463	959,866
City of Stockton General Fund and Pension Obligations	1.893	4,697,114
<b>TOTAL OVERLAPPING GENERAL FUND DEBT</b>		<b>\$6,606,485</b>
<b>COMBINED TOTAL DEBT</b>		<b>\$27,506,126<sup>(2)</sup></b>

<sup>(1)</sup> Excludes the Bonds to be sold.

<sup>(2)</sup> Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Ratios to 2013-14 Assessed Valuation:

<b>Direct Debt (\$15,245,931)</b>	<b>4.72%</b>
Total Direct and Overlapping Tax and Assessment Debt	6.46%
Combined Total Debt	8.51%

Source: California Municipal Statistics Inc.

**Reassessment District Value to Lien Ratios**

The 2013-14 aggregate assessed valuation of the real property within the Reassessment District is \$323,341,494. In comparing the aggregate value of the real property within the Reassessment District and the principal amount of the Bonds, it should be noted that only the Assessor's parcel of real property upon which there is a delinquent Reassessment installments can be foreclosed upon. All of the real property within the Reassessment District cannot be foreclosed upon as a whole to pay delinquent Reassessment unless all of the property is subject to delinquent Reassessments. Individual parcels may be foreclosed upon to pay delinquent Reassessment levied against such parcels only.

The principal amount of the Local Obligations will not be allocated pro-rata among the parcels within the Reassessment District; rather, the annual Reassessment installments for the Reassessment District will be billed annually for each parcel within the Reassessment District. Upon sale of developed parcels, the buyer typically acquires the property subject to the unpaid portion of any special taxes and assessments levied against the parcel purchased. Special taxes and assessments (including reassessments) are not required to be removed from the property and are not required to be, but may be, paid off in full upon transfer of property or upon development of the property. The overlapping general obligation bond debt is not subject to foreclosure, and is typically not considered as part of the value to lien ratio. It is shown here primarily for information purposes and to be consistent with the rating report. The value to lien ratio for property subject to land secured debt is \_\_\_\_ times the aggregate principal amount of outstanding Reassessments, special taxes and other parity land-secured debt.

## Property Tax Status

The following table sets forth a history of collections and delinquencies in the payment of the assessments of the Prior Assessment District for the past \_\_\_\_ fiscal years.

### Historical Delinquency Data Assessment District 2003-02

Fiscal Year	Billed Amount	Delinquent Amount	Percentage Delinquent	Number of Parcels Billed	Number of Delinquent Parcels
2007-08 <sup>(1)</sup>	\$1,405,133	\$47,700	3.40%	1,380	64
2008-09 <sup>(2)</sup>	1,412,756	26,935	1.91	1,380	35
2009-10 <sup>(3)</sup>	1,418,136	39,125	2.76	1,380	42
2010-11 <sup>(4)</sup>	1,423,158	7,415	0.52	1,380	10
2011-12 <sup>(5)</sup>	1,388,357	8,896	0.64	1,380	11
2012-13 <sup>(6)</sup>	1,420,609	12,413	0.87	1,383	7
2013-14 <sup>(7)</sup>					

<sup>(1)</sup> Fiscal Year 2007-08 delinquency data per the City of Stockton as of November 2008.

<sup>(2)</sup> Fiscal Year 2008-09 delinquency data per the City of Stockton as of December 2009.

<sup>(3)</sup> Fiscal Year 2009-10 delinquency data per the City of Stockton as of December 2010.

<sup>(4)</sup> Fiscal Year 2010-11 delinquency data per the City of Stockton as of November 2011.

<sup>(5)</sup> Fiscal Year 2011-12 delinquency data per the City of Stockton as of October 2012.

<sup>(6)</sup> Fiscal Year 2012-13 delinquency data per the City of Stockton as of October 2013.

<sup>(7)</sup> Fiscal Year 2013-14 delinquency data represents \_\_\_\_\_ per the City of Stockton as of \_\_\_\_\_, 2014.

Source: Willdan Financial Services.

## CITY OF STOCKTON

### General

The City is located in California's San Joaquin Valley, 78 miles east of the San Francisco Bay area, 345 miles north of Los Angeles and 45 miles south of Sacramento. The Stockton Metropolitan Statistical Area, which encompasses the entire County, covers approximately 1,400 square miles. The City is a municipal corporation and a charter city, duly organized and existing under the constitution and laws of the State. The City's boundaries encompass 55.1 square miles.

For more demographic and economic information regarding the City, See APPENDIX A – "GENERAL INFORMATION ABOUT THE COUNTY OF SAN JOAQUIN AND THE CITY OF STOCKTON."

### Effect of City Chapter 9 Filing

Over two years ago, the City commenced a confidential neutral evaluation process under the provisions of California Government Code Section 53760.3 and following ("AB 506") to attempt to negotiate with its major creditors in order to avoid the necessity of the filing by the City of a petition with the United States Bankruptcy Court under chapter 9 of the United States Bankruptcy Code ("chapter 9"). As described in the Material Event Notice filed by the City on May 30, 2012, on June 5, 2012, the City Council of the City of Stockton authorized the filing of a petition under chapter 9 in the event that the AB 506 process did not result in negotiated settlement with the City's creditors that would allow the City to adopt a balanced budget for Fiscal Year 2012-13 prior to July 1, 2012 as required by law.

As described in the Material Event notice filed by the City on June 20, 2012, on June 26, 2012, the City Council considered and adopted a 2012-13 Budget and Pendency Plan. On June 26, 2012, the City Manager made the determination as authorized by the City Council that the City was unable to reach sufficient negotiated settlements with its creditors to avoid insolvency for Fiscal Year 2012-13 and adopt a balanced budget without breaching many of its contractual obligations, and instructed its attorneys to file a petition under chapter 9.

On June 28, 2012, the City filed a petition seeking relief under chapter 9 in the United States Bankruptcy Court for the Eastern District of California (the “Bankruptcy Court”). The City believes that the filing of the petition under chapter 9 will not adversely impact the Local Obligations or the Bonds, and the City intends to continue to fully perform all of its obligations with respect Local Obligations.

Under the United States Bankruptcy Code, the City’s assessment bonds are considered to be “special revenues” debt, and the pledge of and lien on the special revenues for these securities will remain in effect to secure those obligations. Accordingly, the City’s position, which the City believes is supported by the decisions of both the Bankruptcy Court and the United States Bankruptcy Appellate Panel of the Ninth Circuit in the City of Vallejo chapter 9 case, and has not been challenged by creditors of the City’s general fund, is that the City’s filing of the petition under chapter 9 will not adversely affect the pledge of and lien on the Reassessments for the Local Obligations and will not have any adverse effect on the timely payment of debt service on the Local Obligations. As of the date of this Official Statement, no filing has been made in the City’s chapter 9 case seeking to impair the pledge of and lien on the assessments for the Prior Bonds or the Reassessments for the Local Obligations.

On October 10, 2013, the City filed its Plan for the Adjustment of Debts of the City of Stockton, California (October 10, 2013) (the “Plan”) with the Bankruptcy Court along with a proposed disclosure statement (the “Disclosure Statement”). The Plan treats the Local Obligations, as well as all other enterprise, special tax and special assessment obligations of the City, as unimpaired -- meaning that the legal, equitable, and contractual rights to which the holders of the Local Obligations and the holders of such other obligations are entitled are not being altered by the Plan. On November 15, 2013, the City filed its First Amended Plan for the Adjustment of Debts of the City of Stockton, California (November 15, 2013) (“Amended Plan”) and a proposed disclosure statement. The Amended Plan continues to treat the Local Obligations and all other enterprise, special tax and special assessment obligations as unimpaired. At a hearing conducted on November 18, 2013, the Bankruptcy Court approved the amended disclosure statement, subject to the City making a few minor changes. On or before December 13, 2013, the Amended Plan and the related disclosure statement will be sent to creditors and those with claims that are impaired under the Amended Plan who are entitled to vote on it. As the holders of the Local Obligations or the Bonds are not impaired by the Amended Plan, they will not be entitled to vote on it. The Plan will be considered for confirmation by the Bankruptcy Court at a hearing scheduled to commence on March 5, 2014. Because the chapter 9 case was not resolved prior to the end of the Fiscal Year 2012-13 (June 30, 2013), the City adopted its 2013-14 budget based on the Pendency Plan then in effect.

It is likely that the Amended Plan will be amended again prior to being confirmed by the Bankruptcy Court; however, only the City may propose any amendment, and neither the creditors nor the Bankruptcy Court can impose any amendment. The City does not believe it could legally approve any amendment that would impair the rights of the holders of the Local Obligations or any other enterprise, special tax or special assessment obligations of the City. It is possible that the Bankruptcy Court could refuse to confirm the Plan either as presented or as amended, in which case the Bankruptcy Court could extend the time period to file a plan or dismiss the chapter 9 case. In the event the chapter 9 case is dismissed, the rights and remedies of the City’s creditors, including holders of the Local Obligations or the Bonds, would be governed by State law.

During the chapter 9 case, the City has not made and the Amended Plan contemplates that the City will not make payments on certain of its general fund obligations consisting of pension obligation bonds and leases supporting lease revenue bonds issued by the [Authority]. This has resulted in both the City and the [Authority] being in default on such obligations, which default may continue in the future. However, neither the City nor the [Authority] has defaulted on any payment with respect to any special fund obligations, including the Local Obligations, other obligations payable from the revenues of the Water System, obligations payable from the revenues of the City's Wastewater System and land secured obligations such as the Prior Bonds.

Whatever the outcome of the present chapter 9 case, there can be no assurance that the City will not become the subject of another chapter 9 case during the remaining term of the Local Obligations or the Bonds. However, under current bankruptcy law the City believes such a future chapter 9 case would not result in any impairment of the rights of the holders of the Local Obligations or, by extension, the Bonds.

### **Zoning**

All of the properties in the Reassessment District are located within the City and approximately 1,372 of the 1,383 parcels in the Reassessment District are zoned as residential. Additional uses are 7 commercial or industrial and 4 are governmental uses per County Assessor records, which are site specific and are generally of the type typically found in large master planned communities.

### **Flood Zones**

The majority of the property within the Reassessment District is located in areas designated as Flood Zone C. The area is described as areas of minimal flooding. Properties located in this zone are not required to purchase flood insurance.

## **RISK FACTORS**

*The following information should be considered by prospective investors in evaluating the Bonds. However, the following does not purport to be an exhaustive listing of risks and other considerations which may be relevant to investing in the Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks.*

### **General**

Under the provisions of the 1984 Act, Reassessment installments, from which funds for the payment of annual installments of principal of and interest on the Local Obligations are derived, will be billed to properties against which there are Reassessments on the regular property tax bills sent to owners of such properties. Such Reassessment installments are due and payable, and bear the same penalties and interest for non-payment, as do regular property tax installments. Scheduled Reassessment installments are in aggregate amounts sufficient for payment of the Local Obligations. A property owner cannot pay the county tax collector less than the full amount due on the tax bill, however it is possible to pay Reassessment installments directly to the City in satisfaction of the obligation to pay that Reassessment installments without paying property taxes also then due. It should also be noted that the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Reassessment installments payments in the future.

In order to pay debt service on the Bonds, it is necessary that unpaid Reassessment installments on land within the Reassessment District are paid in a timely manner. The Reassessment are secured by a lien on the parcels within the Reassessment District and the City has covenanted to institute foreclosure proceedings under certain conditions to sell parcels with delinquent installments for amounts sufficient to cover such delinquent installments in order to obtain funds to pay debt service on the Local Obligations. No reserve account has been established by the City as a source of payment of the Local Obligations.

Failure by owners of the parcels to pay Reassessment installments when due, depletion of the Reserve Fund, delay in foreclosure proceedings, or the inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent Reassessment installments levied against such parcels may result in the inability of the City to make full or punctual payments of debt service on the Local Obligations and owners of the Bonds would therefore be adversely affected.

### **Risks of Real Estate Secured Investments Generally**

The Owners and Beneficial Owners of the Bonds will be subject to the risks generally incident to an investment secured by real estate, including, without limitation, (a) adverse changes in local market conditions, such as changes in the market value of real property in the vicinity of the Reassessment District, the supply of or demand for competitive properties in such area, and the market value of competitive properties in the event of sale or foreclosure, (b) changes in real estate tax rates and other operating expenses, governmental rules (including, without limitation, zoning laws and laws relating to endangered species and hazardous materials) and fiscal policies, and (c) natural disasters (including, without limitation, earthquakes, fires, droughts and floods), which may result in uninsured losses.

### **Owners Not Obligated to Pay Bonds or Reassessments**

Unpaid Reassessments do not constitute a personal indebtedness of the owners of the parcels within the Reassessment District and the owners have made no commitment to pay the principal of or interest on the Local Obligations or the Bonds or to support payment of the Local Obligations or the Bonds in any manner. Accordingly, in the event of delinquency, proceedings may be conducted only against the real property securing the delinquent Reassessments. Thus, the value of the real property within the Reassessment District is a critical factor in determining the investment quality of the Bonds. The future unpaid Reassessments are not required to be paid upon sale of property within the Reassessment District. There is no assurance the owners shall be able to pay the Reassessment installments or that they shall pay such installments even though financially able to do so.

### **Bankruptcy and Foreclosure**

The payment of Reassessments and the ability of the City to foreclose the lien of a delinquent unpaid Reassessments, as discussed in “SECURITY FOR THE BONDS AND SOURCES OF PAYMENT – Covenant to Commence Superior Court Foreclosure,” may be limited by bankruptcy, insolvency, or other laws generally affecting creditors’ rights or by State law relating to judicial foreclosure. In addition, the prosecution of a foreclosure could be delayed due to lengthy local court calendars or procedural delays.

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, reorganization, insolvency or other similar laws affecting the rights of creditors generally.



Although bankruptcy proceedings should not cause the Reassessments to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings and could result in delinquent Reassessments not being paid in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Local Obligations and the Bonds.

### **Availability of Funds to Pay Delinquent Reassessment Installments**

Upon receipt of the proceeds from the sale of the Bonds, the Authority shall initially establish the Reserve Fund in an amount of the “Reserve Requirement,” described herein. The Reserve Requirement in the Reserve Fund shall constitute a trust fund for the benefit of the Owners of the Bonds, shall be held by the Trustee, and shall be administered by the Trustee in accordance with and pursuant to the provisions of the Trust Agreement. If a deficiency occurs in the Interest Fund or the Principal Fund for payment of interest on or principal of the Bonds, the Trustee will transfer into such funds an amount out of the Reserve Fund needed to pay debt service on the Bonds. There is no assurance that the balance in the Reserve Fund will always be adequate to pay the debt service on the Bonds in the event of delinquent Reassessment installments.

If, during the period of delinquency, there are insufficient funds in the Reserve Fund to pay the principal of and interest on the Bonds as it becomes due, a delay may occur in payments of principal and/or interest to the owners of the Bonds.

### **Limited Obligation Upon Delinquency**

The Authority’s obligation to advance moneys to pay debt service on the Bonds in the event of delinquent Reassessment installments shall not exceed the balance in the Reserve Fund. The City has made an election not to be obligated to advance funds of the City for delinquent Reassessment installments pursuant to the 1984 Act. During the period of delinquency if there are insufficient funds in the Reserve Fund, a delay may occur in payments to Owners of Bonds. Notwithstanding the foregoing, the City may, at its sole option and at its sole discretion, elect to advance available surplus funds of the City to pay for any delinquent Reassessment installments pending sale, reinstatement or redemption of any delinquent property. The City currently has no intention to advance any such surplus funds. THE LOCAL OBLIGATIONS AND INTEREST THEREON ARE NOT PAYABLE FROM THE GENERAL FUNDS OF THE CITY (INCLUDING THE CITY’S GENERAL FUND).

### **Collection of the Reassessment**

In order to pay debt service on the Bonds it is necessary that the Reassessment installments be paid in a timely manner. The Reassessment installments are to be collected in the same manner as ordinary *ad valorem* real property taxes are collected and, except as provided in the special covenant for foreclosure described herein and in the 1984 Act, is to be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for *ad valorem* real property taxes. Pursuant to these procedures, if taxes are unpaid for a period of five years or more, the property may be deeded to the State and then is subject to sale by the County.

Pursuant to the 1984 Act, in the event any delinquency in the payment of a Reassessment installment occurs, the City may commence an action in superior court to foreclose the lien therefor within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at judicial foreclosure sale. Such judicial foreclosure action is not mandatory. Amendments to the 1984 Act enacted in 1988 and effective January 1, 1989 provide that under certain circumstances property may be sold upon foreclosure at a lesser Minimum Price or without a Minimum Price. “Minimum Price” as

used in the 1984 Act is the amount equal to the delinquent installments of principal or interest of the Reassessment or Reassessment installments, together with all interest penalties, costs, fees, charges and other amounts more fully detailed in the 1984 Act. The court may authorize a sale at less than the Minimum Price if the court determines that sale at less than the Minimum Price will not result in an ultimate loss to the owners of Bonds or, under certain circumstances, if owners of 75% or more of the outstanding Bonds consent to such sale. However, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid a delay in payments of debt service on the Bonds. The City has covenanted for the benefit of the owners of the Bonds that no later than October 1 in any year, the City shall file an action in the Superior Court to foreclose the lien on each delinquent Reassessment if (1) the sum of uncured Reassessment delinquencies for the preceding fiscal year exceeds five percent (5%) of the Reassessment installments posted to the tax roll for that fiscal year or (2) there is an unscheduled draw on the reserve fund relating to the Bonds that causes such reserve fund to fall below the required reserve. The City has further covenanted with the registered owners of the Local Obligations that it will monitor the records of the Auditor-Controller of San Joaquin County for the purpose of ascertaining the occurrence of any delinquency. See “SECURITY FOR THE BONDS AND SOURCES OF PAYMENT – Covenant to Commence Superior Court Foreclosure” above. In the event that 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 other sources of payment for the Bonds, as set forth in the Trust Agreement, are depleted. See “RISK FACTORS – Bankruptcy and Foreclosure” herein.

### **Property Values**

A land value determined by a county assessor or an appraiser is an opinion with respect to the market value, and is generally based upon a sales comparison approach, which determines the value of the subject property by comparing it to sales of comparable property, adjusted for differences between the subject and the comparable property. No assurance can be given that if a parcel with delinquent Reassessment installments is foreclosed, any bid will be received for such property or, if a bid is received, that such bid will be equal to the value determined by the county assessor or an appraiser, or that it will be sufficient to pay delinquent installments of unpaid Reassessments. The City and the Authority have not caused any property in the Reassessment District to be appraised in connection with the issuance of the Local Obligations and the Bonds.

### **Parity Taxes and Special Assessments**

The Reassessment and each installment thereof and any interest and penalties thereon constitute a lien against the parcels on which they were imposed until the same are paid. Such lien is subordinate to all fixed special assessment liens previously imposed upon the same property, but has priority over all private liens and over all fixed special assessment liens which may thereafter be created against the property.

Property in the Reassessment District is subject to other liens for taxes and assessments as summarized in the overlapping debt table shown in the section “THE REASSESSMENT DISTRICT” above.

### **Payments by FDIC and Other Governmental Agencies**

The City’s ability to enforce the lien of a Reassessment Installment and to foreclose the lien of a delinquent Reassessment Installment, is limited with regard to properties in which the Internal Revenue Service, the Drug Enforcement Agency, Federal Deposit Insurance Corporation (the “FDIC”) or other similar federal government agencies has or obtains an interest.

Specifically with respect to the FDIC, in the event that any financial institution making a loan which is secured by a parcel is taken over by the FDIC and the applicable Reassessment Installment is not paid, the remedies available to the City may be constrained. The FDIC's December 10, 1996 Policy Statement regarding the payment of state and local real property taxes (the "Policy Statement") provides that taxes other than *ad valorem* taxes which are secured by a valid lien in effect before the FDIC acquired an interest in a property will be paid unless the FDIC determines that abandonment of its interests is appropriate. The Policy Statement provides that the FDIC generally will not pay installments of non-*ad valorem* taxes, such as the Reassessment Installments, which are levied after the time the FDIC acquires its fee interest, nor will the FDIC recognize the validity of any lien to secure payment except in certain cases where the Resolution Trust Corporation had an interest in property on or prior to December 31, 1995. Moreover, the Policy Statement provides that, with respect to parcels on which the FDIC holds a mortgage lien, the FDIC will not permit its lien to be foreclosed upon by a taxing authority without its specific consent, nor will the FDIC pay or recognize liens for any penalties, fines or similar claims imposed for the non-payment of taxes or assessments. With respect to property in California owned by the FDIC on January 9, 1997 and that was owned by the Resolution Trust Corporation ("RTC") on December 31, 1995, or that became the property of the FDIC through foreclosure of a security interest held by the RTC on that date, the FDIC will continue the RTC's prior practice of paying special taxes imposed pursuant to the Act if the taxes were imposed prior to the RTC's acquisition of an interest in the property. All other special taxes may be challenged by the FDIC.

The City's remedies may also be limited in the case of delinquent Reassessments with respect to parcels in which other federal agencies (such as the Internal Revenue Service and the Drug Enforcement Administration) have or obtain an interest.

The City is unable to predict what effect the FDIC's application of the Policy Statement would have in the event of a delinquency on a parcel within the City in which the FDIC has an interest, although prohibiting the lien of the FDIC to be foreclosed at a judicial foreclosure sale would reduce or eliminate the persons willing to purchase a parcel at a foreclosure sale. Owners and Beneficial Owners of the Bonds should assume that the City will be unable to foreclose on any parcel owned by the FDIC. [According to County records, as of January 1, 2014, no property in the City was owned by the FDIC.]

### **Cumulative Burden of Parity Taxes, Special Assessments**

The Reassessment constitute a lien against the parcels of land on which they have been levied. Such lien is on a parity with all special taxes levied by other agencies and is co-equal to and independent of the lien for *ad valorem* property taxes, regardless of when they are imposed upon the same property.

The City does not have control over the ability of other entities to issue indebtedness secured by *ad valorem* taxes, special taxes or assessments payable from all or a portion of the property within the Reassessment District. In addition, the owners of property within the Reassessment District may, without the consent or knowledge of the City, petition other public agencies to issue public indebtedness secured by *ad valorem* taxes, special taxes or assessments. Any such special taxes may have a lien on such property on a parity with the lien of the Reassessments. See "SECURITY FOR THE BONDS – Direct and Overlapping Debt."

### **Future Overlapping Indebtedness**

The ability of an owner of land within the Reassessment District to pay the Reassessments could be affected by the existence of other taxes and assessments imposed upon the property subsequent to the date of issuance of the Local Obligations. In addition, other public agencies whose boundaries overlap those of the Reassessment District could, without the consent of the City, and in certain cases without the

consent of the owners of the land within the Reassessment District, as applicable, impose additional taxes or assessment liens on the property within the Reassessment District to finance public improvements to be located inside of or outside of the Reassessment District.

### **No Acceleration Provision**

The Trust Agreement does not contain a provision allowing for the acceleration of the principal of the Bonds in the event of a payment default or other default under the terms of the Bonds or the Trust Agreement.

### **Recent Events in the Real Estate Market**

In the past several years, the housing and mortgage markets in most parts of the United States have been under pressure due to many economic factors, including the tightening of credit standards, reduction of access to mortgage capital, and interest rate adjustments on many adjustable rate mortgages which have caused property owners to default on their mortgages. Foreclosures have increased to record levels as a result of these factors, and residential property values in most areas of the country have generally declined. The Authority and the City cannot predict what impact, if any, a continued downturn in the national and local housing market may have on the San Joaquin County area markets and assessed values in the Reassessment District.

### **Environmental Matters**

*Flood Hazard Map Information.* The Reassessment District is classified as being in Flood Zone X, described as areas of 500-year flood; areas of 100-year flood with average depths of less than one foot with drainage areas less than one square mile; and areas protected by levees from 100-year flood. This information is according to Federal Emergency Management Agency F.I.R.M. Map Community Panel No. 060302-0010 D, dated April 2, 2002.

*Seismic Conditions.* According to the Seismic Safety Commission the Reassessment District parcels 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 is assigned to areas of major faults. Zone 3 is assigned to areas with more moderate seismic activity. In addition, Reassessment District is not located within 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. See “RISK FACTORS – “Land Values.”

## **PROPERTY TAX RATE LIMITATIONS – ARTICLE XIII A**

On June 6, 1978, the California voters added Article XIII A to the California Constitution which limits the amount of any *ad valorem* taxes on real property to one percent (1%) of its full cash value, except that additional *ad valorem* property taxes may be levied to pay debt service on indebtedness approved prior to July 1, 1978 and (as a result of an amendment to Article XIII A approved by California voters on June 3, 1986) on bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978, by two-thirds of the voters voting on such indebtedness. Article XIII A defines full cash value to mean “the county assessor’s valuation of real property as shown on the 1975-76 tax bill under full cash value, or thereafter, the appraised value of real property when purchased, newly constructed or a change in ownership has occurred after the 1975 assessment period.” This cash value may be increased at a rate not to exceed two percent (2%) per year to account for inflation. The United States Supreme Court has upheld the validity of Article XIII A in a case decided in June 1992.

Article XIII A as originally implemented has been amended to permit reduction of the “full cash value” base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the “full cash value” base in the event of reconstruction of property damaged or destroyed in a disaster and in various other minor or technical ways.

### **Legislation Implementing Article XIII A**

Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any *ad valorem* property tax. The 1% property tax is automatically levied annually by the county and distributed according to a formula among using agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1978. Any special tax to pay voter-approved indebtedness is levied in addition to the basic 1% property tax.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the 2% annual adjustment are allocated among the various jurisdictions in the “taxing area” based upon their respective “situs.” Any such allocation made to a local agency continues as part of its allocation in future years.

Beginning in the 1981-82 fiscal year, assessors in California no longer record property values on tax rolls at the assessed value of 25% of market value which was expressed as \$4.00 per \$100 of assessed value. All taxable property is now shown at full market value on the tax rolls. Consequently, the basic tax rate is expressed as \$1 per \$100 of taxable value.

### **Appropriation Limitation – Article XIII B**

On November 6, 1979, the voters of the State approved Proposition 4, known as the Gann Initiative, which added Article XIII B. On June 5, 1990, the voters approved Proposition 111, which amended Article XIII B in certain respects. Under Article XIII B, as amended, state and local government entities have an annual “appropriations limit” which limits the ability to spend certain moneys which are called “appropriations subject to limitation” (consisting of most tax revenues and certain state subventions, together called “proceeds of taxes” and certain other funds) in an amount higher than the “appropriations limit.” Article XIII B does not affect the appropriation of moneys which are excluded from the definition of “appropriations limit,” including debt service on indebtedness existing or authorized as of January 1, 1979, or bonded indebtedness subsequently approved by two-thirds of the voters.

In general terms, the “appropriations limit” is to be based on the adjusted fiscal year 1986-87 appropriations limit, which is traced back through an annual adjustment process to the 1978-79 fiscal year. Annual adjustments reflect changes in California per capita personal income (or, at the City’s option, changes in assessed value caused by local nonresidential new construction), population and services provided by these entities. Among other provisions of Article XIII B, if the revenues of such entities in any fiscal year and the following fiscal year exceed the amounts permitted to be spent in such years, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two years.

### **Property Tax Collection Procedures**

In California, property which is subject to *ad valorem* taxes is classified as “secured” or “unsecured.” The “secured roll” is that part of the assessment roll containing state-assessed public utilities’ property and property the taxes on which are a lien on real property sufficient, in the opinion of



the county assessor, to secure payment of the taxes. A tax levied on unsecured property does not become a lien against such unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens arising pursuant to State law on such secured property, regardless of the time of the creation of the other liens. Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year. If unpaid, such taxes become delinquent on December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition property on the secured roll with respect to which taxes are due is delinquent on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and a delinquency penalty, plus a redemption penalty of 1% per month to the time of redemption. 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 tax collector.

Historically, property taxes are levied for each fiscal year on taxable real and personal property situated in the taxing jurisdiction as of the preceding January 1. A bill enacted in 1983, SB 813 (Statutes of 1983, Chapter 498), however, provided for the supplemental assessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Thus, this legislation eliminated delays in the realization of increased property taxes from new assessments. As amended, SB 813 provided increased revenue to taxing jurisdictions to the extent that supplemental assessments of new construction or changes of ownership occur subsequent to the January 1 lien date.

Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent, if unpaid on the following August 31. A ten percent (10%) penalty is also attached to delinquent taxes in respect of property on the unsecured roll, and further, an additional penalty of 1-1/2% per month accrues with respect to such taxes beginning the first day of the third month following the delinquency date. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer, (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer, (3) filing a certificate of delinquency for record in the county recorder's office, in order to obtain a lien on certain property of the taxpayer, and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee. The exclusive means of enforcing the payment of delinquent taxes in respect of property on the secured roll is the sale of the property securing the taxes to the State for the amount of taxes which are delinquent.

### **Proposition 218**

On November 5, 1996, the voters of the State approved Proposition 218, the so-called "Right to Vote on Taxes Act." Proposition 218 added Articles XIIC and XIID to the State Constitution, which contain a number of provisions affecting the ability to the Authority to levy and collect both existing and future taxes, assessments, fees and charges.

Article XIID requires that, beginning July 1, 1997, the proceedings for the levy of any assessment by the City (including, if applicable, any increase in such assessment or any supplemental assessment) must be conducted in conformity with the provisions of Section 4 of Article XIID. Any challenge (including any constitutional challenge) to the proceedings or the assessment or special tax must be brought within 30 days after the date the assessment or special tax was levied.

Article XIIC removes limitations on the initiative power in matters of local taxes, assessments, fees and charges. Article XIIC does not define the term "assessment", and it is unclear whether this term

is intended to include assessments (or reassessments) levied under the Acts. Furthermore, this provision of Article XIII C is not, by its terms, restricted in its application to assessments which were established or imposed on or after July 1, 1997. In the case of the unpaid assessments which are pledged as security for payment of the Local Obligations, the laws of the State provide a mandatory, statutory duty of the City and the County Auditor to post installments on account of the unpaid assessments to the property tax roll of the County each year while any of the Local Obligations are outstanding, commencing with property tax year 1997-1998, in amounts equal to the principal of and interest on the Local Obligations coming due in the succeeding calendar year. The City believes that the initiative power cannot be used to reduce or repeal the unpaid assessments which are pledged as security for payment of the Local Obligations or to otherwise interfere with performance of the mandatory, statutory duty of the City and the County Auditor with respect to the unpaid assessments which are pledged as security for payment of the Local Obligations.

The interpretation and application of Proposition 218 will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination.

### **THE AUTHORITY**

The Authority was created by a Joint Exercise of Powers Agreement, dated June 18, 1990 (the “JPA Agreement”), between the City and the former Redevelopment Agency of the City of Stockton. The JPA Agreement was entered into pursuant to the Joint Exercise of Powers Act, Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California and is operating pursuant to the Marks-Roos Local Bond Pooling Act of 1985, being Article 4 of Chapter 5, Division 7, Title 1 of the California Government Code (the “Marks-Roos Law”). The Authority was created for the purpose of facilitating the financing or refinancing public improvement facilities within the City.

### **CONTINUING DISCLOSURE**

The City and the Authority have covenanted for the benefit of owners of the Bonds to provide certain financial information and operating data relating to the City by not later than eight months after the end of the City’s fiscal year (presently June 30) in each year commencing with its report for the 2013-14 fiscal year (the “Annual Report”) and to provide notices of the occurrence of certain enumerated events. Such report and notices will be filed by the Trustee on behalf of the City with the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access system (“EMMA”). These covenants have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5). The specific nature of the information to be contained in the Annual Report or the notices of enumerated events by the City is summarized in APPENDIX E – “FORM OF CONTINUING DISCLOSURE AGREEMENT.”

[On several occasions during the last five years the City has failed to provide audited or unaudited financial statements in the time required by its continuing disclosure undertakings. The City’s continuing disclosure undertaking related to the California Statewide Communities Development Authority Water and Wastewater Revenue Bonds (Pooled Financing Program), Series 2002A (the “2002A Bonds”) requires that audited financial statements of the City or, if such audited financial statement are not available, unaudited financial statements in a format similar to the financial statements contained in the final official statement for the 2002A Bonds be submitted as part of the annual report. Because the City’s audited financial statements for the Fiscal Year 2011-12 are not yet available, the City has not filed such financial statements as part of its annual report with respect to the 2002A Bonds. However, the City’s obligations with respect to the 2002A Bonds are secured solely by revenues of the Water System and the City has filed the audited financial statements of the Water System for the Fiscal Year 2011-12 as part of



its continuing disclosure undertaking with respect to the 2002A Bonds. In addition, in several cases, certain items of information required to be contained in annual reports were unintentionally omitted. In one instance, the City's former redevelopment agency also failed to file a notice of the downgrade of the municipal bond insurer for its bonds. As a result of the implementation of certain administrative changes, the City believes it will be in full compliance with its continuing disclosure obligations in the future.]

## **LEGAL MATTERS**

The validity of the Bonds and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority. A complete copy of the proposed form of Bond Counsel opinion is contained in APPENDIX D hereto. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Certain matters will be passed upon for the Authority and the City by the City Attorney of the City.

## **TAX MATTERS**

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority ("Bond Counsel"), based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and is exempt from State of California personal income taxes. Bond Counsel is of the further opinion that interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. A complete copy of the proposed form of opinion of Bond Counsel is set forth in APPENDIX D hereto.

To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each Beneficial Owner thereof, is treated as interest on the Bonds which is excluded from gross income for federal income tax purposes and State of California personal income taxes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of the Bonds is sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Bonds. Beneficial Owners of the 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 Beneficial Owners who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Premium Bonds") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of Bonds, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax exempt interest received, and a Beneficial Owner's basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Bonds should

consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The Authority and the City have made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring), or any other matters coming to Bond Counsel's attention after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that interest on the Bonds is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of amounts treated as interest on, the Bonds may otherwise affect a Beneficial Owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, in whole or in part, 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. For example, Representative Dave Camp, Chair of the House Ways and Means Committee released draft legislation that would subject interest on the Bonds to a federal income tax at an effective rate of 10% or more for individuals, trusts, and estates in the highest tax bracket, and the Obama Administration proposed legislation that would limit the exclusion from gross income of interest on the Bonds to some extent for high-income individuals. Other proposals have been made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Bonds. The introduction or enactment of any such legislative proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel is expected to express no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service (the "IRS") or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the Authority or the City, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The Authority and the City have covenanted, however, to comply with the requirements of the Code.

Bond Counsel's engagement with respect to the Bonds ends with the issuance of the Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the Authority, the City or the

Beneficial Owners regarding the tax-exempt status of the Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than the Authority, the City and their appointed counsel, including the Beneficial Owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt Bonds is difficult, obtaining an independent review of IRS positions with which the Authority or the City legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Bonds, and may cause the Authority, the City or the Beneficial Owners to incur significant expense.

### **NO LITIGATION**

At the time of delivery of the Bonds, Counsel to the Authority and the City Attorney are expected to deliver opinions to the initial underwriter of the Bonds that there was no controversy or litigation pending against the Authority or the City or, to the knowledge of their offices, threatened, restraining or enjoining the sale, execution or delivery of the Bonds or the Local Obligations, or in any way contesting or affecting the validity of the Bonds or the Local Obligations.

#### **The Authority**

No litigation is pending with service of process having been accomplished or, to the knowledge of the Authority, threatened, concerning the validity of the Bonds, the Trust Agreement or any proceedings of the Authority taken with respect to the execution or delivery thereof.

#### **The City**

There is no litigation pending with service of process having been accomplished or, to the knowledge of the City, threatened, questioning the existence of the City, or the title of the offices of the City to their respective offices. Except as otherwise disclosed in this Official Statement, there is no litigation pending or, to the knowledge of the City, threatened, questioning or affecting in any material respect the collection of assessments levied or to be levied by the City in the Reassessment District, as applicable, or in any way contesting or affecting the validity of the Bonds, the Trust Agreement, the Local Obligations, the Local Obligation Resolution or any proceedings of the Authority or the City taken with respect to the execution or delivery thereof.

The City is involved in ongoing contract negotiations with employee bargaining units and also has various legal actions pending against the City. Neither the resolution of the contract negotiations nor the aggregate amount of the uninsured liabilities of the City which may result from all legal claims currently pending against it will, in the opinion of the City, materially affect the Reassessment District or impair the City's ability to collect unpaid Reassessments in amounts sufficient to pay debt service on the Local Obligations. See also "CITY OF STOCKTON – Effect of City Chapter 9 Filing."

### **FINANCIAL ADVISOR**

The Authority has retained Del Rio Advisors, LLC of Modesto, California, as financial advisor (the "Financial Advisor") in connection with the preparation of this Official Statement. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement.

## **VERIFICATION OF MATHEMATICAL ACCURACY**

Grant Thornton, LLP, Minneapolis, Minnesota, independent accountants, upon delivery of the Bonds, will deliver a report on the mathematical accuracy of certain computations, contained in schedules provided to them which were prepared by the City, relating to the sufficiency of moneys and securities deposited into the Escrow Fund to pay, when due, the principal, whether at maturity or upon prior prepayment, interest and prepayment premium requirements of the Prior Bonds.

The report of Grant Thornton will include the statement that the scope of its engagement is limited to verifying the mathematical accuracy of the computations contained in such schedules provided to it, and that it has no obligation to update its report because of events occurring, or data or information coming to its attention, subsequent to the date of its report.

## **RATING**

Standard and Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P") has assigned a rating to the Bonds of "BBB+". Such rating reflects only the views of S&P and any desired explanation of the significance of such rating should be obtained only from S&P. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such rating will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by S&P, if in the judgment of S&P, circumstances so warrant. The Authority, the City and the Underwriter have undertaken no responsibility either to bring to the attention of the owners of the Bonds any proposed change in or withdrawal of such rating or to oppose any such proposed revision or withdrawal. Any such downward change in or withdrawal of the rating might have an adverse effect on the market price or marketability of the Bonds.

## **UNDERWRITING**

RBC Capital Markets, LLC, the Underwriter of the Bonds, has agreed to purchase the Bonds from the Authority at a purchase price of \$\_\_\_\_\_, being the aggregate principal amount of the Bonds less an Underwriter's discount of \$\_\_\_\_\_ plus net original issue premium of \$\_\_\_\_\_. The purchase contract pursuant to which the Underwriter is purchasing the Bonds provides that the Underwriter will purchase all of the Bonds if any are purchased. The obligation of the Underwriter to make such purchase is subject to certain terms and conditions set forth in such contract of purchase.

The public offering prices of the Bonds may be changed from time to time by the Underwriter. The Underwriter may offer and sell Bonds to certain dealers and others at a price lower than the offering price stated on the inside cover page hereof.

## **MISCELLANEOUS**

All quotations from, and summaries and explanations of the Trust Agreement, the Local Obligations, the Local Obligation Resolution, the Bonds, the Acts, the 1984 Act or other statutes and documents contained herein do not purport to be complete, and reference is made to said documents and statutes for full and complete statements of their provisions.

This Official Statement is submitted only in connection with the sale of the Bonds by the Authority. All estimates, assumptions, statistical information and other statements contained herein, while taken from sources considered reliable, are not guaranteed by the Authority, the City or the Underwriter.

The information contained herein should not be construed as representing all conditions affecting the Authority, the City, the Bonds or the Local Obligations.

All information contained in this Official Statement pertaining to the Authority and the City has been furnished by the Authority and the City and the execution and delivery of this Official Statement has been duly authorized by the Authority and the City.

**STOCKTON PUBLIC FINANCING AUTHORITY**

By \_\_\_\_\_  
Authorized Signatory

**CITY OF STOCKTON**

By \_\_\_\_\_  
Chief Financial Officer

## APPENDIX A

### GENERAL INFORMATION ABOUT THE COUNTY OF SAN JOAQUIN AND THE CITY OF STOCKTON

*The following information concerning the County and the City of Stockton (the “City”) are included only for the purpose of supplying general information regarding the community in and around the District. The Local Obligations are not a debt of the County, the City, the State or any of its political subdivisions, and neither the County, the City, the State nor any of its political subdivisions (other than the District) is liable therefor.*

The City of Stockton, whose boundaries encompass 55.1 square miles, is located in California’s San Joaquin Valley, 78 miles east of the San Francisco Bay area, 345 miles north of Los Angeles and 45 miles south of Sacramento. The Stockton Metropolitan Statistical Area, which encompasses the entire County, covers approximately 1,400 square miles. The City is a municipal corporation and a charter city, duly organized and existing under the constitution and laws of the State.

#### Population

The historic population estimates of the City and the County of the past five years are shown in the following table.

<b>Calendar Year</b>	<b>City of Stockton</b>	<b>County of San Joaquin</b>
2010	291,275	684,057
2011	292,897	689,160
2012	294,545	693,013
2013	297,757	701,745
2014	300,899	710,731

Source: California State Department of Finance, Demographic Research Unit.

#### Transportation

Stockton 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 modern 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.

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, Los Angeles and Sacramento.

## Employment and Industry

Approximately 3,000 acres in the City are zoned for light and heavy industry. Included in this acreage are 15 industrial parks with all on-site improvements. Six industrial parks are served by rail.

The largest manufacturing and non-manufacturing employers as of 2011 in the City and as of 2012 in the County are shown below.

### CITY OF STOCKTON Major Employers Fiscal Year Ending June 30, 2011

<b>Employer</b>	<b>Number of Employees</b>	<b>Percent of Total City Employment</b>
San Joaquin County	6,500	5.06%
Stockton Unified School District	3,893	3.03
St. Joseph's Medical Center	2,500	1.95
O-G Packing Company	2,001	1.56
Diamond Walnut	1,797	1.40
City of Stockton	1,683	1.31
Dameron Hospital	1,200	0.93
Pacific Gas and Electric	1,100	0.86
Kaiser Permanente	1,065	0.83
University of the Pacific	1,000	0.78
<b>Total</b>	<b>22,739</b>	<b>17.71%</b>

Note: Principal employers are based on best available information.

Source: City of Stockton, Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2011.



**COUNTY OF SAN JOAQUIN**  
**Major Employers**

<b>Employer Name</b>	<b>Employees</b>	<b>Industry</b>
San Joaquin County	6,500	Government
State of California	4,200	Government
St. Joseph's Medical Center – San Joaquin/Sierra Service Area	2,500	Health Care
Stockton Unified School District	3,893	Education
Lodi Unified School District	3,313	Education
Manteca Unified School District	2,146	Education
San Joaquin General Hospital	1,780	Health Care
City of Stockton	1,683	Government
Tracy Unified School District	1,628	Education
Defense Distribution Center San Joaquin	1,504	Military Distribution
Safeway Distribution Center	1,500	Grocery Distribution
Pacific Gas & Electric Company	1,100	Utility
Kaiser Permanente	1,065	Health Care
San Joaquin Delta Community College District	1,000	Education
University of Pacific	1,000	Education
AT & T	600	Telecommunications
Army & Air Force Exchange Services (AAFES)	440	Military Distribution

Source: San Joaquin Partnership based on data from 2012.

The following table summarizes employment and unemployment rates in San Joaquin County and historical numbers of workers in San Joaquin County by industry.

**COUNTY OF SAN JOAQUIN**  
**Civilian Labor Force, Employment and Unemployment, Unemployment**  
**by Industry**  
**(Annual Averages)**

	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Civilian Labor Force <sup>(1)</sup>	298,400	301,500	300,400	299,900	298,800
Employment	252,800	249,500	249,800	254,900	260,400
Unemployment	45,500	52,100	50,600	45,100	38,400
Unemployment Rate	15.3%	17.3%	16.8%	15.0%	12.8%
<b>Wage and Salary Employment: <sup>(2)</sup></b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Agriculture	15,200	15,700	15,500	15,700	15,600
Mining and Logging	100	100	100	100	100
Construction	8,400	7,600	7,400	7,600	8,700
Manufacturing	18,900	17,600	17,900	17,800	17,800
Wholesale Trade	9,900	10,000	10,200	10,700	10,900
Retail Trade	23,700	23,700	24,100	24,900	25,700
Transportation, Warehousing & Utilities	13,900	13,800	14,500	14,900	15,400
Information	2,200	2,100	2,100	2,100	1,900
Finance and Insurance	6,000	5,100	4,900	4,900	5,000
Professional and Business Services	15,900	15,400	15,100	16,500	17,300
Educational and Health Services	32,200	32,300	32,500	32,800	33,400
Leisure and Hospitality	16,700	16,100	16,300	17,000	18,100
Other Services	7,000	6,500	6,300	6,500	6,600
Federal Government	4,100	4,300	4,000	3,900	3,500
State Government	4,100	3,900	3,800	3,600	4,200
Local Government	31,700	30,000	28,700	28,600	29,300
Total All Industries	212,800	206,900	206,000	210,300	216,200

<sup>(1)</sup> Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

<sup>(2)</sup> Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

Source: State of California Employment Development Department, Labor Market Information Division; March 2013 Benchmark.

## Commercial Activity

A summary of historic taxable sales within the City is shown below. Annual figures for 2013 are not yet available.

**CITY OF STOCKTON**  
**Taxable Retail Sales**  
**Number of Permits and Valuation of Taxable Transactions**  
**(Dollars in Thousands)**

	<b>Retail Stores<sup>(1)</sup></b>		<b>Total of Outlets</b>	
	<b>Number of Permits</b>	<b>Taxable Transactions</b>	<b>Number of Permits</b>	<b>Taxable Transactions</b>
2008	2,926	\$2,541,847	5,318	\$3,366,071
2009	3,351	2,209,264	4,874	2,844,988
2010	3,511	2,248,782	5,051	2,867,407
2011	3,427	2,397,288	4,956	3,133,324
2012	3,611	2,500,195	5,110	3,316,162

Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

A summary of historic taxable sales within the County is shown below. Annual figures for 2012 are not yet available.

**COUNTY OF SAN JOAQUIN**  
**Taxable Retail Sales**  
**Number of Permits and Valuation of Taxable Transactions**  
**(Dollars in Thousands)**

	<b>Retail Stores<sup>(1)</sup></b>		<b>Total All Outlets</b>	
	<b>Number of Permits</b>	<b>Taxable Transactions</b>	<b>Number of Permits</b>	<b>Taxable Transactions</b>
2008	6,824	\$5,834,396	13,419	\$8,696,074
2009	8,203	4,974,437	12,297	7,260,073
2010	8,534	5,213,892	12,633	7,602,090
2011	8,337	5,740,948	12,450	8,426,952
2012	8,542	6,124,321	12,613	9,010,930

<sup>(1)</sup> Beginning in 2009, the North American Industrial Classification System ("NAICS") codes were converted from the previous business coding system to the NAICS codes and are not directly comparable to that of prior years.  
Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

## Construction Activity

Building activity for the past five years for which data is available in the City and the County are shown in the following table.

### CITY OF STOCKTON Total Building Permit Valuations (Valuations in Thousands)

Permit Valuation	2007	2008	2009	2010	2011
New Single-family	\$151,268.0	\$43,049.2	\$42,530.6	\$2,7196.0	\$15,116.1
New Multi-family	10,887.0	708.0	0	1,0771.2	0
Res. Alterations/Additions	15,224.9	13,773.0	10,270.0	7,996.8	9,827.1
Total Residential	\$177,379.9	\$57,530.1	\$52,800.6	\$4,5964.0	\$24,943.2
New Commercial	151,461.9	153,853.4	1,850.0	4,555.0	1,250.0
New Industrial	73,777.8	37,145.9	0	0	0
New Other	73,051.9	13,264.9	17,059.8	1,5407.0	5,489.1
Com. Alterations/Additions	58,239.2	62,446.4	35,548.2	4,7091.1	16,331.0
Total Nonresidential	\$356,530.8	\$266,710.6	\$54,458.0	\$67,053.1	\$23,070.1
New Dwelling Units					
Single Family	617	164	187	123	68
Multiple Family	89	8	0	93	0
TOTAL	706	172	187	216	68

Source: Construction Industry Research Board, Building Permit Summary.

### COUNTY OF SAN JOAQUIN Total Building Permit Valuations (Valuations in Thousands)

Permit Valuation	2007	2008	2009	2010	2011
New Single-family	\$496,495	\$171,391	\$160,432	\$166,223	\$93,221
New Multi-family	41,330	4,717	0	15,427	14,853
Res. Alterations/Additions	49,875	34,291	25,996	28,058	18,680
Total Residential	\$587,700	\$210,399	\$186,428	\$209,708	\$126,754
New Commercial	252,935	306,151	18,405	31,522	8,616
New Industrial	112,741	38,173	3,103	1,333	1,617
New Other	119,437	40,026	35,572	40,130	25,239
Com. Alterations/Additions	129,865	146,515	96,535	100,108	56,980
Total Nonresidential	\$614,978	\$530,865	\$153,615	\$173,093	\$92,452
New Dwelling Units					
Single Family	2,138	770	773	801	416
Multiple Family	341	54	0	157	152
TOTAL	2,479	824	773	958	568

Source: Construction Industry Research Board, Building Permit Summary.

## Income

Total personal income in the County increased by 38.5% between 2000 and 2012, representing an average annual compound growth rate of 4.5%. Per capita personal income in the County grew by 23.85% between 2000 and 2012, representing an average annual compound growth of 2.6%.

### COUNTY OF SAN JOAQUIN Personal Income 2000-2012<sup>(1)</sup> (in thousands)

Year	County of San Joaquin	Annual % Change
2000	\$14,280,516	9.28%
2001	15,042,649	5.34
2002	15,751,196	4.71
2003	16,763,601	6.43
2004	17,836,603	6.40
2005	18,578,286	4.16
2006	19,676,512	5.91
2007	20,817,871	5.80
2008	21,029,219	1.02
2009	20,747,584	-1.34
2010	21,214,529	2.25
2011	22,369,055	5.44
2012	23,203,279	3.73

<sup>(1)</sup> Latest data available

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

### COUNTY OF SAN JOAQUIN Per Capita Personal Income 2000-2012<sup>(1)</sup> (in thousands)

Year	County of San Joaquin	Annual % Change
2000	\$25,147	6.30%
2001	25,444	1.18
2002	25,862	1.64
2003	26,746	3.42
2004	27,744	3.73
2005	28,278	1.92
2006	29,686	4.98
2007	31,161	4.97
2008	31,308	0.47
2009	30,613	-2.22
2010	30,857	0.80
2011	32,157	4.21
2012	33,024	2.70

<sup>(1)</sup> Latest data available

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

**APPENDIX B****SUMMARY OF PRINCIPAL LEGAL DOCUMENTS**

*The following is a summary of certain provisions of the Trust Agreement and the Local Assessment Obligation Resolution pertaining to the Bonds and is supplemental to the summary of other provisions of such documents contained elsewhere in this Official Statement. This summary is not intended to be definitive. Reference is directed to such documents for the complete text thereof. Copies of such documents are available from the City.*

## APPENDIX C

### THE BOOK-ENTRY SYSTEM

*The description that follows of the procedures and recordkeeping with respect to beneficial ownership interests in the Bonds, payment of the principal or redemption price of, or interest on, the Bonds to Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interests in the Bonds, and other Bonds-related transactions by and between DTC, Participants and Beneficial Owners, is based on information furnished by DTC which the Authority and the City each believes to be reliable, but neither the Authority or the City takes no responsibility for the completeness or accuracy thereof.*

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Bonds (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 the Securities, in the aggregate principal amount of such issue, and will be deposited with DTC.

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](http://www.dtcc.com). The information on such website is not incorporated herein by such reference or otherwise.

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.



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.

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.

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.

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 the Authority 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).

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 the Authority or the Trustee, 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, the Trustee, the Authority or the City, 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 the Authority, the City or the Trustee, 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.

DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered. The Authority 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.

**APPENDIX D**

**FORM OF BOND COUNSEL OPINION**

*Upon delivery of the Bonds, Orrick, Herrington & Sutcliffe, LLP, Bond Counsel to the Agency, proposes to render its final approving opinion with respect to the Bonds in substantially the following form:*

**APPENDIX E**  
**FORM OF CONTINUING DISCLOSURE AGREEMENT**

**APPENDIX F**

**REASSESSMENT DISTRICT BOUNDARY MAP**

**APPENDIX G**  
**SUMMARY REASSESSMENT REPORT**

**CITY OF STOCKTON  
LIMITED OBLIGATION IMPROVEMENT BONDS  
MOSHER REASSESSMENT DISTRICT NO. 2014-1**

**LOCAL OBLIGATION PURCHASE CONTRACT**

**August \_\_, 2014**

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

Ladies and Gentlemen:

The undersigned Stockton Public Financing Authority (the “Authority”), offers to enter into this Local Obligation Purchase Contract (the “Local Obligation Purchase Contract”) with you, the City of Stockton (the “City”), which, upon acceptance, will be binding upon the City and the Authority. Except as otherwise provided herein, capitalized terms used herein shall have the meanings attributed to them in the Trust Agreement, dated as of August 1, 2014 (the “Trust Agreement”), between the Authority and Wells Fargo Bank, National Association, as trustee (the “Trustee”).

**1. Purchase, Sale and Delivery of the Obligations.**

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Authority hereby agrees to purchase from the City, and the City hereby agrees to sell to the Authority, all (but not less than all) of its Limited Obligation Improvement Bonds, Mosher Reassessment District No. 2014-1 (the “Local Obligations”), dated the date of their delivery, bearing interest payable on the dates and at the interest rates, and maturing on the dates and in the amounts set forth in Exhibit A attached hereto. Notwithstanding any other provision hereof or of the Bond Resolution, so long as the Local Obligations are held by the Trustee, there shall be one Local Obligation for each maturity and series thereof in the denomination of the entire outstanding principal amount of such maturity of such series of Local Obligations.

The purchase price for the Local Obligations shall be \$\_\_\_\_\_, consisting of the principal amount thereof, plus net original issue premium of \$\_\_\_\_\_. The City agrees, as additional consideration for the purchase of the Local Obligations, that the Trustee shall retain \$\_\_\_\_\_ from the purchase price for deposit in the Reserve Fund (as defined in the Trust Agreement) and \$\_\_\_\_\_ from the purchase price for deposit in the Expense Fund for payment of costs of issuance. A portion of the purchase price consisting of the underwriter’s discount in the amount of \$\_\_\_\_\_ will be retained by the underwriter.

The total purchase price shall be payable from amounts held by the Trustee under the Trust Agreement, subject to the terms and conditions thereof. [Said total purchase price reflects the lack of a reserve fund for the Local Obligations under the Bond Resolution defined below

and the funding of the Reserve Fund and all costs of issuance under the Trust Agreement, which amounts shall be treated as paid for the City's account to the Authority for such purposes.]

The Local Obligations shall be substantially in the forms described in, shall be issued and secured under the provisions of, and shall be payable as provided in Resolution No. \_\_\_\_ adopted by the City Council of the City on July 29, 2014 and providing for the issuance of the Local Obligations (the "Bond Resolution") and registered in the name of the Trustee.

Pursuant to the Bond Resolution, the Chief Financial Officer shall deposit or cause to be deposited from the proceeds of the Local Obligations the amounts in the funds and accounts established under the Bond Resolution.

(b) At 8:00 a.m., California time, on August \_\_, 2014, or at such earlier or later time or date as shall be agreed by the City and the Authority (such time and date being herein referred to as the "Closing Date"), the City will deliver to the Authority at the offices of Orrick, Herrington & Sutcliffe LLP, San Francisco, California (or such other location as may be designated by the Authority and approved by the City) the Local Obligations in definitive forms, duly executed by the City and authenticated by the Chief Financial Officer of the City, and will deliver to the Authority at said location, the other documents herein mentioned; and the Authority will accept such delivery and pay the total purchase price of the Local Obligations as set forth in paragraph (a) of this Section by wire transfer payable as provided in the Trust Agreement (such delivery and payment being herein referred to as the "Closing"). The Local Obligations shall be made available to the Authority not later than one business day before the Closing Date for purposes of inspection.

**2. Representations, Warranties and Agreements of the City.** The City represents and warrants to and agrees with the Authority that:

(a) The City is and will be at the Closing Date duly organized and existing under the Constitution and laws of the State of California, with the full power and authority to issue the Local Obligations, and to carry out and consummate the transactions contemplated by this Local Obligation Purchase Contract, the Trust Agreement and the Bond Resolution, and this Local Obligation Purchase Contract, the Trust Agreement and the Bond Resolution are and will be at the Closing Date valid and binding obligations of the City;

(b) When delivered to and paid for by the Authority at the Closing in accordance with the provisions of this Local Obligation Purchase Contract, the Local Obligations will have been duly authorized, executed, issued and delivered and will constitute valid and binding obligations of the City in conformity with, and entitled to the benefit and security of, the applicable Resolution;

(c) By official action of the City prior to or concurrently with the acceptance hereof, the City has adopted the Bond Resolution, authorized and approved the execution and delivery of the Local Obligations, the Trust Agreement and this Local Obligation Purchase Contract, and authorized and approved the performance by the City of the obligations on its part contained in the Local Obligations, the Bond Resolution, the Trust Agreement and this Local Obligation



Purchase Contract and has authorized and approved the consummation by the City of all other transactions contemplated by this Local Obligation Purchase Contract;

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the knowledge of the City, threatened against the City or its properties or operations (i) seeking to restrain or enjoin the issuance, sale, execution or delivery of the Local Obligations, (ii) in any way contesting or affecting the validity or enforceability of the Local Obligations, the Bond Resolution, the Trust Agreement or this Local Obligation Purchase Contract, any proceedings of the City taken concerning the issuance or sale of the Local Obligations, the collection of reassessments levied by the City in Mosher Reassessment District No. 2014-1 (the "Reassessment District") or the existence or powers of the City relating to the issuance of the Local Obligations or (iii) which, if determined adversely to the City or its interests, would have a material and adverse effect on the consummation of the transactions contemplated by or the validity of the Local Obligations, the Bond Resolution, the Trust Agreement or this Local Obligation Purchase Contract or on the operations of the City;

(e) The adoption of the Bond Resolution and the execution and delivery of the Local Obligations, the Trust Agreement and this Local Obligation Purchase Contract, and the consummation of the transactions therein and herein contemplated, and the fulfillment of or compliance with the terms and conditions thereof and hereof will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the City is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Local Obligation Purchase Contract, the Bond Resolution, the Trust Agreement, the Local Obligations or the operations of the City;

(f) The City is not in breach of or default under any applicable law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, which breach or default may have consequences that would materially and adversely affect the consummation of the transactions described in the Bond Resolution, the Trust Agreement, the Local Obligations or this Local Obligation Purchase Contract, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a breach or default under any such instrument;

(g) All approvals, consents, authorizations, certifications and other orders of any governmental authority, board, agency or commission having jurisdiction, and all filings with any such entities, which would constitute conditions precedent to or the failure to obtain which would materially adversely affect the performance by the City of its obligations hereunder or under the Bond Resolution, the Trust Agreement, the Indenture or the Local Obligations, have been duly obtained and no further consent, approval, authorization or other action or filing with

or by any governmental or regulatory authority having jurisdiction over the City is or will be required for the issue and sale of the Local Obligations or the consummation by the City of the other transactions described in this Local Obligation Purchase Contract, the Bond Resolution, the Trust Agreement, the Indenture or the Local Obligations;

(h) The reassessments constituting the security for the Local Obligations have been duly and lawfully levied under and pursuant to the Refunding Act of 1984 for 1915 Act Improvement Bonds (being Division 11.5 of the Streets and Highways Code) and such reassessments constitute a valid and legally binding lien on the land in the Reassessment District; and

(i) The City has authorized and will annually levy and collect reassessments, in addition to amounts necessary to pay debt service on the Local Obligations, in an amount sufficient (subject to any maximum reassessment permitted by law) to pay the Authority extraordinary or additional Expenses (as defined in the Trust Agreement) arising directly from the administration or enforcement of the Local Obligations, and will pay such amounts (when, as and if received by the City) to the Trustee for deposit in the Expense Fund held by the Trustee under the Trust Agreement.

The execution and delivery of this Local Obligation Purchase Contract by the City shall constitute a representation by the City to the Authority that the representations, warranties and agreements contained in this Section 2 are true as of the date hereof; provided that as to all matters of law the City is relying on the advice of counsel to the City; and provided further that no member of the City Council shall be individually liable for the breach of any representation, warranty or agreement contained herein.

**3. Conditions to the Local Obligations of the Authority.** The obligation of the Authority to accept delivery of and pay for the Local Obligations on the Closing Date shall be subject, at the option of the Authority, to the accuracy in all material respects of the representations, warranties and agreements on the part of the City contained herein as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City made in any certificates, or other documents furnished pursuant to the provisions hereof, and to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Bond Resolution, the Trust Agreement, the Indenture and this Local Obligation Purchase Contract shall be in full force and effect in the form heretofore submitted to the Authority and there shall have been taken in connection with the issuance of the Local Obligations and with the transactions contemplated thereby and by this Local Obligation Purchase Contract, all such actions as, in the opinion of Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”), shall be necessary and appropriate;

(b) At the Closing Date, the Bond Resolution, the Trust Agreement, the Indenture and this Local Obligation Purchase Contract shall not have been amended, modified or supplemented, except as may have been agreed to by the Authority;

(c) At or prior to the Closing Date, the Authority and the Trustee shall have received the following documents, in each case satisfactory in form and substance to the Authority:

- (1) A certified copy of the Bond Resolution;
- (2) An executed copy of the Trust Agreement;
- (3) An unqualified approving opinion of Bond Counsel, dated the Closing Date and addressed to the City, as to the validity of the Local Obligations.
- (4) An opinion of the City Attorney, dated the Closing Date and addressed to the City and the Authority, in substantially the form attached hereto as Exhibit B.
- (5) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Authority or Bond Counsel may reasonably request to evidence compliance by the City with legal requirements, the truth and accuracy, as of the Closing Date, of the representations of the City contained herein, and the due performance or satisfaction by the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the City.

If the City shall be unable to satisfy the conditions to the Authority's obligations contained in this Local Obligation Purchase Contract, this Local Obligation Purchase Contract shall terminate and neither the Authority nor the City shall have any further obligation hereunder.

**4. Expenses.** All expenses and costs of the City and the Authority incident to the authorization, issuance and sale of the Local Obligations including fees and expenses of consultants, the Trustee, the Paying Agent, the appraiser, fees and expenses of Bond Counsel and counsel for the City, shall be paid by the City. All ongoing Expenses shall be paid by the City to the Trustee as described in Section 2(i) above. The City agrees that it will pay, in the form of a discount on the purchase price of the Local Obligations, the underwriting fees and expenses incurred by the Authority in connection with the sale of the Authority's Limited Obligation Revenue Bonds (Mosher Reassessment District 2014-1) Series 2014 (the "Revenue Bonds").

**5. Notices.** Any notice or other communication to be given to the City under this Local Obligation Purchase Contract may be given by delivering the same in writing at the City's address set forth above, Attention: Chief Financial Officer, and any such notice or other communications required to be given to the Authority may be given by delivering the same in writing to the Authority at 1100 K Street, Suite 101, Sacramento, California 95814, Attention: Chair. The approval of the Authority when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing signed by the Authority and delivered to the City.

**6. Parties In Interest; Governing Law.** This Local Obligation Purchase Contract is made solely for the benefit of the City, the Authority and the Trustee and no other persons, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. This Local Obligation Purchase Contract shall be governed by the laws of the State of California.

**7. Pledge; Assignment.** The City hereby approves the Trust Agreement and the pledge and assignment of all of the Authority's right, title and interest in this Local Obligation Purchase Contract and the Local Obligations to the Trustee under the Trust Agreement for the benefit of the Owners of the Revenue Bonds (as provided in the Trust Agreement).

**8. Limitation on Liability.** The Authority shall incur no liability hereunder or by reason hereof or arising out of the transactions contemplated hereby, and shall be under no obligation to purchase the Local Obligations hereunder, except from proceeds of the Revenue Bonds available therefor held by the Trustee under, and subject to the conditions set forth in, the Trust Agreement. The City shall incur no liability hereunder or by reason hereof or arising out of the transactions contemplated hereunder, except as otherwise provided in Sections 4 and 5 hereof, or be obligated to make any payments with respect to the Local Obligations, except from amounts pledged to the payment of the Local Obligations (including, as applicable, reassessments levied and collected in the Reassessment District pursuant to the terms thereof).

**9. Redemption of Local Obligations.** The City shall not redeem Local Obligations unless and to the extent that the same amount and same maturities of Revenue Bonds are subject to redemption. The City further agrees that for any optional redemption of Local Obligations from prepayments of reassessments on or prior to September 2, 20\_\_, that the City shall apply the proceeds of the prepayments to redeem Local Obligations in the following order: first Local Obligations maturing on September 2, 20\_\_, followed by the Local Obligations maturing on September 2, 20\_\_, followed by the Local Obligations maturing on September 2, 20\_\_, followed by the Local Obligations maturing on September 2, 20\_\_, followed by the Local Obligations maturing on September 2, 20\_\_.

[Remainder of page intentionally left blank]

**10. Counterparts.** This Local Obligation Purchase Contract may be signed in two or more counterparts; all such counterparts, when signed by all parties, shall constitute but one single agreement.

**STOCKTON PUBLIC FINANCING  
AUTHORITY**

By \_\_\_\_\_  
Authorized Signatory

ACCEPTED AND AGREED TO:

**CITY OF STOCKTON**

By \_\_\_\_\_  
Chief Financial Officer

**EXHIBIT A****MATURITY SCHEDULE****LIMITED OBLIGATION IMPROVEMENT BONDS  
MOSHER REASSESSMENT DISTRICT NO. 2014-1**

<b>Maturity (September 2)</b>	<b>Principal</b>	<b>Interest Rate</b>

**EXHIBIT B**

**[FORM OF CITY ATTORNEY OPINION]**

August \_\_, 2014

Stockton Public Financing Authority  
Stockton, California

City of Stockton  
Stockton, California

Re: City of Stockton  
Limited Obligation Improvement Bonds  
Mosher Reassessment District No. 2014-1

Ladies and Gentlemen:

Our firm acts as the City Attorney for the City of Stockton (the “City”), and in connection with the issuance by the City of its City of Stockton Limited Obligation Improvement Bonds, Mosher Reassessment District No. 2014-1 (the “Local Obligations”) in the aggregate principal amount of \$\_\_\_\_\_. We have reviewed Resolution No. \_\_\_\_ adopted by the City Council of the City on July 29, 2014 and providing for the issuance of the Local Obligations (the “Bond Resolution”) and such other documents as we consider necessary to render this opinion.

Based upon the foregoing, it is our opinion that:

1. The City is duly organized and validly existing as a charter city and municipal corporation under the Constitution and laws of the State of California, with full legal right, power and authority to issue the Local Obligations and to perform all of its obligations under the Local Obligation Purchase Contract dated August \_\_, 2014, between the City and you, as purchaser (the “Local Obligation Purchase Contract”) and the Local Obligations.

2. The Bond Resolution has been duly adopted by the City and constitutes valid and binding obligations of the City.

3. The Local Obligation Purchase Contract, the Escrow Agreement, dated as of August 1, 2014, between the City and Wells Fargo Bank, National Association, as escrow agent (the “Escrow Agreement”) and the Local Obligations have been duly authorized, executed and delivered by the City, and the Bond Resolution, the Local Obligation Purchase Contract, the Escrow Agreement, the Indenture and the Local Obligations are valid and binding obligations of the City enforceable in accordance with their respective terms except as such enforcement may be limited by bankruptcy, insolvency and other similar laws affecting the creditors' rights generally and by equitable principles if equitable remedies are sought.



4. There is no action, suit or proceeding at law or in equity, before or by any court, regulatory agency, public board or body, pending or, to the best of my knowledge, threatened against or affecting the existence of the City or the titles of its officers to their respective offices, or seeking to restrain or enjoin the issuance, sale or delivery of the Local Obligations, the application of the proceeds thereof in accordance with the Bond Resolution, the Indenture or the Escrow Agreement, or the collection or application of the assessments and the interest thereon to pay the principal of and interest on the Local Obligations, or in any way contesting or affecting the validity or enforceability of the Local Obligations, the Bond Resolution, the Indenture, the Escrow Agreement, the Local Obligation Purchase Contract, or the powers of the City or its authority with respect to the Local Obligations, the Bond Resolution, the Indenture, the Escrow Agreement, the Local Obligation Purchase Contract, or any action on the part of the City contemplated by any of said documents, nor to my knowledge is there any basis therefor.

5. The foregoing opinion is based upon and limited to the laws of the State of California, except State laws pertaining to tax, securities, bankruptcy and insolvency, about which no opinion is expressed.

Very truly yours,

City Attorney of the City of Stockton

## BOND PURCHASE CONTRACT

\$ \_\_\_\_\_  
**Stockton Public Financing Authority**  
**Limited Obligation Revenue Bonds**  
**(Mosher Reassessment District 2014-1)**  
**Series 2014**

August \_\_, 2014

Stockton Public Financing Authority  
 425 N. El Dorado Street  
 Stockton, CA 95202

Ladies and Gentlemen:

The undersigned, RBC Capital Markets, LLC (the "Underwriter") offers to enter into the following agreement (this "Agreement") with the Stockton Public Financing Authority (the "Authority") which, upon the acceptance of the Authority of this offer and acknowledgment and acceptance by the City of Stockton (the "City"), will be binding upon the Authority and the Underwriter. This offer is made subject to the Authority's written acceptance hereof on or before 11:59 p.m. Pacific time, on August \_\_, 2014, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Authority at any time prior to the acceptance hereof by the Authority. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Trust Agreement (as defined herein) or in the Official Statement (as defined herein).

1. Purchase and Sale of the Bonds. 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 Authority, and the Authority hereby agrees to sell and deliver to the Underwriter, all, but not less than all, of the Authority's Limited Obligation Revenue Bonds (Mosher Reassessment District 2014-1), Series 2014 (the "Bonds"). The Underwriter has been duly authorized to execute this Agreement and to act hereunder. Inasmuch as this purchase and sale represents a negotiated transaction, the Authority acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Authority and the Underwriter in which the Underwriter is acting solely as a principal and are not acting as a municipal advisor, financial advisor or fiduciary to the Authority; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Authority with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Authority on other matters); (iii) the Underwriter is acting solely in its capacity as Underwriter for its own accounts, (iv) the only obligations the Underwriter has to the Authority with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (v) the Authority has consulted its own legal, accounting,

tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. Nothing in the foregoing paragraph is intended to limit the Underwriter's obligations of fair dealing under MSRB Rule G-17.

The principal amount of the Bonds to be issued, the dated date therefor, the maturities, sinking fund, extraordinary and optional redemption provisions and interest rates per annum are set forth in Exhibit A hereto and as further described in the Official Statement (as defined herein). The Bonds shall be as described in, and shall be issued and secured under and pursuant to the provisions of the resolution adopted by the Authority on July \_\_, 2014 and a Trust Agreement, dated as of August 1, 2014 (the "Trust Agreement"), by and between the Authority and Wells Fargo Bank, National Association, as trustee (the "Trustee"). Capitalized terms used herein unless otherwise defined herein shall have the meanings given to such terms in the Trust Agreement.

The Underwriter has agreed to purchase the Bonds from the Authority at a purchase price of \$\_\_\_\_\_, being the aggregate principal amount of the Bonds, less an Underwriter's discount of \$\_\_\_\_\_ plus net original issue premium of \$\_\_\_\_\_.

The Bonds are being issued for the purposes described in the Official Statement (as defined herein), including the financing and refinancing of public capital improvements. The issuance of the Bonds is authorized by a resolution of the Authority (the "Resolution") adopted July \_\_, 2014. The Bonds are being issued pursuant to the Trust Agreement and Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Law").

2. Public Offering. The Underwriter agrees to make a bona fide public offering of all of the Bonds at a price not to exceed the public offering price set forth on the cover of the Official Statement (as defined herein). The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering price stated on the cover of the Official Statement (as defined herein). The Underwriter shall indemnify and hold harmless the Authority and its members, officers, directors, employees, agents and attorneys against any and all claims, damages, liabilities, costs and expenses (including fees and disbursements of counsel) incurred by them or any of them, which arise out of a breach by the Underwriter of the representations and warranties contained in this paragraph,

### 3. The Official Statement.

(a) The Preliminary Official Statement with respect to the Bonds, dated \_\_\_\_\_, 2014 (the "Preliminary Official Statement"), as amended to conform to the terms of this Bond Purchase Agreement, and with such changes and amendments as are mutually agreed to by the Authority, the City and the Underwriter, including the cover page, the appendices and all information incorporated therein by reference, is herein collectively referred to as the "Official Statement".

(b) The Preliminary Official Statement has been prepared on behalf of the Authority and the City for use by the Underwriter in connection with the public offering, sale and distribution of the Bonds. The Authority hereby represents and warrants that the Preliminary Official Statement was deemed final by the Authority and the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule").

(c) The Authority represents that the governing body of the Authority has reviewed and approved the information in the Official Statement and hereby authorizes the Official Statement to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The Authority shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the Authority's acceptance of this Agreement (but, in any event, not later than within seven business days after the Authority's acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriter in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Authority hereby confirms that it does not object to the distribution of the Official Statement in electronic form.

(d) If, after the date of this Agreement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the "end of the underwriting period" for the Bonds), the Authority becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Authority, on behalf of itself and the City, will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request), and if, in the opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Authority will forthwith prepare and furnish, at the Authority's own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not 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 not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Authority shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(e) The Underwriter hereby agrees to file the Official Statement with the MSRB. Unless otherwise notified in writing by the Underwriter, the Authority can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

4. Representations, Warranties and Covenants of the Authority. The Authority hereby represents and warrants to and covenants with the Underwriter that:

(a) Due Organization, Existence and Authority. The Authority is a joint exercise of powers authority, organized and existing under the Constitution and laws of the State of California (the "State"), with full right, power, and authority to adopt the Resolution, to issue the Bonds, and to execute, deliver and perform its obligations under the Trust Agreement and this Purchase Agreement.

(b) Due Authorization and Approval. The Authority has full legal right, power and authority to enter into this Purchase Agreement and the Trust Agreement and to issue and deliver the Bonds to the Underwriter as provided herein, and has duly authorized and approved the execution and delivery of, and the performance by the Authority of, the obligations on its part contained in the Trust Agreement and this Purchase Agreement. The Resolution is in full force and effect and has not been amended or supplemented.

(c) Accuracy of Official Statement. To the best knowledge of the Authority, the Official Statement is true and correct in all material respects and the Official Statement does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading.

(d) No Litigation. To the best knowledge of the Authority, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court or governmental agency or body, pending or, to the best knowledge of the Authority, threatened against the Authority, except as disclosed in the Official Statement, to restrain or enjoin the execution or delivery of the Bonds, or the collection or assignment of the Revenues or in any way contesting or affecting the validity or enforceability of the Bonds, the Trust Agreement and this Purchase Agreement or contesting the powers of the Authority to enter into or perform its obligations under any of the foregoing.

(e) No Conflict. To the best knowledge of the Authority, the issuance, sale and delivery of the Bonds, and the execution and delivery of the Trust Agreement and this Purchase Agreement, and compliance by the Authority with the provisions thereof and performance of its duties thereunder, will not conflict with or constitute a breach of or default under the Authority's JPA Agreement or any law, administrative regulation, judgment, decree, note, resolution, charter, by-law or other agreement to which the Authority is a party or is otherwise subject or by which it may be affected.

(f) No Consents or Approvals. To the best knowledge of the Authority, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the Authority required for the execution, delivery and sale of the Bonds or the consummation by the Authority of the transactions on its part contemplated by the Bonds, the Trust Agreement and this Purchase Agreement.

(g) No Breach or Default. To the best knowledge of the Authority, the Authority is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree, agreement or other instrument to which the Authority is a party or is otherwise subject.

(h) Continuing Disclosure. The Authority will undertake, pursuant to a Continuing Disclosure Agreement, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement.

(i) Preliminary Official Statement. As of the date thereof, the Preliminary Official Statement did not 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 the light of the circumstances under which they were made, not misleading

(j) Official Statement. If the Official Statement is supplemented or amended pursuant to this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the date of Closing the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

5. Closing. At 8:00 a.m., California time, on August \_\_, 2014, or at such other time and date as shall have been mutually agreed upon by the Authority and the Underwriter (the "Closing"), the Authority will, subject to the terms and conditions hereof, deliver to the Underwriter at the office of The Depository Trust Company ("DTC") in New York, New York, or at such other place as the Authority and the Underwriter may mutually agree upon, the Bonds in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Bonds, registered in the name of Cede & Co., as nominee of DTC, and subject to the terms and conditions hereof and as provided in the Trust Agreement, the Underwriter will accept such delivery and pay the purchase price of the Bonds by wire transfer payable in Federal funds at the office of Orrick, Herrington & Sutcliffe LLP, San Francisco, California, or such other place as shall have been mutually agreed upon by the Authority and the Underwriter. The Bonds shall be made available for inspection by the Underwriter and DTC (or its agent) at least one business day before the Closing.

6. Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the Authority contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Authority of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Authority of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Authority of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The Authority shall be in compliance with each of the agreements made by it in this Bond Purchase Agreement (unless such agreements are waived by the Underwriter); there shall not have occurred an adverse change in the financial position, results of operations or financial condition of any of the City which materially adversely affects the ability of the City to pay debt service on the Local Obligations when due or otherwise perform any of its obligations under the Trust Agreement or any related agreement;

(b) At the time of the Authority Documents and this Bond Purchase Agreement shall be in full force and effect, and shall not have been amended, modified or supplemented in any material respect from the forms of such documents which have been provided to the Underwriter as of the date hereof (except as may be agreed to by the Underwriter); all actions which, in the opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") shall be necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; and the Authority shall perform or shall have performed its obligations required under or specified in this Bond Purchase Agreement to be performed at or prior to the Closing, and the City shall perform or shall have



performed its obligations required under or specified in the Local Obligations Purchase Agreement to be performed at or prior to the Closing;

(c) At the time of the Closing, the Official Statement (as amended and supplemented) shall be true and correct in all material respects, and shall not contain any untrue statement of a material fact or omit any statement or information necessary to make the statements therein, in the light of circumstances under which they were made, not misleading;

(d) Except as disclosed in the Official Statement, no decision, ruling or finding shall have been entered by any court or governmental entity since the date of this Bond Purchase Agreement (and not reversed on appeal or otherwise set aside) which in the reasonable opinion of the Underwriter materially adversely affects the market for the Bonds;

(e) (i) No default by the Authority or the City shall have occurred and be continuing in the payment of the principal of or premium, if any, or interest on any bond, note or other evidence of indebtedness issued by the Authority or the City, respectively, and (ii) no bankruptcy, insolvency or other similar proceeding in respect of the Authority or the City shall be pending nor to the knowledge of the Authority or the City, contemplated;

(f) At or prior to the Closing, the Underwriter shall receive the following documents:

(1) Bond Counsel Opinions. The opinion of Bond Counsel, dated the Closing Date, in substantially the form included in the Official Statement as Appendix E, addressed to the Authority, together with a reliance letter addressed to the Underwriter stating that foregoing opinions of Bond Counsel may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it);

(2) Supplemental Opinion. A supplemental opinion of Bond Counsel, in form and substance satisfactory to the Underwriter dated the Closing Date, addressed to the Underwriter, substantially to the effect that:

(i) The Bonds are exempted securities under the Securities Act of 1933, as amended (the "1933 Act"), and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act") and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the 1933 Act or to qualify the Bond Resolution under the Trust Indenture Act;

(iii) The statements and information contained in the Official Statement Authority sections entitled "THE BONDS," "SECURITY FOR THE BONDS AND SOURCES OF PAYMENT THEREFOR," "TAX MATTERS," and in "APPENDIX B - SUMMARY OF PRINCIPAL LEGAL DOCUMENTS", excluding any material that may be treated as included under such captions by reference to other documents, insofar as such statements expressly summarize certain provisions of the Trust Agreement and the form and content of such counsel's bond opinion, are accurate in all material respects; and

(iv) Without passing upon nor assuming any responsibility for the accuracy (except as explicitly stated in paragraph (iii) above), completeness or fairness of any of the statements contained in the Official Statement, and make no representation that such counsel has independently verified the accuracy, completeness or fairness of any such statements, nor any responsibility for any electronic version of the Official Statement, in its



capacity as bond counsel to the Authority in connection with issuance of the Bonds, such counsel participated in conferences with the parties, their respective counsel, financial advisors and others, during which conferences the contents of the Official Statement and related matters were discussed. Based on such counsel's participation in the above-referenced conferences (which did not extend beyond the date of the Official Statement), and in reliance thereon, on oral and written statements and representations of the Issuer and others and on the records, documents, certificates, opinions and matters herein mentioned, subject to the limitations on the role of bond counsel, advises as a matter of fact and not opinion that no facts came to the attention of the attorneys in such counsel's firm rendering legal services with respect to the Official Statement which caused such counsel to believe that the Official Statement as of its date and as of the Closing Date (except for any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about feasibility, valuation, or any information about book-entry, DTC, ratings, rating agencies, Underwriter, underwriting, [the Insurer, the Policy], and the information contained in Appendices C, F and G included or referred to therein or omitted therefrom, which are expressly excluded from the scope of this paragraph and as to which no opinion or view shall be expressed) contained or contains any untrue statement of a material fact or omitted or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(3) Opinion of Authority Counsel. An opinion of counsel to the Authority, in form and substance satisfactory to the Underwriter dated the Closing Date, addressed to the Underwriter, substantially to the effect that:

(i) the Authority is a joint powers authority, duly created and lawfully existing under the laws of the State and has full power and authority to enter into this Purchase Agreement and to perform its duties and obligations hereunder;

(ii) the resolution of the Authority approving and authorizing the execution and delivery of the Trust Agreement, the Bonds and this Purchase Agreement and approving and authorizing the distribution of the Official Statement has been duly adopted, and has not been modified, amended or superceded;

(4) Opinion of Underwriter's Counsel. An opinion of counsel to the Underwriter in form and substance satisfactory to the Underwriter dated the Closing Date, addressed to the Underwriter, to the effect that:

(i) The Bonds are exempt from registration under the 1933 Act, and that the Bond Resolution is exempt from qualification under the Trust Indenture Act; and

(ii) Based upon their participation in the preparation of the Official Statement as counsel for the Underwriters and their participation at conferences at which the Official Statement was discussed, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, such counsel has no reason to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for any financial, forecast, technical and statistical statements and data included in the

Official Statement and the information regarding the Depository and its book-entry system, as to which no view need be expressed);

(5) Closing Certificate of Authority. A certificate of the Authority, dated the date of the Closing, signed on behalf of the Authority by a duly authorized representative of the Authority to the effect that, to the best of such representative's knowledge, the representations contained in Section 4 of this Purchase Agreement are true and correct as of the date of the Closing;

(6) 15c2-12 Certificates. Certificates, dated the date of the Preliminary Official Statement, from the Authority and the City, deeming the Preliminary Official Statement final for purposes of the Rule;

(7) Certificate of Trustee. A certificate, dated the Closing Date, signed by a duly authorized officer of the Trustee, to the effect that (i) the Trustee is a national banking association, duly organized and validly existing and in good standing under the laws of the United States, having full power and being qualified to enter, accept and administer the trust created under the Trust Agreement, (ii) all approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter that would constitute a condition precedent to the performance by the Trustee of its duties and obligations under the Trust Agreement have been obtained and are in full force and effect, and (iii) the acceptance of the duties and obligations of the Trustee under the Trust Agreement, and the consummation of the transactions on the part of the Trustee contemplated therein, and the compliance by the Trustee with the terms, conditions and provisions of such documents do not contravene any provisions of applicable law of regulation or any order or decree, writ or injunction of the Articles of Incorporation or Bylaws of the Trustee, and, to the best of such officer's knowledge, will not require the consent under, or result in a breach of or default under, any resolution, agreement or other instrument to which the Trustee is a party or by which it may be bound;

(8) Opinion of Counsel to Trustee. An opinion of counsel to the Trustee, dated the Closing Date, addressed to the Underwriter and the Authority, to the effect that (i) the Trustee is duly organized and validly existing under the laws of the United States of America, having full power and being qualified to enter into, accept and agree to the provisions of the Trust Agreement and (ii) the Trust Agreement has been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery by the other respective parties thereto, constitute the valid and binding obligations of the Trustee enforceable in accordance with its respective terms, subject to laws relating to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases;

(9) Resolutions. Certified copies of the respective resolutions of the City and the Authority Resolution, and a Resolution of the Trustee authorizing the execution and delivery of the Trust Agreement;

(10) Legal Documents. Two copies of each of the Authority Documents and the Official Statement, duly executed and delivered by the respective parties thereto;

(11) Tax Certificate. Tax Certificate of the Authority and the City, in form satisfactory to Bond Counsel;

(12) Rating. Evidence that the ratings on the Bonds described in the Official Statement are in full force and effect on the Closing Date;

(13) Verification Agent Certificate. A copy of a special report prepared by Grant Thornton LLP, as verification agent, addressed to the Authority, City, Bond Counsel and the Underwriter, verifying (i) the arithmetical computations of the adequacy of the maturing principal and interest on the Government Obligations (as defined in the Escrow Agreement) and uninvested cash on hand under the Escrow Agreement to pay, when due, the principal of and interest on the Prior Bonds (as defined in the Escrow Agreement), and (ii) the computation of the yield with respect to the Government Obligations and the Bonds;

(14) Escrow Agent Certificate. A certificate of the Escrow Agent with respect to the Prior Bonds (as defined in the Escrow Agreement) to the effect that moneys or Government Obligations (as defined in the Escrow Agreement) sufficient to effectuate the refunding of the Prior Bonds will be deposited in an escrow fund under the Escrow Agreement.

(15) Continuing Disclosure. A Continuing Disclosure undertaking substantially in the form presented in the Official Statement.

(16) CDIAC Statements. Copies of the Notices of Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 53583 of the California Government Code and Section 8855(g) of the California Government Code.

(17) Other Items Requested by Counsel. Such additional certificates, instruments and other documents as the Underwriter or its counsel may reasonably deem necessary to evidence the truth and accuracy as of the time of the Closing of the representations of the Authority under this Purchase Agreement and the due performance or satisfaction by the Authority at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Authority.

7. Termination. The Underwriter shall have the right to cancel its obligation to purchase the Bonds if, between the date of this Agreement and the Closing, the market price or marketability of the Bonds shall be materially adversely affected, in the sole judgment of the Underwriter, by the occurrence of any of the following:

(a) Legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the Legislature of the State or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation or state income taxation upon interest received on obligations of the general character of the Bonds or, with respect to state taxation, of the interest on the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax

consequences or state income tax consequences of any of the transactions contemplated herein;

(b) Legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, 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 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, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Trust Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) Any state Blue Sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(d) A general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) The New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, Underwriter;

(f) Any amendment to the federal or State Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Authority, its property, income securities (or interest thereon), or the validity or enforceability of the reassessments to pay principal of and interest on the reassessment bonds issued by the City and purchased by the Authority in connection with the Bonds;

(g) Any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of 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;

(h) There shall have occurred any materially adverse change in the affairs or financial condition of the Authority or the City;

(i) The United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities;

(j) There shall have occurred any national or international calamity or crisis in the financial markets or otherwise of the United States or elsewhere;

(k) Any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;

(l) There shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Authority's obligations; and

(m) The purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

(n) The debt ceiling of the United States is such that the Government Obligations (as defined in the Escrow Agreement) required to fund the Escrow Agreement are not available for delivery on the date of the delivery of the Bonds.

#### 8. Expenses.

(a) The Underwriter shall be under no obligation to pay, and the Authority shall pay all expenses incident to the performance of the Authority's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Bonds, Preliminary Official Statement, Official Statement and any amendment or supplement thereto; (ii) the fees and disbursements of Bond Counsel; (iii) the fees and disbursements of the Financial Advisor to the Authority, if any; (iv) the fees and disbursements of any Trustee, Escrow Agent or engineers, accountants, and other experts, consultants or advisers retained by the Authority, if any; and (v) all fees and expenses in connection with obtaining bond ratings. The Authority shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter which are incidental to implementing this Bond Purchase Agreement and the issuance of the Bonds.

(b) The Underwriter shall pay fees, if any, payable to the California Debt and Investment Advisory Commission in connection with the issuance of the Bonds and all other expenses incurred by the Underwriter in connection with the public offering of the Bonds. The Authority acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

(c) Except as provided for above, the Underwriter shall pay (i) the cost of preparation and printing of this Agreement, the Blue Sky analysis; (ii) all advertising expenses in connection with the public offering of the Bonds; and (iii) all other expenses incurred by them in connection with the public offering of the Bonds, including the fees and disbursements of counsel retained by the Underwriter.

(d) If this Agreement shall be terminated by the Underwriter because of any failure or refusal on the part of the Authority to comply with the terms or to fulfill any of the

conditions of this Agreement, or if for any reason the Authority shall be unable to perform its obligations under this Agreement, the Authority will reimburse the Underwriter for all out-of-pocket expenses (including the fees and disbursements of counsel to the Underwriter) reasonably incurred by the Underwriter in connection with this Agreement or the offering contemplated hereunder.

9. Notices. Any notice or other communication to be given to the Authority under this Bond Purchase Agreement may be given by delivering the same in writing to the Stockton Public Financing Authority, c/o City of Stockton, 425 N. El Dorado Street, Stockton, CA 95202, Attn: City Manager and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to RBC Capital Markets, LLC, 345 California Street, Suite 2800, San Francisco, California 94104.

10. Parties in Interest. This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Authority and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Authority. All of the Authority's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Underwriter; (ii) delivery of and payment for the Bonds pursuant to this Agreement; and (iii) any termination of this Agreement.

11. Effectiveness. This Agreement shall become effective upon the acceptance hereof by the Authority and shall be valid and enforceable at the time of such acceptance.

12. Choice of Law. This Agreement shall be governed by and construed in accordance with the law of the State of California.

13. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

14. Business Day. For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

15. Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

16. Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriter. This Agreement shall become a binding agreement between you and the Underwriter when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Very truly yours,

RBC CAPITAL MARKETS, LLC

By: \_\_\_\_\_  
Managing Director

ACCEPTED at \_\_\_\_\_ Pacific Daylight Saving Time this \_\_\_\_\_ day of August, 2014:

STOCKTON PUBLIC FINANCING AUTHORITY

By: \_\_\_\_\_  
Authorized Signatory

ACKNOWLEDGED AND ACCEPTED:

CITY OF STOCKTON

By: \_\_\_\_\_  
Authorized Signatory





**EXHIBIT A****MATURITY SCHEDULE**

Maturity September 2	Principal Amount	Interest Rate	Yield	Price
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† Term Bonds

**Mandatory Sinking Fund Redemption**

The Bonds maturing on September 2, \_\_\_\_\_ are subject to mandatory redemption at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on September 2 in the respective years as set forth in the following table.

Sinking Fund  
Redemption Date  
(September 2)

Principal Amount  
To Be Redeemed

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**CONTINUING DISCLOSURE AGREEMENT**

**by and among**

**STOCKTON PUBLIC FINANCING AUTHORITY,**

**CITY OF STOCKTON**

**and**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,  
AS TRUSTEE**

**Dated as of August 1, 2014**

**Stockton Public Financing Authority  
Limited Obligation Revenue Bonds  
(Mosher Reassessment District 2014-1), Series 2014**

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## CONTINUING DISCLOSURE AGREEMENT

**THIS CONTINUING DISCLOSURE AGREEMENT** (this “Disclosure Agreement”), dated as of August 1, 2014, is by and among the STOCKTON PUBLIC FINANCING AUTHORITY, a joint exercise of powers agency duly organized and existing under the laws of the State of California (the “Authority”), the CITY OF STOCKTON, a charter city and municipal corporation duly organized and existing under and by virtue of its charter and the Constitution and laws of the State of California (the “City”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as trustee (the “Trustee”), in connection with the issuance of the Authority’s Limited Obligation Revenue Bonds (Mosher Reassessment District 2014-1), Series 2014 (the “Bonds”) pursuant to a Trust Agreement, dated as of August 1, 2014, between the Authority and the Trustee (the “Trust Agreement”),

### WITNESSETH:

**WHEREAS**, the Bonds are being issued by the Authority to assist the City in the refinancing of certain improvements of benefit to property within Mosher Assessment District 2003-02 which was previously established by the City;

**WHEREAS**, the City previously issued its City of Stockton Limited Obligation Improvement Bonds Mosher Assessment District 2003-02 (the “Prior Bonds”) to provide the City with money to finance the construction and acquisition of certain public improvements;

**WHEREAS**, the City has formed its City of Stockton, Mosher Reassessment District No. 2014-1 (the “Reassessment District”) and concurrently with the issuance of the Bonds, the City is issuing a series of reassessment bonds designated as the “City of Stockton Limited Obligation Improvement Bonds, Mosher Reassessment District No. 2014-1” (the “Local Obligations”) the proceeds of which will be used to refund a the Prior Bonds.;

**WHEREAS**, the Local Obligations are secured by liens of unpaid reassessments (the “Reassessments”) levied on property in the Reassessment District, and payments under the Local Obligations are calculated to be sufficient to permit the Authority to pay the principal of, premium, if any, and interest on the Bonds when due.;

**WHEREAS**, the proceeds of the Bonds are being used by the Authority to purchase the Local Obligations; and

**WHEREAS**, this Disclosure Agreement is being executed and delivered by the Authority, the City and the Trustee for the benefit of the holders and beneficial owners of the Bonds and in order to assist the underwriters of the Bonds in complying with Securities and Exchange Commission Rule 15c2-12(b)(5);

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

**Section 1. Definitions.** Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Disclosure Agreement have the meanings herein specified.

Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Trust Agreement. The Authority and the City are collectively referred to herein as the "Obligated Party," however either may delegate to the other the sole responsibility as the Obligated Party hereunder.

**"Annual Report"** means any Annual Report provided by the Reassessment District pursuant to, and as described in, Sections 2 and 3 hereof.

**"Annual Report Date"** means the date in each year that is the first day of the month following the eighth month after the end of the Reassessment District's fiscal year, which date, as of the date of this Disclosure Agreement, is March 1.

**"Bonds"** means the Stockton Public Financing Authority Limited Obligation Revenue Bonds (Mosher Reassessment District 2014-1), Series 2014 issued pursuant to the Trust Agreement.

**"Disclosure Representative"** means the City Manager or Chief Financial Officer of the City or his or her designee, or such other officer or employee of the City as the City shall designate in writing to the Trustee from time to time.

**"Dissemination Agent"** means Willdan Financial Services, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Reassessment District and which has filed with the Trustee a written acceptance of such designation.

**"Listed Events"** means any of the events listed in subsection (a) or subsection (b) of Section 4 hereof.

**"MSRB"** means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

**"Official Statement"** means the Official Statement, dated August \_\_, 2014, relating to the Bonds.

**"Participating Underwriter"** means any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering 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 the same may be amended from time to time.

**"Trustee"** means Wells Fargo Bank, National Association, as Trustee under the Trust Agreement, or any successor thereto as Trustee thereunder, substituted in its place as provided therein.

**Section 2. Provision of Annual Reports.** (a) The Obligated Party shall, or shall cause the Dissemination Agent to, provide to the MSRB an Annual Report which is consistent with the requirements of Section 3 hereof, not later than the Annual Report Date, commencing with the report for the 2013-14 Fiscal Year. The Annual Report may include by reference other information as provided in Section 3 hereof; provided, however, that the audited financial statements of the City, if any, may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's fiscal year changes, it shall, or it shall instruct the Dissemination Agent to, give notice of such change in a filing with the MSRB. The Annual Report shall be submitted on a standard form in use by industry participants or other appropriate form and shall identify the Bonds by name and CUSIP number.

(b) Not later than 15 business days prior to the date specified in subsection (a) of this Section for the providing of the Annual Report to the MSRB, the Obligated Party shall provide the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). If by such date, the Trustee has not received a copy of the Annual Report, the Trustee shall contact the Obligated Party and the Dissemination Agent to determine if the Obligated Party is in compliance with the first sentence of this subsection (b).

(c) If the Trustee is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a) of this Section, the Trustee shall, in a timely manner, send a notice to the MSRB in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) provide any Annual Report received by it to the MSRB, as provided herein; and

(ii) file a report with the Authority and the City and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided to the MSRB.

**Section 3. Content of Annual Reports.** The Annual Report shall contain or include 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, if any, are not available by the time the Annual Report is required to be filed pursuant to subsection (a) of Section 2 hereof, the Annual Report shall contain unaudited financial statements in a format similar to that used for the City's audited financial statements, and the audited financial statements, if any, shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, financial information and operating data with respect to the City for the preceding fiscal year, substantially similar to that provided in the corresponding tables in the Official Statement:

(i) A statement of the amounts on deposit in each fund or account established under the Trust Agreement (except the Rebate Fund and the Expense Fund);

(ii) A table showing the most recent County assessed valuation and reassessment balance for parcels within the Reassessment District, similar to the "Summary of Assessed Values and Value to Lien Ratio" table presented in the Official Statement;

(iii) Information concerning any delinquencies in the payment of Reassessment installments securing the Local Obligations including (a) the total amount of delinquencies in the Reassessment District, both as a dollar amount and as a percentage of the total levy for the Fiscal Year and (b) with respect to any delinquency of an owner which holds land subject to more than 5% of the Reassessment liens securing the Local Obligations, the following information:

(1) Assessor's Parcel Number;

(2) Record owner of the parcel;

(3) Amount of delinquency, including separate statement of amounts representing principal, interest, administrative expenses of levy, penalties and interest on delinquency;

(4) Due date of first delinquent installment; and

(5) Status of foreclosure action, if any; and

(iv) Assessed value of taxable property within the Reassessment District and the Reassessment District's total property tax levy, in each case for the current fiscal year;

(v) Outstanding borrowings and long-term obligations, including:

(1) general obligation bonds, certificates of participation, capital leases and operating leases payable from or secured by the Reassessments;

(2) a description of any obligations of the type referred to in (1) above that have been issued, entered into or incurred since the beginning of the City's current fiscal year; and

(3) a description of any obligations of the type referred to in (1) above that the Reassessment District reasonably expected to be issued, entered into or incurred within the 60 day period following the date of filing of the Annual Report.

(vi) Any payment default of the Local Obligations; and



(vii) A table showing the most recent County assessed valuation and Reassessment balance for parcels within the Reassessment District, similar to the "Summary of Assessed Values and Value to Lien Ratio" table presented in the Official Statement;

(viii) Information concerning any delinquencies in the payment of Reassessment installments securing the Local Obligations including (a) the total amount of delinquencies in the Reassessment District, both as a dollar amount and as a percentage of the total levy for the Fiscal Year and (b) with respect to any delinquency of an owner which holds land subject to more than 5% of the Reassessment liens securing the Local Obligations, the following information:

(1) Assessor's Parcel Number;

(2) Record owner of the parcel;

(3) Amount of delinquency, including separate statement of amounts representing principal, interest, administrative expenses of levy, penalties and interest on delinquency;

(4) Due date of first delinquent installment; and

(5) Status of foreclosure action, if any; and

(ix) Assessed value of taxable property within the Reassessment District and the Reassessment District's total property tax levy, in each case for the current fiscal year;

(x) Outstanding borrowings and long-term obligations, including:

(1) general obligation bonds, certificates of participation, capital leases and operating leases payable from or secured by Reassessments;

(2) a description of any obligations of the type referred to in (1) above that have been issued, entered into or incurred since the beginning of the City's current fiscal year; and

(3) a description of any obligations of the type referred to in (1) above that the Reassessment District reasonably expected to be issued, entered into or incurred within the 60 day period following the date of filing of the Annual Report; and

(xi) Any payment default of the Local Obligations;

(xii) A table showing the most recent County assessed valuation, similar to the "Summary of Assessed Values and Value to Lien Ratio" table presented in the Official Statement; and

(c) In addition to any of the information expressly required to be provided under subsections (a) and (b) of this Section, the Obligated Party shall 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.

Any or all of the items described above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been submitted to the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify each such other document so included by reference.

**Section 4. Reporting of Significant Events.** (a) Pursuant to the provisions of this Section, the Obligated Party shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than ten business days after the occurrence of the event:

- (i) Principal and interest payment delinquencies.
- (ii) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (iii) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (iv) Substitution of credit or liquidity providers, or their failure to perform.
- (v) Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB).
- (vi) Tender offers.
- (vii) Defeasances.
- (viii) Rating changes.
- (ix) Bankruptcy, insolvency, receivership or similar event of the obligated person.

For purposes of the event identified in paragraph (ix), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. 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 obligated person, or if such jurisdiction has been assumed by leaving the existing governmental 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 obligated person.

(b) Pursuant to the provisions of this Section, the Obligated Party shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, in a timely manner not later than ten business days after the occurrence of the event:

(i) Unless described in paragraph (v) of subsection (a) of this Section, other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds.

(ii) Modifications to rights of holders of the Bonds.

(iii) Optional, unscheduled or contingent Bonds calls.

(iv) Release, substitution, or sale of property securing repayment of the Bonds.

(v) Non-payment related defaults.

(vi) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the 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.

(vii) Appointment of a successor or additional Trustee or the change of name of a Trustee.

(c) The Trustee shall, within one business day of obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Disclosure Representative and inform such person of the event.

(d) Whenever the Obligated Party obtains knowledge of the occurrence of a Listed Event described in subsection (b) of this Section, the Obligated Party shall determine if such event would be material under applicable Federal securities law. The Trustee shall have no responsibility to determine the materiality of any of the Listed Events.

(e) Whenever the Obligated Party obtains knowledge of the occurrence of a Listed Event described in subsection (a) of this Section, or determines that the occurrence of a Listed Event described in subsection (b) of this Section is material under subsection (d) of this Section, the Obligated Party shall, or shall cause the Dissemination Agent to, file a notice of the occurrence of such Listed Event with the MSRB within ten business days of such occurrence.

(f) Notwithstanding the foregoing, notice of Listed Events described in paragraph (iii) of subsection (a) of this Section and in paragraph (vii) of subsection (a) of this Section need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds pursuant to the Trust Agreement.

**Section 5. Format for Filings with MSRB.** Any report or filing with the MSRB pursuant to this Disclosure Agreement must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

**Section 6. Termination of Reporting Obligation.** The obligations of the Obligated Party, the Trustee and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior prepayment or payment in full of all of the Bonds. If such termination occurs prior to the final principal payment date of the Bonds, the Obligated Party shall give notice of such termination in a filing with the MSRB.

**Section 7. Dissemination Agent.** The Obligated Party may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent (if other than the Trustee), with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent. The Dissemination Agent, if other than the Trustee, may resign by providing thirty days written notice to the Authority and the City.

**Section 8. Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Authority, the City and the Trustee may amend this Disclosure Agreement (and the Trustee shall agree to any amendment so requested by the Authority or the City so long as such amendment does not adversely affect the rights or obligations of the Trustee hereunder), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

- (a) if the amendment or waiver relates to the provisions of subsection (a) of Section 2 hereof, Section 3 hereof or subsections (a) or (b) of Section 4 hereof, 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 the type of business conducted;
- (b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (c) the proposed amendment or waiver (i) is approved by holders of the Bonds in the manner provided in the Trust Agreement for amendments to the Trust Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of holders or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Obligated Party shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Obligated Party. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements

(i) notice of such change shall be given in a filing with the MSRB, and (ii) the Annual Report for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

**Section 9. Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Obligated Party from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice required to be filed pursuant to this Disclosure Agreement, in addition to that which is required by this Disclosure Agreement. If the Obligated Party chooses to include any information in any Annual Report or notice in addition to that which is specifically required by this Disclosure Agreement, the Obligated Party shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event or any other event required to be reported.

**Section 10. Default.** In the event of a failure of the Authority, the City, the Trustee or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the written direction of any Participating Underwriter or the holders of at least 25% of the aggregate amount of principal evidenced by Outstanding Bonds, shall, upon receipt of indemnification reasonably satisfactory to the Trustee), 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 Authority, the City, the Trustee or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Trust Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Authority, the City, the Trustee or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

**Section 11. Duties, Immunities and Liabilities of Trustee and Dissemination Agent.** Article VIII of the Trust Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Trust Agreement. The Dissemination Agent shall be entitled to the protections and limitations from liability afforded to the Trustee under the Trust Agreement. Neither the Trustee nor the Dissemination Agent shall be responsible for the form or content of any Annual Report or notice of Listed Event. The Dissemination Agent shall receive reasonable compensation for its services provided under this Disclosure Agreement. The Dissemination Agent (if other than the Trustee or the Trustee in its capacity as Dissemination Agent) shall have only such duties as are specifically set forth in this Disclosure Agreement. To the extent permitted by law, the City shall indemnify and save the Dissemination Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence or its willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

**Section 12. Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Authority, the City, the Trustee, the Dissemination Agent, the Participating Underwriter

and the holder and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

**Section 13. Counterparts.** This Disclosure Agreement 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 parties hereto have executed this Disclosure Agreement as of the date first above written.

**STOCKTON PUBLIC FINANCING  
AUTHORITY**

By: \_\_\_\_\_  
Chief Financial Officer

**CITY OF STOCKTON**

By: \_\_\_\_\_  
Chief Financial Officer

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Trustee**

By: \_\_\_\_\_  
Authorized Officer

**ACCEPTED AND AGREED TO:**

**WILLDAN FINANCIAL SERVICES, as  
Dissemination Agent**

By: \_\_\_\_\_  
Authorized Representative



**EXHIBIT A**  
**NOTICE OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: Stockton Public Financing Authority

Name of Issue: Stockton Public Financing Authority Limited Obligation Revenue Bonds (Mosher Reassessment District 2014-1), Series 2014

Obligated Party: City of Stockton

Date of Issuance: August \_\_, 2014

NOTICE IS HEREBY GIVEN that the City of Stockton (the “City”) has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement, dated as of August 1, 2014, by and among the Stockton Public Financing Authority, the City and Wells Fargo Bank, National Association, as Trustee. [The City anticipates that the Annual Report will be filed by \_\_\_\_\_.]

Dated: \_\_\_\_\_

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Trustee, on behalf of  
the City of Stockton, California

cc: Stockton Public Financing Authority  
City of Stockton

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**ESCROW AGREEMENT**

**by and between the**

**CITY OF STOCKTON**

**and**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

**as Escrow Agent**

**Dated as of August 1, 2014**

**relating to the**

**City of Stockton  
Limited Obligation Improvement Bonds  
Mosher Assessment District 2003-02**

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## ESCROW AGREEMENT

This ESCROW AGREEMENT (the “Escrow Agreement”), executed and entered into as of August 1, 2014, by and between the CITY OF STOCKTON, a public municipality duly organized and existing under the laws of the State of California (the “City”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America and being qualified to accept and administer the escrow hereby created (the “Escrow Agent”);

### WITNESSETH:

**WHEREAS**, Wells Fargo Bank, National Association is the fiscal agent (the “Fiscal Agent”) for the City of Stockton Limited Obligation Improvement Bonds Mosher Assessment District 2003-02 (the “Prior Bonds”) issued under and pursuant to the Fiscal Agent Agreement (the “Fiscal Agent Agreement”) dated as of September 1, 2003 by and between the City and the Fiscal Agent and under and pursuant to the conditions and terms of the Improvement Bond Act of 1915, being Division 10 of the California Streets and Highways Code (the “1915 Act”) in and for Mosher Assessment District 2003-02 (the “Assessment District”);

**WHEREAS**, on September 10, 2003, the City issued \$18,500,000 principal amount of bonds designated “City of Stockton Limited Obligation Improvement Bonds Mosher Assessment District 2003-02” (the “Prior Bonds”) of which the unmatured principal amount of [\$14,810,000] remains outstanding;

**WHEREAS**, the City has determined that it is in the best interests of the City and its residents to refund the outstanding Prior Bonds as herein provided; and

**WHEREAS**, the City has issued \$\_\_\_\_\_ aggregate principal amount of its City of Stockton Limited Obligation Improvement Bonds, Mosher Reassessment District No. 2014-1 (the “Local Obligations”) pursuant to a resolution adopted by the City Council on July 29, 2014, for the purpose of providing funds, in part, for refunding all of the outstanding Prior Bonds as provided therein; and

**WHEREAS**, the Authority has issued \$\_\_\_\_\_ aggregate principal amount of its Stockton Public Financing Authority Limited Obligation Revenue Bonds (Mosher Reassessment District 2014-1) Series 2014 (the “Revenue Bonds”) pursuant to a Trust Agreement, dated as of August 1, 2014 (the “Trust Agreement”), by and between the Authority and Wells Fargo Bank, National Association, as trustee, for the purpose of acquiring the Local Obligations; and

**WHEREAS**, the purchaser of the Revenue Bonds will transfer to the Escrow Agent a portion of the purchase price of the Revenue Bonds in the amount of \$\_\_\_\_\_ for deposit into the Escrow Fund held by the Escrow Agent; and

**WHEREAS**, the City will cause to be transferred to the Escrow Agent all of the amounts in the prior funds relating to the Prior Bonds; and

**WHEREAS**, the City has taken action to cause to be made available for purchase by the Escrow Agent, from amounts on deposit in the Escrow Fund, [Government Obligations, initially

consisting of certain State and Local Government Series securities or “SLGS”,] listed on Schedule I attached hereto and made a part hereof, in an aggregate principal amount which, together with the money deposited in the Escrow Fund hereinafter referred to at the same time as such deposit and the income to accrue on such securities, will be sufficient, as certified by \_\_\_\_\_, independent certified public accountants, to provide for the payment of the interest on the Prior Bonds, as such interest becomes due and payable, and for the payment of all principal and any redemption premium on the Prior Bonds, to be transferred by the Escrow Agent to the Fiscal Agent on or before the date of redemption; and

**WHEREAS**, the provisions of the Fiscal Agent Agreement are incorporated herein by reference as if set forth herein in full;

**NOW, THEREFORE**, the City and the Escrow Agent hereby agree as follows:

**Section 1. Establishment and Maintenance of Escrow Fund.** The Escrow Agent agrees to establish and maintain the Escrow Fund (the “Escrow Fund”) until the Prior Bonds have been paid as provided herein, and, except as provided in Sections 2 and 3 hereof, to hold the Government Obligations and the money (whether constituting the initial deposit in the Escrow Fund or constituting receipts on the Government Obligations) in the Escrow Fund at all times as a separate redemption account wholly segregated from all other securities, investments or money held by it. The City hereby directs the Escrow Agent to deposit in the Escrow Fund the amount of \$\_\_\_\_\_, representing the sum of the following:

Amount from Prior Bonds from the City

Prior Reserve Fund	\$
Prior Redemption Fund	\$
Bond Proceed	\$
Total	\$

The Escrow Agent shall immediately apply all of the money on deposit in the Escrow Fund to acquire on the date of issuance of the Local Obligations the Government Obligations set forth, at the prices set forth, in Schedule I. All securities and money in the Escrow Fund are hereby irrevocably pledged, subject to the provisions of Sections 2 and 3 hereof, to secure the payment of the Prior Bonds as provided herein; provided, that any money held in the Escrow Fund that is not used for the payment of the Prior Bonds shall be repaid to the City free from the escrow created by the Escrow Agreement.

**Section 2. Investment of Money in the Escrow Fund.** The Escrow Agent shall purchase the Government Obligations with amounts in the Escrow Fund. If amounts of interest on or payments of principal of the Government Obligations deposited in the Escrow Fund are received by the Escrow Agent in excess amounts or Prior to the date on which such receipts are to be applied pursuant to Section 4 to the refunding of the Prior Bonds, the Escrow Agent shall, upon the written request of the City, invest such receipts until the next interest or principal payment of the Prior Bonds in Government Obligations (including obligations issued or held in book-entry form on the books of the Department of the Treasury). Any receipts on investments

made pursuant to this section in excess of the cost of such investments which are not needed for the refunding of the Prior Bonds as shown in the verification report of Grant Thornton, LLP, Minneapolis, Minnesota dated August \_\_, 2014, or a more recent report required to be delivered pursuant to Section 3 hereof, shall be remitted to the City free from the escrow created by the Escrow Agreement. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this section and in full compliance with the provisions hereof. The Escrow Agent and its affiliates may act as principal agent, sponsor, depository or advisor with respect to the holding or making of any investments.

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 Escrow Agent will furnish the City periodic transaction statements which include detail for all investment transactions made by the Escrow Agent hereunder; provided that the Escrow Agent is not obligated to provide an accounting for any fund or account that (a) has a balance of \$0.00 and (b) has not had any activity since the last reporting date.

**Section 3. Substitution of Securities in the Escrow Fund; Reinvestments.** Upon written request of the City, and after receiving from the City an unqualified opinion of a nationally recognized bond counsel that such substitution will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Prior Bonds or the Local Obligations and after receiving from the City a written report of a firm of independent certified public accountants (the “Verification Report”) to the effect that the substitute securities will mature in such principal amounts and earn interest in such amounts and at such times so that sufficient money excluding reinvestment earnings will be available to provide for the payment of the interest on all outstanding Prior Bonds as such interest becomes due and payable, for the payment of all principal and any redemption premium on the Prior Bonds, the Escrow Agent shall sell, redeem or otherwise dispose of any securities in the Escrow Fund if, but only if, there are first substituted therefor, from the proceeds of such securities, other Government Obligations (including obligations issued or held in book-entry form on the books of the Department of the Treasurer). Any excess proceeds of the sale, redemption or other disposition of such securities in the Escrow Fund (derived in connection with a substitution as provided in this Section) shall be remitted to the City, upon its written request, free from the escrow created by the Escrow Agreement as shown in the Verification Report. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this section and in full compliance with the provisions hereof.

The Escrow Agent shall, solely at the written request of the City, reinvest amounts received as principal and interest upon the maturity of the Government Obligations in Government Obligations maturing in each case on or before the date such amounts are required to pay the redemption price only if the Escrow Agent has received an opinion of nationally recognized bond counsel to the effect that such investment will not adversely affect the exemption from federal and state income taxes of interest on the Prior Bonds or the Local Obligations.

Under no circumstances shall the City direct that any moneys held hereunder be reinvested in securities or obligations, the acquisition of which would cause the Prior Bonds or the Local Obligations to be an “arbitrage bond” as defined in Section 148(a) of the Internal Revenue Code of 1986 and relevant regulations of the United States Agency of the Treasury, or in securities other than Government Obligations.

**Section 4. Payment from the Escrow Fund.** The Escrow Agent is hereby irrevocably instructed to, and the Escrow Agent hereby agrees to, collect and deposit in the Escrow Fund the interest on and principal of all Government Obligations held in the Escrow Fund promptly as such interest and principal become due, and to use such interest and principal, together with any other money and the interest and principal of any other securities deposited in the Escrow Fund, to provide for the payment of the interest on, and principal and redemption premiums of, all outstanding Prior Bonds and for the redemption of all remaining principal of the Prior Bonds on September 2, 2014, by transferring the respective redemption prices to the Fiscal Agent on September 1, 2014. The redemption price for the Prior Bonds is \$\_\_\_\_\_.

**Section 5. Deficiencies in the Escrow Fund.** If at any time the Escrow Agent shall have actual knowledge that the money in the Escrow Fund, including the anticipated proceeds of the Government Obligations, will not be sufficient to make all payments required by Section 4 hereof, the Escrow Agent shall notify the City in writing as soon as reasonably practicable of such fact, stating the amount of such deficiency and the reason therefor (if known to it), and the City shall use its best efforts to obtain and deposit with the Escrow Agent for deposit in the Escrow Fund, but only from funds, if any, lawfully available for such purpose, such additional money as may be required to provide for the making of all such payments. The City shall incur no liability if funds lawfully available are not sufficient for such purpose. The Escrow Agent shall in no event or manner be responsible for the failure of the City to make any such deposit.

**Section 6. Notice to Bond Owners of the Prior Bonds.** The Escrow Agent is further instructed to give notice of the redemption of the Prior Bonds, conditioned upon the receipt of proceeds of the Refunding Bonds, as previously instructed by the City and at the time and in the manner provided in the 2.03(C) of the Fiscal Agent Agreement for the redemption of the Prior Bonds on September 2, 2014.

**Section 7. Compensation and Indemnification of the Escrow Agent.**

(a) The City shall pay the Escrow Agent a fee for its services hereunder and shall reimburse the Escrow Agent for its out-of-pocket expenses (including but not limited to the fees and expenses, if any, of its counsel or accountants) incurred by the Escrow Agent in connection with these services, all as more particularly agreed upon by the City and the Escrow Agent; provided, that these fees and expenses shall in no event be deducted from the Escrow Fund. Under no circumstances shall the Escrow Agent assert a lien on the Escrow Fund for any of its fees or expenses.

(b) The City agrees to indemnify the Escrow Agent, its agents and its officers or employees for, and hold the Escrow Agent, its agents and its officers or employees harmless from, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind (including, without limitation, reasonable fees and

disbursements of counsel or accountants for the Escrow Agent) which may be imposed on, incurred by, or asserted against the Escrow Agent or such other party at any time by reason of its performance of Escrow Agent's services, in any transaction arising out of the Escrow Agreement or any of the transactions contemplated herein, unless due to the negligence or willful misconduct of the particular indemnified party. Such indemnity shall survive the discharge of this Escrow Agreement or resignation or removal of the Escrow Agent.

**Section 8. Functions of the Escrow Agent.**

(a) The Escrow Agent is entering into this Escrow Agreement in its capacity as Fiscal Agent under the Fiscal Agent Agreement. Moneys held by the Escrow Agent hereunder are to be held and applied for the payment of Prior Bonds in accordance with the Fiscal Agent Agreement.

(b) The Escrow Agent undertakes to perform only such duties as are expressly and specifically set forth in the Escrow Agreement and no implied duties or obligations shall be read into the Escrow Agreement against the Escrow Agent.

(c) The Escrow Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, and shall be protected and indemnified as stated in the Escrow Agreement, in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document, report or opinion furnished to the Escrow Agent and reasonably believed by the Escrow Agent to have been signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate, document, report or opinion.

(d) The Escrow Agent shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Escrow Agent be liable for any special, indirect or consequential damages, even if parties know of the possibility of such damages. The Escrow Agent shall have no duty or responsibility under the Escrow Agreement in the case of any default in the performance of covenants or agreements contained in the Fiscal Agent Agreement or in the case of the receipt of any written demand with respect to such default. The Escrow Agent is not required to resolve conflicting demands to money or property in its possession under the Escrow Agreement.

(e) The Escrow Agent may consult with counsel of its own choice (which may be counsel to the City) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action in accordance with such opinion of counsel.

(f) The Escrow Agent shall not be responsible for any of the recitals or representations contained herein or in the Fiscal Agent Agreement.

(g) The Escrow Agent may become the owner of, or acquire any interest in, any of the Local Obligations or the Local Obligations with the same rights that it would have if it were not the Escrow Agent, and may engage or be interested in any financial or other transaction with the City.



(h) The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the Government Obligations and moneys to make the payments of principal and interest evidenced and represented by the Local Obligations in accordance with Section 4.

(i) The Escrow Agent shall not be liable for any action or omission of the City under the Escrow Agreement, the Fiscal Agent Agreement or the Trust Agreement.

(j) Whenever in the administration of this Escrow Agreement the Escrow 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 negligence or willful misconduct on the part of the Escrow Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be full warrant to the Escrow Agent for any action taken or suffered by it under the provisions of the Escrow Agreement upon the faith thereof.

(k) The Escrow Agent may at any time resign by giving written notice to the City of such resignation, whereupon the City shall promptly appoint a successor Escrow Agent by the resignation date. Resignation of the Escrow Agent will be effective given as stated above or upon appointment of a successor Escrow Agent, whichever first occurs. If the City does not appoint a successor Escrow Agent by the resignation effective date, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent (or may deposit with the court the Government Obligations and money or other property held by it in trust under the Escrow Agreement), which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Agent. After receiving a notice of resignation of an Escrow Agent, the City may appoint a temporary Escrow Agent to replace the resigning Escrow Agent until the City appoints a successor Escrow Agent. Any such temporary Escrow Agent so appointed by the City shall immediately and without further act be superseded by the successor Escrow Agent so appointed.

(l) The Escrow Agent will provide the City with annual statements for the Escrow Fund maintained hereunder.

**Section 9. Merger or Consolidation.** Any company into which the Escrow 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 Escrow Agent may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Escrow Agent, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

**Section 10. Amendment.** This Escrow Agreement may not be revoked or amended by the parties hereto unless there shall first have been filed with the City and the Escrow Agent (i) a written opinion of nationally recognized bond counsel stating that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of interest evidenced by the Prior Bonds or the Local Obligations and (ii) unless such amendment is not materially adverse to the interests of the registered owners of the Prior Bonds or the Local

Obligations, the written consent of all the registered owners of the Prior Bonds or the Local Obligations then outstanding.

**Section 11. Notices.** All notices and communications hereunder shall be in writing and shall be deemed to be duly given if received or sent by first class mail, as follows:

If to the City:

City of Stockton  
425 N. El Dorado Street  
Stockton, CA 95202  
Attention: Chief Financial Officer

If to the Escrow Agent:

Wells Fargo Bank, National Association  
N9303-121  
6<sup>th</sup> & Marquette Avenue  
Minneapolis, MN 55479  
Attention: Corporate Trust Services  
Ref: Stockton Mosher Assessment District 2003-02

**Section 12. Severability.** If any section, paragraph, sentence, clause or provision of the Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of the Escrow Agreement.

**Section 13. Governing Law.** This Escrow Agreement shall be construed and governed in accordance with the laws of the State of California.

**Section 14. Headings.** Any headings preceding the text of the several Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Escrow Agreement, nor shall they affect its meaning, construction or effect.

**Section 15. Execution.** The Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same agreement.

**IN WITNESS WHEREOF**, the City and the Escrow Agent have caused the Escrow Agreement to be executed each on its behalf as of the day and year first above written.

**CITY OF STOCKTON**

By \_\_\_\_\_  
Chief Financial Officer

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Escrow Agent**

By \_\_\_\_\_  
Authorized Officer

## APPENDIX A

## SCHEDULE I

Government Obligations

<u>Maturity Date</u>	<u>Description</u>	<u>Principal</u>	<u>Coupon</u>
09/01/2014	SLGS		
09/02/2014	SLGS		
Deposited with Escrow Agent at Closing			\$
Purchase Price of State and Local Government Series Securities			\$
Remaining cash on deposit with Escrow Agent			\$

## APPENDIX B

## NOTICE OF CONDITIONAL REDEMPTION

**City of Stockton**  
**Limited Obligation Improvement Bonds**  
**Mosher Assessment District 2003-02**

**Dated: September 10, 2003**

**Redemption Date: September 2, 2014**

**Redemption Reason/Source of Funds: Conditional Redemption**

**Total Redemption Amount: [\$14,810,000]**

<b>CUSIP</b>	<b>Maturity</b>	<b>Rate</b>	<b>Amount</b>	<b>Price</b>
861346S54	9/2/2015	5.60%	\$ 435,000	100.00%
861346S62	9/2/2016	5.70	460,000	100.00
861346S70	9/2/2017	5.80	485,000	100.00
861346S88	9/2/2018	5.90	515,000	100.00
861346S96	9/2/2023	6.20	3,080,000	100.00
861346T20	9/2/2033	6.30	9,835,000	100.00

**NOTICE IS HEREBY GIVEN** that all of the outstanding City of Stockton Limited Obligation Improvement Bonds Mosher Assessment District 2003-02 (the “Bonds”) have been called for redemption at their redemption price plus accrued interest, if any, to the redemption date above. On the redemption date, each Bond shall become due and payable, the Bonds shall be surrendered at the Principal Office of Wells Fargo Bank, National Association, as fiscal agent (the “Fiscal Agent”) for redemption at said redemption price and interest on the Bonds shall cease to accrue. In the event less than the entire principal amount of a Bond is to be redeemed, a new Bond for the unredeemed portion will be issued in your name without charge. Payment of the redemption proceeds will be made on or after the redemption date upon presentation and surrender of the Bonds to:

***Registered/Certified Mail:***

**Wells Fargo Bank, N.A.**  
 Corporate Trust Operations  
 P.O. Box 1517  
 Minneapolis, MN 55480-1517

***Air Courier:***

**Wells Fargo Bank, N.A.**  
 Corporate Trust Operations  
 N9303-121  
 6<sup>th</sup> Marquette Avenue  
 Minneapolis, MN 55479

***In Person:***

**Wells Fargo Bank, N.A.**  
 Norstar East Building  
 608 2<sup>nd</sup> Avenue, So., 12<sup>th</sup> Fl.  
 Minneapolis, MN

Such redemption shall be conditioned upon the issuance and delivery by the Stockton Public Financing Authority of its Limited Obligation Revenue Bonds (Mosher Reassessment District 2014-1) Series 2014 (the "Refunding Bonds"), which is currently scheduled to occur on or before the redemption date. To the extent proceeds of such Refunding Bonds are not received by the Fiscal Agent on or prior to the redemption date in an amount necessary to pay the redemption price, the Fiscal Agent shall not redeem the Bonds and the Fiscal Agent will be directed to provide notice to the undersigned that such funds were not received.

Wells Fargo Bank, N.A. policy does not allow the safekeeping of securities within Corporate Trust Operations for a period of longer than 30 days. Please DO NOT submit your Bonds for payment more than 30 days in advance of the redemption date. A \$25.00 wire transfer fee will be deducted from each payment requested to be made by wire. When inquiring about this redemption, please have the bond number available. Please inform the customer service representative of the CUSIP number(s) of the affected Bond(s). Customer Service can be reached at 612-667-9764 or Toll Free at 800-344-5128.

### **IMPORTANT NOTICE**

Under section 3406(a)(1) of the Internal Revenue Code, the Fiscal Agent making payment of interest or principal on Bonds may be obligated to withhold a percentage of the payment to a holder who has failed to furnish the Registrar with a valid taxpayer identification number, certification that the number supplied is correct, and that the holder is not subject to backup withholding. Bond Owners of the bonds who wish to avoid the application of these provisions should submit either a completed IRS (Internal Revenue Service) Form W-9 (use only if the holder is a U.S. person, including a resident alien), or the appropriate form W-8 (use only if you are neither a U.S. person or a resident alien), when presenting the bonds for payment. See IRS Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities. Publication 515 and W-8 forms and instructions are available through the IRS via their web site at [www.irs.gov](http://www.irs.gov).

The Fiscal Agent shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in this Redemption Notice. It is included solely for the convenience of the Bond Owners.



**City of Stockton**

By: Wells Fargo Bank, N.A. as Agent

Publication Date: \_\_\_\_\_, 2014

RESOLUTION NO. \_\_\_\_\_

**STOCKTON PUBLIC FINANCING AUTHORITY**

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**RESOLUTION OF THE STOCKTON PUBLIC FINANCING AUTHORITY AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$14,160,000 PRINCIPAL AMOUNT OF LIMITED OBLIGATION REVENUE BONDS; APPROVING THE FORM AND SUBSTANCE OF A TRUST AGREEMENT, AUTHORIZING MODIFICATIONS THEREOF AND EXECUTION AND DELIVERY AS MODIFIED; APPROVING A PRELIMINARY OFFICIAL STATEMENT, AUTHORIZING CHANGES THERETO AND EXECUTION AND DELIVERY THEREOF AND OF AN OFFICIAL STATEMENT TO BE DERIVED THEREFROM, APPROVING A LOCAL OBLIGATION PURCHASE CONTRACT, A CONTINUING DISCLOSURE AGREEMENT AND A BOND PURCHASE CONTRACT AND EXECUTION AND DELIVERY OF EACH**

**WHEREAS**, the Stockton Public Financing Authority is a joint exercise of powers entity duly organized and existing under and by virtue of the laws of the State of California (the "Authority"); and

**WHEREAS**, the City of Stockton is a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (the "City"); and

**WHEREAS**, the City has completed its legal proceedings under the Refunding Bond Act of 1984 for 1915 Improvement Act Bonds (Division 11.5 of the California Streets and Highways Code) (the "Act") in connection with the formation of the City of Stockton, Mosher Reassessment District No. 2014-1 (the "Reassessment District") for the purpose of issuing local obligation refunding bonds (the "Local Obligations") to refund a portion of the outstanding City of Stockton Limited Obligation Improvement Bonds, Mosher Assessment District No. 2003-02 (the "Prior Assessment Bonds") issued in and for Mosher Assessment District 2003-02 (the "Assessment District"); and

**WHEREAS**, \$18,185,000 principal amount of the Assessment Bonds were issued on September 10, 2003, of which the unmatured principal amount of \$14,810,000 remains outstanding; and

**WHEREAS**, the City is empowered under the provisions of the Act to undertake legal proceedings for the levy of reassessments and for the issuance, sale and delivery of local obligation refunding bonds upon the security of the recorded unpaid reassessments; and

**WHEREAS**, the Authority is empowered under the provisions of Article 4, Chapter 5, Division 7, Title 1 of the California Government Code (the "Law") to issue its bonds for the purpose of purchasing various local obligations issued by certain local agencies, including the City and the Authority itself; and

**WHEREAS**, the Authority has authorized and undertaken to issue the Stockton Public Financing Authority Limited Obligation Revenue Bonds (Mosher Reassessment District 2014-1) Series 2014 (the "Revenue Bonds"), in order to provide funds to purchase the Local Obligations, to fund a reserve fund, and to pay costs of issuance; and

**WHEREAS**, the Authority has determined that the estimated amount necessary to finance the purchase of the Local Obligations, to fund a reserve fund and to pay costs of



issuance will require the issuance of the Revenue Bonds in the aggregate principal amount not to exceed \$14,160,000; and

**WHEREAS**, the Authority and the City have determined that all things necessary to make the Revenue Bonds, when authenticated by the Trustee, and issued as provided in the trust agreement (the "Trust Agreement"), between the Authority and Wells Fargo Bank, National Association, as trustee (the "Trustee"), the valid, binding and legal obligations of the Authority according to the import thereof and hereof have been done and performed; and

**WHEREAS**, in furtherance of implementing the financing, there has been made available to the Board of Directors for consideration and approval forms of the following:

(a) the Trust Agreement (attached as Exhibit 5), under the terms of which the Revenue Bonds are to be issued and the Revenues (as said term is defined in the Trust Agreement and as said Revenues are received by the Authority as holder of the Local Obligations) are to be administered to pay the principal of and interest on the Revenue Bonds;

(b) a Local Obligation Purchase Contract (attached as Exhibit 2), under the terms of which, among other things, the City agrees to sell and the Authority agrees to purchase the Local Obligations;

(c) a Bond Purchase Contract (attached as Exhibit 3), under the terms of which, among other things, the Authority agrees to sell and the underwriter agrees to purchase the Revenue Bonds; and

(d) a Preliminary Official Statement (attached as Exhibit 1), describing the Revenue Bonds and the Local Obligations; and

(e) a Continuing Disclosure Agreement (attached as Exhibit 4), for the purpose of providing for continuing disclosure in compliance with the requirements of Securities Exchange Commission Rule 15c(2)-12; and

**WHEREAS**, being fully advised in the matter of the proposed Plan of Refunding, this Board of Directors wishes to proceed with implementation of said Plan of Refunding; and

**WHEREAS**, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Authority is now duly authorized and empowered, pursuant to each and every requirement of law, to authorize the execution and delivery of certain documents in order to further implement the financing in the manner and upon the terms herein provided; and

**WHEREAS**, as required by the Law, the City has determined that the issuance of the Revenue Bonds by the Authority and the acquisition of the Local Obligations will result in significant public benefits, including demonstrable savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs;

**NOW, THEREFORE, BE IT RESOLVED BY THE STOCKTON PUBLIC FINANCING AUTHORITY AS FOLLOWS:**

**Section 1.** The foregoing recitals are true and correct, and this Board of Directors so finds and determines.

**Section 2.** Pursuant to the Law, the Revenue Bonds, shall be issued in the aggregate principal amount of not to exceed \$14,160,000. The maximum term of any maturity of the Revenue Bonds shall not extend beyond the last maturity of the Prior Bonds.

**Section 3.** The form and substance of the Trust Agreement is hereby approved. Any of the Chairperson, Vice-Chairperson, Executive Director, Treasurer or Secretary (each, an "Authorized Signatory") is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Trust Agreement in substantially said form, with such changes therein as any member of the Board of Directors of the Authority may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

**Section 4.** The form and substance of the Local Obligation Purchase Contract is hereby approved. Any Authorized Signatory is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Local Obligation Purchase Contract in substantially said form, with such changes therein as any member of the Board of Directors may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

**Section 5.** The form and substance of the Bond Purchase Contract is hereby approved. Any Authorized Signatory is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Bond Purchase Contract in substantially said form, with such changes therein as any member of the Board of Directors may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided that the maximum interest rate on the Revenue Bonds shall not exceed 5.65% as provided in the Bond Purchase Contract; and provided, further, that the maximum bond discount specified in the Bond Purchase Contract shall not exceed 1.5% of the aggregate principal amount of the Revenue Bonds.

**Section 6.** The form and substance of the Continuing Disclosure Agreement is hereby approved. Any Authorized Signatory is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Continuing Disclosure Agreement in substantially said form, with such changes therein as any member of the Board of Directors may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

**Section 7.** (a) The form and substance of the Preliminary Official Statement is hereby approved. Any Authorized Signatory is authorized to execute the final Official Statement to be derived therefrom.

(b) This Board of Directors hereby authorizes any Authorized Signatory to find and determine that said Preliminary Official Statement in preliminary form is, and as of its date shall be deemed "final" for purpose of Rule 15c(2)-12 of the Securities and Exchange Commission, and the Executive Director or Treasurer of the Authority or designee thereof is hereby authorized to execute a certificate to such effect in the customary form.

(c) Any Authorized Signatory is authorized to approve corrections and additions to the Preliminary Official Statement by supplement or amendment thereto, by appropriate insertions, or otherwise as appropriate, provided that such corrections or additions shall be

regarded by such officer as necessary to cause the information contained therein to conform to facts material to the Revenue Bonds or the Local Obligations or to the proceedings of this Board of Directors or the City Council of the City of Stockton or that such corrections or additions are in form rather than in substance.

(d) The underwriter of the Revenue Bonds is authorized to distribute said Preliminary Official Statement and the final Official Statement to be derived therefrom in connection with the sale and delivery of the Revenue Bonds.

**Section 8.** The Chairperson, Vice-Chairperson, any other members of the Board of Directors, the Executive Director, Treasurer, Secretary and other appropriate officers and agents of the Authority are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to execute and deliver any and all documents, including any agency agreement, which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and to obtain a policy of bond insurance and/or a rating for the Revenue Bonds, including any subsequent amendments, waivers or consents entered into or given in accordance with such documents.

**Section 9.** In connection with the Local Obligations and the Revenue Bonds, the Authority hereby appoints and retains Del Rio Advisors, LLC, as Financial Advisor and Orrick, Herrington & Sutcliffe LLP, as Bond Counsel and Disclosure Counsel. RBC Capital Markets Inc. is hereby appointed as Underwriter for the Revenue Bonds.

**Section 10.** All actions heretofore taken by the Chairperson, the Vice Chairperson, the Executive Director, the Treasurer, the Secretary, members of the Board of Directors and other appropriate officers and agents of the Authority with respect to the issuance of the Bonds are hereby ratified, confirmed and approved.

**Section 11.** This Resolution shall take effect from and after its adoption.

PASSED, APPROVED AND ADOPTED \_\_\_\_\_.

ATTEST:

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ANTHONY SILVA  
CHAIRPERSON

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BONNIE PAIGE  
SECRETARY

**PRELIMINARY OFFICIAL STATEMENT DATED \_\_\_\_\_, 2014****NEW ISSUE – FULL BOOK-ENTRY****RATING: S&P: “BBB+”  
See “RATING” herein**

*In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, based upon an analysis of existing statutes, regulations, rulings and court decisions and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds. See “TAX MATTERS” herein.*

\$ \_\_\_\_\_ \*

**STOCKTON PUBLIC FINANCING AUTHORITY  
LIMITED OBLIGATION REVENUE BONDS  
(MOSHER REASSESSMENT DISTRICT 2014-1), SERIES 2014**

Dated: Date of Delivery

Due: September 2, as shown on inside cover

The \$ \_\_\_\_\_ \* Limited Obligation Revenue Bonds (Mosher Reassessment District 2014-1), Series 2014 (the “Bonds”) are being issued by the Stockton Public Financing Authority (the “Authority”) to assist the City of Stockton, California (the “City”) in the refinancing of certain improvements of benefit to property within the City of Stockton, Mosher Reassessment District 2014-1 (the “Reassessment District”).

The City previously issued the City of Stockton Limited Obligation Improvement Bonds, Mosher Assessment District No. 2003-02, of which the unmatured principal amount of \$15,225,000 is currently outstanding (the “Prior Bonds”), to provide the City with money to finance the construction and acquisition of certain public improvements within that assessment district. In connection with the issuance of the Bonds, the City has formed the Reassessment District and concurrently with the issuance of the Bonds, the City will issue a series of reassessment bonds (the “Local Obligations”) the proceeds of which will be used to refund the Prior Bonds. Proceeds of the Bonds will be used to purchase the Local Obligations.

The Bonds are special, limited obligations of the Authority, payable from and secured by Revenues (as defined herein) of the Authority, consisting primarily of payments on the Local Obligations received by the Authority from the City. The Local Obligations are secured by liens of unpaid reassessments (the “Reassessments”) levied on property in the Reassessment District, as more fully described herein. Payments under the Local Obligations are calculated to be sufficient to permit the Authority to pay the principal of, premium, if any, and interest on the Bonds when due. Installments of principal and interest sufficient to meet annual debt service on the Local Obligations are included on the regular county tax bills sent to owners of property against which there are unpaid Reassessments. The Local Obligations will be registered in the name of Wells Fargo Bank, National Association, as trustee (the “Trustee”) for the Bonds under the Trust Agreement (described herein) and debt service payments on the Local Obligations will be paid to the Trustee. See “SECURITY FOR THE BONDS AND SOURCES OF PAYMENT.”

The Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“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. Interest is payable on \_\_\_\_\_. 20\_\_\_\_, and semiannually thereafter on March 2 and September 2 each year. See APPENDIX D – “THE BOOK-ENTRY SYSTEM.”

**The Bonds are subject to redemption prior to maturity as described herein. See “THE BONDS – Redemption.”**

The Reassessment District is comprised of approximately 1,383 parcels currently subject to a Reassessment lien. Unpaid Reassessments do not constitute a personal indebtedness of the owners of the parcels within the Reassessment District and the owners have made no commitment to pay the principal of or interest on the Local Obligations or the Bonds. In the event of delinquency, foreclosure proceedings may be conducted only against the real property securing the delinquent Reassessments. Thus, the value of the real property within the Reassessment District is a critical factor in determining the investment quality of the Bonds. The unpaid Reassessments are not required to be paid upon sale of property within the Reassessment District. There is no assurance the owners will be able to pay the Reassessments or that they will pay such installments even though financially able to do so.

On June 28, 2012, the City filed a petition seeking relief under chapter 9 of the United States Bankruptcy Code (“chapter 9”) in the United States Bankruptcy Court for the Eastern District of California. The City believes that the filing of the petition under chapter 9 will not adversely impact the Local Obligations, and the City intends to continue to fully perform all of its obligations with respect thereto. See “CITY OF STOCKTON – Effect of City Chapter 9 Filing.”

This cover page contains certain information for general reference only. It is not a summary of this issue. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE AUTHORITY, THE CITY, THE COUNTY OF SAN JOAQUIN, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS OR THE LOCAL OBLIGATIONS. NEITHER THE BONDS NOR THE LOCAL OBLIGATIONS CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL DEBT LIMITATION. THE AUTHORITY HAS NO TAXING POWER.

The Bonds are offered when, as and if issued and accepted by the Underwriter subject to the approval of validity and certain other legal matters by Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority. Certain legal matters will be passed upon for the City by the City Attorney and for the

\* Preliminary, subject to change.

Underwriter by Jones Hall, A Professional Law Corporation. It is expected that the Bonds will be available for delivery in book-entry form on or about August \_\_, 2014.



RBC Capital Markets”

Dated August \_\_, 2014

**MATURITY SCHEDULE\***

**Stockton Public Financing Authority  
 Limited Obligation Revenue Bonds  
 (Mosher Reassessment District 2014-1), Series 2014  
 Base CUSIP: \_\_\_\_\_**

**\$\_\_\_\_\_ Serial Bonds**

<b>Maturity September 2</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>CUSIP<sup>†</sup></b>
2014				
2015				
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				

**\$\_\_\_\_\_ % Term Bonds due September 2, 20\_\_ Priced to Yield \_\_\_\_\_ % CUSIP No. \_\_\_\_\_\***

\* Preliminary, subject to change.

† Copyright 2014, American Bankers Association. CUSIP data herein is provided by Standard and Poor's. CUSIP Services Bureau, a division of the McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as substitute for the CUSIP Service. CUSIP numbers are provided for convenience of reference only. The Authority, the City and the Underwriter take no responsibility for the accuracy of such numbers.

## **STOCKTON PUBLIC FINANCING AUTHORITY**

### **Members of the Board Directors**

Anthony Silva, *Chair*  
Paul Canepa, *Member*  
Dyane Burgos Medina, *Member*  
Elbert Holman, *Member*  
Katherine Miller, *Member*  
Michael Tubbs, *Member*  
Moses Zapien, *Member*

### **CITY OF STOCKTON**

#### **City Council**

Anthony Silva, *Mayor*  
Paul Canepa, *Vice Mayor*  
Dyane Burgos Medina, *Councilmember*  
Elbert Holman, *Councilmember*  
Katherine Miller, *Councilmember*  
Michael Tubbs, *Councilmember*  
Moses Zapien, *Councilmember*

#### **City Staff**

Kurt O. Wilson, *City Manager*  
Laurie M. Montes, *Deputy City Manager*  
Vanessa Burke, *Chief Financial Officer*  
Bonnie Paige, *City Clerk*  
John Luebberke, *City Attorney*

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#### **Special Services**

##### **Bond Counsel**

Orrick, Herrington & Sutcliffe LLP

##### **Trustee**

Wells Fargo Bank, National Association  
Los Angeles, California

##### **Reassessment Engineer**

Willdan Financial Services  
Temecula, California

##### **Verification Agent**

Grant Thornton, LLP  
Minneapolis, Minnesota

##### **Escrow Agent**

Wells Fargo Bank, National Association  
Los Angeles, California



## GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

**No Offering May Be Made Except by this Official Statement.** No dealer, broker, salesperson or other person has been authorized by the Authority, the City or the Underwriter to give any information or to make any representations with respect to the Bonds or the Local Obligations other than as contained in this Official Statement, and if given or made, such other information or representation must not be relied upon as having been authorized by the Authority, the City or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

**Effective Date.** This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, create any implication that there has been no change in the affairs of the Authority, the City, the Reassessment District, any other parties described in this Official Statement, or in the condition of property within the Reassessment District since the date of this Official Statement.

**Use of this 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 a contract with the purchasers of the Bonds. The information contained in this Official Statement has been obtained from sources that are believed to be reliable, but this information is not guaranteed as to accuracy or completeness. The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as 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. All references to and summaries of the Trust Agreement or other documents contained in this Official Statement are subject to the provisions of those documents and do not purport to be complete statements of those documents.

**Stabilization of and Changes to Offering Prices.** The Underwriter may overallocate or take other steps that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Bonds to certain dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

**Bonds are Exempt from Securities Laws Registration.** The issuance and sale of the Bonds have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exemptions for the issuance and sale of municipal securities provided under Section 3(a)(2) of the Securities Act of 1933 and Section 3(a)(12) of the Securities Exchange Act of 1934.

**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 since the date hereof. All summaries of the Trust Agreement (as defined herein) 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.

**Estimates and Projections.** Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements.” Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “projected,” “budget” or other similar words. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE AUTHORITY AND THE CITY DO NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

The City maintains a website. However, the information presented on that website is not part of this Official Statement and should not be relied upon in making investment decisions with respect to the Bonds.

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## OFFICIAL STATEMENT

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### STOCKTON PUBLIC FINANCING AUTHORITY LIMITED OBLIGATION REVENUE BONDS (MOSHER REASSESSMENT DISTRICT 2014-1) SERIES 2014

The purpose of this Official Statement, which includes the cover page, inside cover page and Appendices hereto (the “Official Statement”), is to provide certain information concerning the sale and issuance of the Stockton Public Financing Authority Limited Obligation Revenue Bonds (Mosher Reassessment District 2014-1), Series 2014 (the “Bonds”).

## INTRODUCTION

This introduction is not a summary of this Official Statement, and is qualified by the more complete and detailed information contained in the entire Official Statement and the documents described or summarized herein. The sale of Bonds to potential investors is made only by means of the entire Official Statement.

### **Purpose of the Bonds**

The Bonds are being issued by the Stockton Public Financing Authority (the “Authority”) to assist with the refunding of certain outstanding bonds. The City of Stockton, California (the “City”) previously issued the City of Stockton Limited Obligation Improvement Bonds, Mosher Assessment District No. 2003-02, of which the unmatured principal amount of \$15,225,000 is currently outstanding (the “Prior Bonds”), to provide the City with money to finance the construction and acquisition of certain public improvements within the Reassessment District. In connection with the issuance of the Bonds, the City has formed the City of Stockton, Mosher Reassessment District No. 2014-1 (the “Reassessment District”) and concurrently with the issuance of the Bonds, the City will issue a series of reassessment bonds (the “Local Obligations”) the proceeds of which will be used to refund the Prior Bonds. Proceeds of the Bonds will be used to purchase the Local Obligations. The Local Obligations are being issued pursuant to provisions of the Refunding Act of 1984 for 1915 Improvement Act Bonds (Division 11.5 of the California Streets and Highways Code) (the “Act”).

### **Purpose of the Local Obligations**

The Prior Bonds were issued by the City for the benefit of the City’s Mosher Assessment District No. 2003-02 (the “Prior Assessment District”) and the Local Obligations are being issued to assist the City in the refinancing of certain improvements of benefit to property within the Reassessment District for the following purposes: (i) to refund and defease the Prior Bonds on the date of issuance of the Bonds, (ii) to pay the costs of issuance of the Bonds and the Local Obligations and (iii) to provide for the funding of a reserve fund for the Bonds (the “Reserve Fund”). See “PLAN OF REFUNDING” and “ESTIMATED SOURCES AND USES OF FUNDS.”

\* Preliminary, subject to change.

## **The Local Obligations**

The City is issuing the Local Obligations to refund and defease the Prior Bonds. Concurrently with the issuance of the Bonds, the City is issuing the City of Stockton Limited Obligation Improvement Bonds, City of Stockton, Mosher Reassessment District No. 2014-1 (the Local Obligations herein). The Local Obligations are being issued by the City pursuant to the provisions of the Refunding Act of 1984 for 1915 Improvement Act Bonds, consisting of Division 11.5 of the California Streets and Highways Code (the “1984 Act”). The Local Obligations will be purchased by the Authority and the primary source of repayment of the Bonds is Local Obligations payments received by the Trustee on behalf of the Authority.

## **Authority for Issuance**

The Bonds are being issued pursuant to the terms of a Trust Agreement dated as of August 1, 2014 (the “Trust Agreement”) between the Authority and Wells Fargo Bank, National Association (the “Trustee”) and the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, as amended from time to time.

## **Security for the Bonds and Local Obligations**

The Bonds are special, limited obligations of the Authority, payable from and secured by Revenues (as defined herein) of the Authority consisting primarily of payments received by the Authority from the City in connection with its ownership of the Local Obligations. The Bonds are secured by a first priority lien on and security interest in all of the Revenues and other amounts held in certain funds established under to the Trust Agreement. See “SECURITY FOR THE BONDS AND SOURCES OF PAYMENT – Revenues.”

The Local Obligations are secured by liens of unpaid reassessments levied against property in the Reassessment District (the “Reassessments”), as more fully described herein. Payments under the Local Obligations are calculated to be sufficient to permit the Authority to pay the principal of, premium, if any, and interest on the Bonds when due. Installments of principal and interest sufficient to meet annual debt service on the Local Obligations are included on the regular county tax bills sent to owners of property against which there are unpaid Reassessment installments. Principal of and interest on the Local Obligations are payable exclusively from Reassessment installments securing them. Unpaid Reassessments do not constitute a personal indebtedness of the owners of the parcels within the Reassessment District and the owners have made no commitment to pay the principal of or interest on the Bonds or Local Obligations or to support payment of the Bonds or Local Obligations in any manner. In the event of delinquency, proceedings may be conducted only against the particular parcel securing the delinquent Reassessment installments. Future unpaid Reassessments are not required to be paid upon sale of property within the Reassessment District.

The Reassessment District is comprised of 1,383 parcels (of which 1,372 are residential and 7 commercial or industrial and 4 are governmental per County Assessor records) in the City subject to a Reassessment levy for fiscal year 2013-14. The aggregate 2013-14 County assessed valuation of property in the Reassessment District is \$323,341,494. The Prior Assessment District was originally formed to finance a portion of certain infrastructure improvements of benefit to the Prior Assessment District (the “Improvements”) consisting generally of street, water, sewer, and storm water drainage infrastructure improvements for the Prior Assessment District, which Improvements are owned, operated, and maintained by the City. The Improvements have been completed and most of the parcels in the Reassessment District are developed. See “THE REASSESSMENT DISTRICT” below.

The Local Obligations has a payment schedule which, in the aggregate, has been sized to pay debt service on the Bonds. The City is under no obligation to advance moneys to pay Bond debt service in the event of delinquent Reassessment installments.

### **Legal Authority**

*The Prior Assessment District, the Reassessment District and the Local Obligations.* The proceedings of the City to form the Reassessment District and to levy Reassessments therein were undertaken pursuant to the 1984 Act. All of the proceedings of the City to form the original assessment district and to levy the original assessments therein were undertaken pursuant to the Municipal Improvement Act of 1913 (Division 12 of the California Streets and Highways Code) (the “1913 Act”). The Local Obligations are being issued pursuant to the terms of a Resolution of the City adopted July \_\_, 2014 (the “Local Obligation Resolution”). The Local Obligations will be registered in the name of the Trustee and will be pledged under the Trust Agreement to secure payment of the Bonds.

### **The City**

The City is located in California’s San Joaquin Valley, 78 miles east of the San Francisco Bay area, 345 miles north of Los Angeles and 45 miles south of Sacramento. The Stockton Metropolitan Statistical Area, which encompasses the entire County, covers approximately 1,400 square miles. The City is a municipal corporation and a charter city, duly organized and existing under the constitution and laws of the State. The City’s boundaries encompass 55.1 square miles. For more demographic and economic information regarding the City, See APPENDIX A – “GENERAL INFORMATION ABOUT THE COUNTY OF SAN JOAQUIN AND THE CITY OF STOCKTON.”

The Bonds are special, limited obligations of the Authority, payable from and secured by Revenues (as defined herein) of the Authority consisting primarily of payments received by the Authority from the City in connection with its ownership of the Local Obligations. Principal of and interest on the Local Obligations are payable exclusively from Reassessment receipts securing them. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS OR THE LOCAL OBLIGATIONS. THE LOCAL OBLIGATIONS AND INTEREST THEREON ARE NOT PAYABLE FROM THE GENERAL FUNDS OF THE CITY (INCLUDING THE CITY’S GENERAL FUND).

On June 28, 2012, the City filed a petition seeking relief under chapter 9 of the United States Bankruptcy Code (“chapter 9”) in the United States Bankruptcy Court for the Eastern District of California. The City believes that the filing of the petition under chapter 9 will not adversely impact the Local Obligations, and the City intends to continue to fully perform all of its obligations with respect thereto. See “CITY OF STOCKTON – Effect of City Chapter 9 Filing,”

### **Limited Scope of Official Statement**

There follows in this Official Statement descriptions of the Authority, the Bonds, the Trust Agreement, the City, the Local Obligations, the Local Obligation Resolution and certain other documents. 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. All statements herein with respect to such documents are qualified in their entirety by reference to each such document for the complete details of all of their respective terms and conditions. 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. Terms not defined herein shall have



the meanings set forth in the Trust Agreement. See APPENDIX B – SUMMARY OF PRINCIPAL DOCUMENTS.”

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 nor 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 Authority or the City since the date hereof.

All financial and other information presented in this Official Statement has been provided by the Authority and the City from their records, except for information expressly attributed to other sources. The presentation of information is intended to show recent historic information and is not intended to indicate future or continuing trends in the financial or other affairs of the owners, the Reassessment District, the Authority or the City. No representation is made that past experience, as it might be shown by such financial and other information, will necessarily continue or be repeated in the future.

### **PLAN OF REFUNDING**

The Bonds are being issued to (i) refund the outstanding principal amount of Prior Bonds and (ii) to establish a Reserve Fund for the Bonds. The Local Obligations are being issued concurrently with the issuance of the Bonds and will be purchased immediately upon issuance by the Authority using proceeds of the Bonds. The Local Obligations are being issued to refund the Prior Bonds. The Prior Bonds were issued to provide the City with money to finance the construction and acquisition of certain public improvements within the Reassessment District. Such improvements have been completed.

#### **Acquisition of the Local Obligations**

Proceeds of the Bonds will be used by the Authority (i) to purchase the Local Obligations, and (ii) to establish a reserve fund for the Bonds.

#### **Refunding of the Prior Bonds**

Proceeds of the Local Obligations will primarily be used to refund the Prior Bonds. On the date of issuance of the Local Obligations, a portion of the proceeds will be transferred to Wells Fargo Bank, National Association, as the Escrow Agent (the “Escrow Agent”) for the Prior Bonds for deposit into an Escrow Fund established for the Prior Bonds, under an Escrow Agreement dated as of August 1, 2014 by and between the City and the Escrow Agent. The amount deposited under the Escrow Agreement, together with other available moneys, will be invested in Government Obligations (as such are defined in the Escrow Agreement) and irrevocably pledged for the payment of the Prior Bonds on September 1 and September 2, 2014, as applicable.

The amounts held and invested by the Escrow Agent for the Prior Bonds in the Escrow Fund are pledged solely to the payment of amounts due and payable by the City under the Prior Bonds. Neither the funds deposited in the Escrow Fund for the Prior Bonds nor the interest on the invested funds will be available for the payment of debt service on the Local Obligations or the Bonds.

See “ESTIMATED SOURCES AND USES OF FUNDS” below. See also “MISCELLANEOUS – Verification of Mathematical Accuracy” below.

## THE BONDS

### Authority for Issuance

The Bonds are special, limited obligations of the Authority payable from and secured by payments made under the Local Obligations. The Local Obligations will be purchased by the Authority pursuant to the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, as amended from time to time (the “Marks-Roos Law”). The Bonds are being issued pursuant to the provisions of the Marks-Roos Law, a Resolution adopted by the Authority and the Trust Agreement. The Local Obligations will be registered in the name of the Trustee and will be pledged under the Trust Agreement to secure payment of the Bonds.

The Local Obligations are being issued pursuant to provisions of the 1984 Act, proceedings taken thereunder by the City and a resolution (the “Local Obligation Resolution”) adopted by the City Council and no additional bonds are contemplated under the Local Obligation Resolution.

### General

The Bonds will be dated the date of original delivery. The Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“DTC”), and will be available to ultimate purchasers in the denomination of \$5,000 and any integral multiple thereof, under the book-entry system maintained by DTC. So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners shall mean Cede & Co., and shall not mean the ultimate purchasers of the Bonds. Payments of the principal of, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co., by the Trustee, 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 herein. See APPENDIX C – “THE BOOK-ENTRY SYSTEM.”

The principal of and redemption premiums, if any, and interest on the Bonds shall be payable in lawful money of the United States of America. Interest is payable on \_\_\_\_ 2, 20\_\_, and semiannually thereafter on March 2 and September 2 each year (each, an “Interest Payment Date”). The Bonds shall bear interest from the date of original delivery. Payment of the interest on any Bond shall be made to the Person whose name appears on the Bond Register as the Owner thereof as of the Record Date, such interest to be paid by check mailed by first class mail on the Interest Payment Date to the Owner at the address which appears on the Bond Register as of the Record Date, for that purpose; except that in the case of an Owner of one million dollars (\$1,000,000) or more in aggregate principal amount of any of Bonds, upon written request of such Owner to the Trustee, in form satisfactory to the Trustee, received not later than the Record Date, such interest shall be paid on the Interest Payment Date in immediately available funds by wire transfer. The principal of and redemption premiums, if any, on the Bonds shall be payable at the Corporate Trust Office of the Trustee, upon presentation and surrender of such Bonds. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

### Redemption

*Extraordinary Redemption.* The Bonds are subject to extraordinary redemption as a whole or in part on any Interest Payment Date, and shall be redeemed by the Trustee, from moneys transferred from the Prepayment Account to the Redemption Fund pursuant to the Trust Agreement, and derived as a result of prepayments of Local Obligations, plus if applicable, amounts transferred from the Reserve Fund, as

hereinafter described, at a redemption price equal to the principal amount thereof, together with accrued interest to the redemption date, plus the following premium (expressed as a percentage of the principal amount) as follows:

<u>Redemption Date</u>	<u>Premium</u>
------------------------	----------------

Any extraordinary redemption of Bonds on or prior to September 2, 20\_\_, shall be applied on an inverse basis starting with the Bonds maturing on September 2, 20\_\_, followed by the Bonds maturing on September 2, 20\_\_, followed by the Bonds maturing on September 2, 20\_\_, followed by the Bonds maturing on September 2, 20\_\_, followed by the Bonds maturing on September 2, 20\_\_.

*Optional Redemption.* The Bonds maturing on or before September 2, 2024 shall not be subject to optional redemption. The Bonds maturing on or after September 2, 2025 are subject to optional redemption as a whole or in part on any date on or after September 2, 2024, at the option of the Authority from any moneys deposited in the Redemption Fund from any source for such purpose by the Authority, at a redemption price equal to the principal amount thereof, together with accrued interest, without premium.

*Mandatory Sinking Fund Redemption.* The Bonds maturing on September 2, 20\_\_ are subject to mandatory redemption at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on September 2 in the respective years as set forth in the following table.

<u>Sinking Fund Redemption Date (September 2)</u>	<u>Principal Amount To Be Redeemed</u>
---	--

*Redemption Instructions; Notice of Redemption.* In the event a portion, but not all, of the Outstanding Bonds are to be redeemed pursuant to extraordinary redemption or optional redemption, the Trustee shall select the amounts and maturities of Bonds for redemption in accordance with a Written Order of the Authority. Upon receipt of the Written Order of the Authority, the Trustee shall give notice of redemption of the Bonds (a "Notice of Redemption"), if in part stating the applicable CUSIP numbers, maturity dates and the portions of the principal amount thereof that have been called for redemption, or if all the Outstanding Bonds are to be redeemed, so stating. The notice shall further state (i) that such called Bonds will be due and payable on the date fixed for redemption upon surrender thereof to the Trustee at its Corporate Trust Office, (ii) at the redemption price, (iii) together with any accrued interest to such date, (iv) that all interest on the Bonds (or portions thereof) so to be redeemed will cease to accrue on and after such redemption date and (v) that from and after such redemption date such called Bond (or such portion thereof) shall no longer be entitled to any lien, benefit or security, and the Owner thereof shall have no rights in respect of such redeemed Bond or such portion except to receive payment from such money of such redemption price plus accrued interest to the date fixed for redemption. Each Notice of Redemption shall be mailed by first class mail at least thirty (30) but not more than sixty (60) days before

the date fixed for redemption, to the Owners of such Bonds (or portions thereof) called for redemption, at their respective addresses as the same shall last appear on the Bond Register. Each Owner may waive his, her or its rights to receive a Notice of Redemption pursuant to the Trust Agreement. Neither the failure of an Owner to receive a Notice of Redemption of Bonds nor any error in a Notice of Redemption shall affect the validity of the proceedings for the redemption of Bonds.

Any Notice of Redemption with respect to an optional redemption may be rescinded by written notice given by the Authority to the Trustee no later than two (2) Business Days prior to the date fixed for redemption. The Trustee shall give notice of such rescission as soon thereafter as practicable to the same parties and in the same manner as a Notice of Redemption was given.

*Selection of Bonds for Redemption.* Whenever less than all the Outstanding Bonds of any one maturity are to be redeemed on any one date, the Trustee shall select the particular Bonds to be redeemed by lot, and in selecting the Bonds for redemption the Trustee shall treat each Bond of a denomination of more than five thousand dollars (\$5,000) as representing that number of Bonds of five thousand dollars (\$5,000) denomination which is obtained by dividing the principal amount of such Bond by five thousand dollars (\$5,000), and the portion of any Bond of a denomination of more than five thousand dollars (\$5,000) to be redeemed shall be redeemed in an Authorized Denomination. The Trustee shall promptly notify the Authority in writing of the numbers of the Bonds so selected for redemption in whole or in part on such date.

*Payment of Redeemed Bonds.* If a Notice of Redemption has been given or waived, the Bonds (or portions thereof) called for redemption shall be due and payable on the date fixed for redemption at the redemption price thereof, together with accrued interest to the date fixed for redemption, upon presentation and surrender of the Bonds to be redeemed at the Corporate Trust Office of the Trustee specified in the Notice of Redemption. If there shall be called for redemption less than the full principal amount of a Bond, the Authority shall execute and deliver and the Trustee shall authenticate, upon surrender of such Bond, and without charge to the Owner thereof, Bonds of like interest rate and maturity in an aggregate principal amount equal to the unredeemed portion of the principal amount of the Bonds so surrendered in such Authorized Denominations as shall be specified by the Owner thereof.

If any Bond or any portion thereof shall have been duly called for redemption and payment of the redemption price, together with unpaid interest accrued to the date fixed for redemption, shall have been made or provided for by the Authority, then interest on such Bond or such portion shall cease to accrue from such date, and from and after such date such Bond or such portion shall no longer be entitled to any lien, benefit or security hereunder, and the Owner thereof shall have no rights in respect of such Bond or such portion except to receive payment of such redemption price, and unpaid interest accrued to the date fixed for redemption.

*Purchase in Lieu of Redemption.* In lieu of redemption of any Bond, amounts on deposit in the Proceeds Fund, the Principal Fund or in the Redemption Fund may also be used and withdrawn by the Trustee at any time prior to selection of Bonds for redemption having taken place with respect to such amounts, upon a Written Order for the purchase of such Bonds at public or private sale as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Fund) as the Authority may in its discretion determine, but not in excess of the redemption price thereof plus accrued interest to the purchase date. All Bonds so purchased will be delivered to the Trustee for cancellation.

**ESTIMATED SOURCES AND USES OF FUNDS**

The proceeds from the sale of the Bonds are estimated to be disbursed as set forth below. Costs of issuance, which includes legal fees, printing costs, rating agency fees, Underwriter's discount, and other miscellaneous expenses, will be paid from proceeds of the Local Obligations.

**Sources:**

- Principal Amount of Bonds
- Net Original Issue Premium
- Prior Reserve Funds
- Prior Redemption Funds

**Total Sources****Uses:**

- Refunding of Prior Bonds
- Deposit to Reserve Fund
- Costs of Issuance

**Total Uses**

The scheduled payment of principal and interest on the Bonds is calculated to be less than the aggregate principal and interest payments on the underlying Local Obligations, which will bear interest at a rate approximately 1% higher than the Bonds. The debt service schedule for the Bonds is shown below.

**Stockton Public Financing Authority**  
**Limited Obligation Revenue Bonds**  
**(Mosher Reassessment District 2014-1), Series 2014**  
**ANNUAL DEBT SERVICE**

<b>Year Ending (Sept 2)</b>	<b>Principal</b>	<b>Interest</b>	<b>Total Debt Service</b>
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
<b>Total:</b>			

The following table shows the debt service coverage for Bonds from Revenues derived from payments of principal and interest on the Local Obligations.

**Stockton Public Financing Authority  
Limited Obligation Revenue Bonds  
(Mosher Reassessment District 2014-1), Series 2014  
DEBT SERVICE COVERAGE**

<b>Year Ending (Sept 2)</b>	<b>Bonds Debt Service</b>	<b>Local Obligations Debt Service</b>	<b>Coverage From Local Obligations<sup>(1)</sup></b>	<b>Total Coverage</b>
2014				
2015				
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
Total				

<sup>(1)</sup> Coverage from Local Obligations is based on a 100 basis point interest rate spread between the Local Obligations and the Bonds.

<sup>(2)</sup> The initial amount to be deposited on September 2, 2014 from the surplus levy.

**SECURITY FOR THE BONDS AND SOURCES OF PAYMENT**

**Limited Obligation**

The Bonds are secured by a lien on and pledge of (i) Revenues, as hereinafter defined, (ii) amounts held by the Trustee in the Funds established pursuant to the Trust Agreement, except the Rebate Fund and (iii) the Local Obligations (collectively, the “Trust Estate”). Revenues (as more particularly defined below) consist primarily of payments made by the City on the Local Obligations. All obligations of the Authority under the Trust Agreement and the Bonds are special, limited obligations of the Authority, payable solely from and secured by the Trust Estate.

**The Bonds are special, limited obligations of the Authority, payable from the Trust Estate described in the Trust Agreement and secured as to the payment of the principal of and the redemption premiums, if any, and the interest on in accordance with their terms and the terms of the Trust Agreement, solely by the Trust Estate. The Bonds shall not constitute a charge against the general credit of the Authority or any of its members, and under no circumstances shall the**



**Authority be obligated to pay principal of or redemption premiums, if any, or interest on the Bonds except from the Trust Estate. Neither the State nor any public agency (other than the Authority) nor any member of the Authority is obligated to pay the principal of or redemption premiums, if any, or interest on the Bonds, and neither the faith and credit nor the taxing power of the State or any public agency thereof or any member of the Authority is pledged to the payment of the principal of or redemption premiums, if any, or interest on the Bonds. The payment of the principal of or redemption premiums, if any, or interest on, the Bonds does not constitute a debt, liability or obligation of the State or any public agency (other than the Authority) or any member of the Authority. The Local Obligations and interest thereon are not payable from the general funds of the City (including the City's General Fund).**

The Local Obligations are a limited obligation of the City payable from Revenues (as defined below) and secured by a lien on the parcels within the Reassessment District and the City has covenanted to institute foreclosure proceedings under certain conditions to sell parcels with delinquent installments for amounts sufficient to cover such delinquent installments in order to obtain funds to pay debt service on the Local Obligations. Scheduled payments under the Local Obligations are calculated to be sufficient to provide the Authority with money to pay the principal of, premium, if any, and interest on the Bonds when due. The City is not obligated to advance available surplus funds from the City treasury to cure any deficiency with respect to any Local Obligations, provided, however, the City is not prevented, in its sole discretion, from so advancing funds legally available for such purpose.

**The Local Obligations have been calculated and sized to provide annual revenues in an amount sufficient to pay debt service on the Bonds. All obligations of the City with respect to the Local Obligations are not general obligations of the City, but are limited obligations, payable solely from the Reassessments and the funds pledged therefor under the Local Obligation Resolution. Neither the faith and credit of the City nor of the State of California (the "State") or any political subdivision thereof is pledged to the payment of the Local Obligations. The Local Obligations and interest thereon are not payable from the general funds of the City (including the City's General Fund).**

## **Revenues**

The Bonds are secured by a lien on and pledge of Revenues made in the Trust Agreement. Under the Trust Agreement:

"Revenues" shall mean the Reassessment Revenues and all other amounts received by the Trustee, as the payment of interest or premiums on, or the equivalent thereof, and the payment or return of principal of, or the equivalent thereof, all Local Obligations whether as a result of scheduled payments of Reassessment installments or as a result of Reassessment Prepayments or as a result of remedial proceedings taken in the event of a default in either case thereon, and all investment earnings on any moneys held in the Funds established under the Trust Agreement, except the Rebate Fund.

"Reassessment Revenues" shall mean all moneys collected and received by the City on account of unpaid reassessment obligations, including amounts collected in the normal course via direct billing by the City, Reassessment Prepayments, and amounts received by the City as a result of superior court foreclosure proceedings brought to enforce payment of delinquent reassessments, but excluding therefrom any amounts explicitly included therein on account of collection charges, administrative cost charges, or attorneys' fees and costs paid as a result of foreclosure actions.

"Reassessment Prepayments" shall mean that portion of Revenues which are paid to the City by or on behalf of the owner of a parcel subject to the reassessment obligation to accomplish a pay-off of the

reassessment obligation pertaining to such parcel and the discharge of the reassessment lien respecting such parcel (except the portion thereof, if any, which represents accrued interest on the Local Assessment Obligations).

For more information on ownership of property and assessed valuation of property in the Reassessment District, see the tables and information above under the caption “REASSESSMENT DISTRICT.”

Under the Trust Agreement, all of the Revenues and the amounts in the Funds established by the Trust Agreement (except amounts in the Rebate Fund) are pledged by the Authority first to secure the payment of the principal of and interest on the Bonds, all in accordance with their terms and the provisions of the Trust Agreement. Said pledge constitutes a lien on and security interest in the Revenues upon the physical delivery thereof. In the Trust Agreement, the Authority transfers in trust and assigns to the Trustee, for the benefit of the Owners from time to time of the Bonds, all of the Revenues and all of the right, title and interest of the Authority in the Local Obligations. The Trustee shall be entitled to and shall collect and receive all of the Revenues, and any Revenues collected or received by the Authority shall be deemed to be held, and to have been collected or received, by the Authority and shall forthwith be paid by the Authority to the Trustee. The Trustee also is entitled to and may take all steps, actions and proceedings reasonably necessary in its judgment to enforce, either jointly with the Authority or separately, all of the rights of the Authority and all of the obligations of the City under and with respect to the Local Obligations.

All Revenues, other than Revenues derived from Reassessment Prepayments (which shall be deposited in the Prepayment Account and administered in accordance with the Trust Agreement), received by the Trustee shall be deposited by the Trustee into the Revenue Fund. Not later than each Interest Payment Date and Principal Payment Date on the Bonds, the Trustee shall transfer Revenues from the Revenue Fund, in the amounts specified in for deposit into the Principal Fund and Expense Fund, for deposit into the respective Funds as required under the Trust Agreement in the order of priority set forth therein, the requirements of each Fund to be fully satisfied, leaving no deficiencies therein, prior to any deposit into any Fund [later in] priority. Any amount remaining in the Revenue Fund after making such deposits shall be transferred to the City for deposit in the Local Obligation Redemption Fund.

## **Reserve Fund**

*Establishment of Reserve Fund.* A reserve fund (the “Reserve Fund”) for the Bonds is established by the Trust Agreement and held by the Trustee in trust for the benefit of the Authority and the Owners of the Bonds. The Reserve Fund will be initially funded from proceeds of the Bonds and is required to be maintained at the “Reserve Requirement” which is, as of any date of calculation, the lesser of (i) Maximum Annual Debt Service on the Bonds, (ii) 125% of Average Annual Debt Service, or (iii) 10% of the amount (within the meaning of Section 148 of the Code) of the Bonds; which amount shall be reduced in the event of an Extraordinary Redemption or Optional Redemption of the Bonds. The Reserve Requirement with respect to the Bonds as of their date of issuance is \$\_\_\_\_\_.

*Use of Reserve Fund.* Having first satisfied the requirements of the Trust Agreement requiring deposits into the Interest Fund and the Principal Fund, the Trustee shall next deposit in the Reserve Fund an amount of Revenues sufficient to sustain the Reserve Requirement.

Except as otherwise provided in the Trust Agreement, all amounts in the Reserve Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on or the principal or the redemption premiums, if any, of, the Bonds; but solely in the event that insufficient moneys are available in the Interest Fund, the Principal Fund or the Redemption Fund for such purpose.

THE AUTHORITY AND THE CITY HAVE NO OBLIGATION TO REPLENISH THE RESERVE FUND EXCEPT TO THE EXTENT THAT DELINQUENT ASSESSMENTS ARE PAID OR PROCEEDS FROM FORECLOSURE SALES ARE REALIZED.

### **Payment of the Local Obligations**

The Local Obligations are issued upon and are secured by the Reassessments levied against property in the Reassessment District, together with interest thereon and such unpaid Reassessments together with interest thereon constitute a trust fund for the redemption and payment of the principal of such Local Obligations and the interest thereon. The Local Obligations are secured by the moneys in the funds created pursuant to the applicable reassessment proceedings and by the Reassessments levied.

**Unpaid Reassessment do not constitute a personal indebtedness of the owners of the parcels within the Reassessment District and the owners of such parcels have made no commitment to pay the principal of or interest on the Local Obligations or the Bonds or to support payment of the Local Obligations or Bonds in any manner. In the event of delinquency, proceedings may be conducted only against the real property securing the delinquent Reassessments. Thus, the value of the real property within the Reassessment District is a critical factor in determining the investment quality of the Bonds. The unpaid Reassessments, are not required to be paid upon sale of property within the Reassessment District. There is no assurance the owners of parcels within the Reassessment District will be able to pay the Reassessments or that they will pay such installments even though financially able to do so.**

Revenues will be collected and transferred by the County to the City, which shall then remit them to the Trustee, in approximately equal semi-annual installments, together with interest on the declining balances, and are payable and become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do general taxes on real property in the Reassessment District. The properties upon which the assessments were levied are subject to the same provisions for sale and redemption as are properties for non-payment of general taxes.

Neither the faith and credit nor the taxing power of the City, the County, the State of California or any political subdivision thereof is pledged to the payment of the Local Obligations. The Local Obligations and interest thereon are not payable from the general funds of the City (including the City's General Fund).

### **Priority of Lien**

The Reassessment and each installment thereof and any interest and penalties thereon constitute a lien against the parcels on which they were imposed until the same are paid. Such lien is subordinate to all fixed special assessment liens previously imposed upon the same property, but has priority over all private liens and over all fixed special assessment liens which may thereafter be created against the property. Property in the Reassessment District is subject to other direct debt, as shown in the tables included herein under the caption "THE REASSESSMENT DISTRICT."

### **Limited Obligation Upon Delinquency**

ALL OBLIGATIONS OF THE AUTHORITY UNDER THE TRUST AGREEMENT AND THE BONDS ARE SPECIAL OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM AND SECURED BY THE TRUST ESTATE. THE LOCAL OBLIGATIONS ARE LIMITED OBLIGATIONS OF THE CITY PURSUANT TO THE 1984 ACT AND ARE PAYABLE SOLELY FROM AND ARE

SECURED SOLELY BY THE RELATED REASSESSMENTS AND THE AMOUNTS PAYABLE ON THE LOCAL OBLIGATIONS.

THE AUTHORITY AND THE CITY HAVE NO OBLIGATION TO ADVANCE MONEYS TO PAY BOND DEBT SERVICE IN THE EVENT OF DELINQUENT REASSESSMENT INSTALLMENTS. OWNERS OF BONDS SHOULD NOT RELY UPON THE AUTHORITY OR THE CITY TO ADVANCE MONEYS TO THE LOCAL OBLIGATION REDEMPTION FUND OR OTHER FUNDS, NOTWITHSTANDING THE FOREGOING, THE CITY MAY, AT ITS SOLE OPTION AND IN ITS SOLE DISCRETION ELECT TO ADVANCE AVAILABLE SURPLUS FUNDS OF THE CITY LEGALLY AVAILABLE THEREFOR TO PAY FOR ANY DELINQUENT INSTALLMENTS PENDING SALE, REINSTATEMENT, OR REDEMPTION OF ANY DELINQUENT PROPERTY.

THE LOCAL OBLIGATIONS AND INTEREST THEREON ARE NOT PAYABLE FROM THE GENERAL FUNDS OF THE CITY (INCLUDING THE CITY'S GENERAL FUND).

### **Collection of Reassessments**

Pursuant to the Act, installments of principal and interest sufficient to meet annual debt service on the Local Obligations are included on the regular county tax bills sent to owners of property against which there are unpaid Reassessments. These annual Reassessment installments are to be paid into the Local Obligation Redemption Fund established in connection with the issuance of the Local Obligations and transferred to Wells Fargo Bank, National Association, as paying agent for the Local Obligations, to be used to pay debt service on the Local Obligations as it becomes due. The Local Obligations will be registered in the name of the Trustee for the Bonds, who will use the amounts it receives as holder of the Local Obligations to pay principal and interest payments on such the Bonds as they become due, pursuant to the Trust Agreement.

The City has no obligation to advance funds with respect to the Local Obligations except to the extent that delinquent Reassessments are paid or proceeds from foreclosure sales are realized. The Local Obligations are limited obligations of the City payable from the Reassessments and the City has no obligation to advance funds to pay the Limited Obligations, except from the Reassessment Revenues. Likewise, the Bonds are a limited obligation of the Authority and the Authority has no obligation to advance funds to pay the Bonds, except from the Trust Estate as provided in the Trust Agreement, which is principally derived from payments received on the Local Obligations.

### **San Joaquin County Teeter Plan**

[The County and its subsidiary political subdivisions operate under the provisions of Sections 4701 through 4717, inclusive, of the Revenue and Taxation Code of the State of California, commonly referred to as the "Teeter Plan," with respect to property tax collection and disbursement procedures. These sections provide an alternative method of apportioning secured taxes whereby agencies levying taxes through the County tax roll may receive from the County 100% of their taxes at the time they are levied. The County treasury's cash position (from taxes) is insured by a special tax loss reserve fund, accumulated from delinquent penalties.

The Teeter Plan method of apportioning taxes extends to all assessments being collected on the County tax roll. Although a local agency currently receives the total levy for its special assessments, without regard to actual collections, the basic legal liability for assessment deficiencies at all times remains with the sponsoring agency and, therefore, the alternative method of tax apportionment only assists the agency in the current financing of the maturing debt service requirements. The Board of Supervisors may discontinue the procedures under the Teeter Plan altogether, or with respect to any tax or

assessment levying agency in the County, if the rate of secured tax and assessment delinquency in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured rolls for that agency.]

[The special assessment installments for the Reassessment District will be collected pursuant to the procedures described above. Thus, so long as the County maintains its policy of collecting assessments pursuant to said procedures and the City meets the Teeter Plan requirements, the City will receive 100% of the annual assessment installments levied without regard to actual collections in the District. In practice, however, the City is likely to remove delinquent assessment collection from the tax roll so as to pursue foreclosure proceedings and once the property is removed, Teeter Plan collection will no longer be applicable to such property. Further, there is no assurance that the County Board of Supervisors will maintain its policy of apportioning assessments pursuant to the aforementioned procedures.]

[The City has elected [not] to participate in the Teeter Plan, accordingly the revenue generated from the Reassessments will be the actual Reassessments collected.]

### **Covenant to Commence Superior Court Foreclosure on Reassessments**

The 1984 Act provides that in the event any Reassessment or installment thereof or any interest thereon is not paid when due, the City may order the institution of a court action to foreclose the lien of the unpaid Reassessment and acquire title to the parcel to which the delinquency relates. In such an action, the real property subject to the unpaid Reassessments may be sold at judicial foreclosure sale. This foreclosure sale procedure is not mandatory. However, the City has covenanted in the Local Obligation Resolution for the benefit of the Owners of the Bonds that it will order, and cause to be commenced, and thereafter diligently prosecute an action in the superior court to foreclose the lien of any Reassessment or installment thereof which has been billed, but has not been paid, pursuant to and as provided in sections 8830 and 8835, inclusive of the Bond Law and the conditions specified in the Local Obligation Resolution. The Chief Financial Officer shall notify legal counsel to the City of any such delinquency of which the Chief Financial Officer is aware, and such counsel shall commence, or cause to be commenced, such foreclosure proceedings, including collection actions preparatory to the filing of any complaint. The following conditions shall apply to the foreclosure proceedings which shall be commenced within 60 days of any of the following determinations which shall be made by the City not later than October 1 of each Fiscal Year, provided that the City may undertake foreclosure proceedings sooner than specified below:

(A) *Individual Delinquencies.* If the City determines that any single parcel subject to the Reassessment in the District is delinquent in the payment of Reassessments in the aggregate amount of \$3,000 or more, then the City shall send or cause to be sent a notice of delinquency (and a demand for immediate payment thereof) to the property owner within 60 days of such determination, and (if the delinquency remains uncured) foreclosure proceedings shall be commenced by the City within 120 days of such determination.

(B) *Aggregate Delinquencies.* If the City determines that the total amount of delinquent reassessment for the prior Fiscal Year for the entire Reassessment District, (including the total of delinquencies under subsection (A) above), if (1) the sum of uncured assessment delinquencies for the preceding fiscal year exceeds five percent (5%) of the assessment installments posted to the tax roll for that fiscal year or (2) there is an unscheduled draw on the reserve fund relating to the Bonds that causes such reserve fund to fall below the required reserve, the City shall notify or cause to be notified property owners who are then delinquent in the payment of reassessments (and demand immediate payment of the delinquency) within 60 days of such determination, and shall commence foreclosure proceedings within

120 days of such determination against each parcel of land in the Reassessment District with a reassessment delinquency.

The City Council has further covenanted in the Local Obligation Resolution for the benefit of the registered owners of the Local Obligations and the registered owners of the Bonds that it will monitor the records of the Auditor-Controller of San Joaquin County for the purpose of ascertaining the occurrence of any delinquency.

In California, the statutory right of redemption from such a judicial foreclosure sale provides that before notice of sale of the foreclosed parcel can be given following court judgment of foreclosure, a redemption period of 120 days must elapse. Furthermore, if the purchaser at the sale is the judgment creditor (here, the City) an action may be commenced by the delinquent property owner within six months after the date of sale to set aside such sale. The constitutionality of this statutory provision, which repealed a one-year redemption period effective in California until 1983, has not been tested and there can be no assurance that, if tested, such laws will be upheld. In the event such Superior Court foreclosure or foreclosures are necessary, there may be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale; it is also possible that no bid for the purchase of the applicable property would be received at the foreclosure sale. [See also “RISK FACTORS – Bankruptcy and Foreclosure” and “ – Availability of Funds to Pay Delinquent Reassessment Installments,” “ – Limited Obligation Upon Delinquency” and “ – Collection of the Reassessment” herein.]

### **No Additional Bonds**

The Trust Agreement does not permit the creation by the Authority or the City of any lien prior to or on a parity with the lien upon the Trust Estate, or which will affect the times, amounts and currency of payment of the principal of or the redemption premiums, if any, on or the interest on the Bonds, or which will affect the rights, duties or obligations of the Trustee, without the consent of the Trustee and the Owners affected thereby.

## **THE REASSESSMENT DISTRICT**

### **General Description**

In connection with the issuance of the Local Obligations and the Bonds, the City has undertaken proceedings to establish the City of Stockton, Mosher Reassessment District No. 2014-1 (the “Reassessment District” herein). The Local Obligations are being issued by the City on behalf of the Reassessment District to the Prior Bonds of the Prior Assessment District. The Bonds are being issued to acquire the Local Obligations.

The Prior Assessment District was comprised of contiguous and non-contiguous land partitioned into three areas designated as Areas, A, B and C located in the northeastern portion of the City. Area A straddles Holman Road and is bordered by Mosher Slough to the south and the Union Pacific Railroad to the west. Area B, the southernmost portion of the Reassessment District, lies between Holman Road to the west and State Highway 99 Frontage Road to the east. Marantha Drive, existing in a north/south direction, and Inspiration Drive, existing in an east/west direction, intersects and divides Area B into four similarly sized quadrants. Area C, adjacent to Area B to the south, straddles Morada Lane and is bordered by State Highway 99 Frontage Road to the east. Morada Lane provides immediate access to State Highway 99 just east of the Reassessment District.



The Reassessment District is comprised of 1,383 parcels (of which 1,372 are residential and 7 commercial or industrial and 4 are governmental per County Assessor records) encompassing approximately 341 acres in the City subject to the Reassessment for fiscal year 2013-14. The Reassessment District is 100% developed, consisting of approximately 91% of developed residential and 8% of developed commercial, with the remainder governmental. The Prior Assessment District was originally formed to finance a portion of certain infrastructure improvements of benefit the Prior Assessment District, consisting generally of street, water, sewer, and storm water drainage infrastructure improvements for the Prior Assessment District. The Improvements have been completed and are owned, operated, and maintained by the City.

Primary access to the property in the Reassessment District is provided via Holman Road, Morada Lane, and State Highway 99 Frontage Road, all of which are main roadways through the area. The Holman Road extension connects Hammer Lane with Morada Lane to the north. Both Morada Lane and Hammer Lane provide immediate access to State Highway 99 to the east. Hammer Lane also provides direct access to Interstate 5, approximately five miles west of the Reassessment District. Access within the properties via interior streets. Inspiration Drive and Marantha Drive, interior streets within Area B, and Salvatore Lane, an interior street within Area A, will provide access to the residential component. Morada Lane provides access to both portions (multifamily and commercial) of Area C.

The Reassessment District contains 341.13 gross acres of single-family residential, multifamily residential and commercial development. The area is fully developed and consists of 1,372 single-family residences, 7 commercial parcels and other parcels subject to the Reassessment. Areas A & B, the residential components of the Reassessment District, contain 182.05 and 122.20 acres, respectively. Area C abuts Highway 99 and is principally commercial with some multifamily uses. The northern portion of Area C, the commercial use component, contains 14.90 acres. The southern portion of Area C, includes multifamily residential development and contains 21.98 acres. The topography of the property in the Reassessment District is generally level. Reassessments range from approximately \$\_\_\_ to \$\_\_\_ per single-family residence.

The Reassessment Diagram is shown in APPENDIX F – “REASSESSMENT DISTRICT BOUNDARY MAP.”

### **The Reassessments**

Subject only to the provisions of the Local Obligation Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Local Obligation Resolution, all of the Reassessments (including prepayments thereof), together with interest and any penalties thereon, and any other amounts (including proceeds of the sale of the Local Obligations) held in any fund or account established pursuant to the Local Obligation Resolution are pledged by the City to secure the payment of the principal of, premium, if any, and interest on the Local Obligations in accordance with their terms, the provisions of the Local Obligation Resolution and the Act. Said pledge will constitute a first lien on such assets.

Pursuant to the Act, the Bonds are issued on the basis of findings by the City that (1) each estimated Reassessment Installment, is less than the corresponding annual installment of principal and interest on the portion of the original assessment or reassessment being superseded and supplanted, by the same percentage for each assessment or reassessment district within the Reassessment District, provided that any amount added to the annual installments on the reassessment due to a delinquency in payment on the original assessment or reassessment need not be considered in this calculation; (2) the number of years to maturity of the Bonds is not more than the number of years to the last maturity of the applicable Prior Bonds, and (3) the principal amount of the Reassessment on each subdivision of land within the



Reassessment District is less than the unpaid principal amount of the portion of the original assessment or reassessment within each previously formed assessment district and reassessment district relating to the Prior Bonds being superseded and supplanted by the same percentage for each subdivision of land within each previously formed assessment district and reassessment district relating to the Prior Bonds constituting a portion of the Reassessment District, provided that any amount added to a reassessment because of a delinquency in payment on the original assessment or reassessment need not be considered in this calculation. Under the Act, any reassessment so approved and confirmed shall not be deemed to be an assessment within the meaning of, and may be ordered without compliance with the procedural requirements of, Article XIID of the California Constitution. See “RISK FACTORS – Proposition 218.”

The City will comply with all requirements of the Act and the Local Obligation Resolution to assure the timely collection of the Reassessments, and interest thereon, including, without limitation, the enforcement of delinquent Reassessments. Any funds received by the City in and for the Reassessment District, including, but not limited to, collections of Reassessments (including prepayments thereof), and interest thereon, upon the secured tax rolls, collections of delinquent Reassessments and interest and penalties thereon, through foreclosure proceedings or otherwise, and collections of amounts for the Continuing Costs of the Bonds, will as soon as practicable be transmitted directly to the Fiscal Agent, without deduction, to be deposited into the funds and accounts under the Local Obligation Resolution. Pursuant to the Local Obligation Resolution, the Fiscal Agent will establish, maintain and hold in trust the Redemption Fund and the following accounts therein: the Prepayment Account and the Continuing Costs Account. In addition, the Fiscal Agent will establish, maintain and hold in trust the Reserve Fund. The Bonds are secured by the amounts held in such funds and accounts. Principal of and interest on the Bonds are payable exclusively out of the Redemption Fund.

Payments of the principal of, premium, if any, and interest on the Bonds are payable solely from the Reassessments and the other assets pledged therefor under the Local Obligation Resolution, together with interest and any penalties received with respect thereto, and any other amounts (including proceeds of the sale of the Bonds) held in any account established pursuant to the Local Obligation Resolution for the Bonds. Pursuant to the Local Obligation Resolution, the Fiscal Agent will establish, maintain and hold in trust a special fund designated the “Redemption Fund.” Except as otherwise provided in the Local Obligation Resolution, the Fiscal Agent will deposit in the Redemption Fund all Reassessments (other than prepayments thereof), together with interest and any penalties thereon, and any other amounts required to be deposited therein by the Local Obligation Resolution or the Act. Notwithstanding any other provision of the Local Obligation Resolution, the City is not obligated to advance available funds from the City treasury to cure any deficiency in the Redemption Fund. All obligations of the City under the Bonds are not general obligations of the City, but are limited obligations, payable solely from the Reassessments and the other assets pledged therefor under the Local Obligation Resolution. Neither the faith and credit nor the taxing power of the City or the State, or any political subdivision thereof, is pledged to the payment of the Bonds.

Under the Act, any reassessment so approved and confirmed shall not be deemed to be an assessment within the meaning of, and may be ordered without compliance with the procedural requirements of, Article XIID of the California Constitution. See “RISK FACTORS – Proposition 218.”

The amount of the Reassessment was calculated for each of the individual parcels of land securing the Prior Bonds and reduced proportionally among those parcels securing such Prior Bonds.

Payments of the principal of, premium, if any, and interest on the Local Obligations are payable solely from the Reassessments and the other assets pledged therefor under the Local Obligation Resolution, together with interest and any penalties received with respect thereto, and any other amounts (including proceeds of the sale of the Local Obligations) held in any account established pursuant to the

Local Obligation Resolution (except the Rebate Fund). Pursuant to the Local Obligation Resolution, the Paying Agent will establish, maintain and hold in trust a special fund designated the "Redemption Fund." Except as otherwise provided in the Local Obligation Resolution, the Paying Agent will deposit in the Redemption Fund all Reassessments (other than prepayments thereof), together with interest and any penalties thereon, and any other amounts required to be deposited therein by the Local Obligation Resolution or the Act. Notwithstanding any other provision of the Local Obligation Resolution, the City is not obligated to advance available funds from the City treasury to cure any deficiency in the Redemption Fund. All obligations of the City under the Local Obligations are not general obligations of the City, but are limited obligations, payable solely from the Reassessments and the other assets pledged therefor under the Local Obligation Resolution. Neither the faith and credit nor the taxing power of the City or the State, or any political subdivision thereof, is pledged to the payment of the Local Obligations.

### **Reassessment Installments**

The Reassessments and interest thereon, will be payable and be collected in the same manner at the same time and in the same installments as the general taxes on real property are payable, and have the same priority, become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property. The Reassessments, together with the interest thereon, will be payable in each year preceding the date of maturity of the Local Obligations in an amount sufficient, together with other amounts available therefor, to pay the principal of the Local Obligations, and interest thereon, when due.

All moneys collected by the City as administrative costs pertaining to administration of the reassessments and the Local Obligations shall also be deposited in the Expense Fund. All money in the Expense Fund shall be disbursed on such dates and in such amounts as are necessary to pay all costs of administering the reassessments and the Local Obligations (as provided under the Act), including all expenses incident to administering installments and prepayments collected on account of the unpaid reassessments, apportioning the reassessments if necessary in the event of division of any reassessment parcel, and all expenses incident to the calling, retiring or paying of the Local Obligations, and including, but not limited to, fees of bond counsel, underwriters, trustees, certified public accountants and rating agencies, continuing disclosure service providers, administrative expenses of the City, administrative expenses and charges of the Authority in connection with its administration of the City of Stockton, Mosher Reassessment District No. 2014-1 and the Bonds, and the charges of the Chief Financial Officer in connection with the Local Obligations and the Bonds.

On or before each Interest Payment Date, the Paying Agent will withdraw from the Redemption Fund for payment to the Owners of the Local Obligations the principal, if any, of and interest then due and payable on the Local Obligations. Five Business Days prior to each Interest Payment Date, the Paying Agent will determine if the amounts then on deposit in the Redemption Fund are sufficient to pay the principal, if any, of and interest due on the Local Obligations on such Interest Payment Date. In the event that amounts in the Redemption Fund are insufficient for such purpose, the Paying Agent, on or before such Interest Payment Date, will withdraw from the Reserve Fund to the extent of any funds therein the amount of such insufficiency, and will transfer any amounts so withdrawn to the Redemption Fund. Amounts so withdrawn from the Reserve Fund and deposited in the Redemption Fund will be applied to the payment of the Local Obligations. The City will not be obligated to advance available funds of the City to cure any deficiency which may occur in the Redemption Fund; provided, however, that said determination will not prevent the City, in its sole discretion, from so advancing funds.

Any Reassessment may be prepaid at any time by paying, in whole or part, the unpaid amount thereof less, if available, the amount, if any, transferred to the Redemption Fund from the Reserve Fund pursuant to the Local Obligation Resolution, together with the redemption premium, if any, set forth in

the Local Obligation Resolution and interest on such prepaid Reassessment (if not collected in a Reassessment installment) to the earliest redemption date for which notice of redemption may be given in accordance with the Local Obligation Resolution.

The Reassessment District is included in the County's Teeter Plan, which is an alternative method for the distribution of secured property taxes to local agencies. If the County's Teeter Plan is terminated (or if the County fails to make payments to the City when due under the Teeter Plan), the failure of any owners to pay Reassessment installments in a timely manner could result in the unavailability of money to pay the principal of or interest on the Local Obligations. See "San Joaquin County Teeter Plan" below.

### **Priority of Lien**

The Reassessments and each Reassessment installment and any interest and penalties thereon, constitute a lien against the respective parcels of assessable property within the Reassessment District until the same are paid. Such lien is subordinate to all fixed special assessment liens previously imposed upon the same property but has priority over all private liens and over all fixed special assessment liens which may thereafter be created against the property. Such lien is co-equal to and independent of the lien for general taxes and any lien imposed under the Mello-Roos Community Facilities Act of 1982, as amended. See "THE REASSESSMENT DISTRICT – Direct and Overlapping Debt" herein for a description of other special taxes or assessments secured by a lien on property within the Reassessment District.

### **Existing Liens**

Contained within the Reassessment District are numerous overlapping local agencies providing public services and having liens against the respective parcels of assessable property within the Reassessment District. See "THE REASSESSMENT DISTRICT – Direct and Overlapping Debt" herein. Among other liens, the assessable parcels of property in the Reassessment District are subject to an annual maintenance assessment levied by the City for street lighting, landscape and park maintenance.

### **Method of Reassessment**

At the time of formation of the Prior Assessment District, the estimated total amount of the Prior Assessment Bonds was apportioned among the parcels with unpaid assessments within the boundaries of the Prior Assessment District. The amount was distributed in proportion to the ratio of the unpaid balance on the original assessment for each individual parcel within the Prior Assessment District to the total unpaid balance on the original assessment of all of the parcels within the Prior Assessment District. The estimated amount of each original assessment, identified by assessment number, is shown in the assessment report prepared by the original assessment engineer, and is on file with the City.

The Reassessments replace the original assessments created at the time the Prior Assessment District was created. The 1913 Act does not define specific formulas for allocation of project costs among the parcels within the Prior Assessment District. The 1913 Act, however, requires each parcel to be assessed its share of the project costs in accordance with the benefit conferred on each parcel by construction of the Improvements. Assessment spread formulae are typically based on land area, actual or adjusted street frontage, utility service consumption, and traffic generation or a combination thereof. At the time of formation of the Prior Assessment District, the Engineer of Work appointed by the City provided the assessment spread formula for the Prior Assessment District. The assessment spread formula as originally set forth in the Engineer's Report for the Prior Assessment District provided for an assessment amount for each large lot parcel in the respective Prior Assessment District, which per-parcel amount was allocated to the subdivided lots in the Prior Assessment District as subdivision of the

property occurred. The formula for use in determining the portion of the original assessment within the Prior Assessment District allocable to each subdivided lot was based on the anticipated subdivision plans set forth in the tentative and final maps and other information available to the Engineer of Work from the City. The reassessment spread created in connection with the Reassessment District similarly allocates the total Reassessment among all properties in the Reassessment District, using a lesser amount as a result of the refunding of the Prior Bonds.

### **Ownership of Property**

Unpaid Reassessments do not constitute a personal indebtedness of the owners of the parcels within the Reassessment District and the owners have made no commitment to pay the principal of or interest on the Local Obligations or the Bonds or to support payment of the Local Obligations or the Bonds in any manner. There is no assurance that the owners have the ability to pay the Reassessment installments or that, even if they have the ability, they will choose to pay such installments. An owner may elect to not pay the Reassessments when due and cannot be legally compelled to do so. Neither the City nor any Owner of Bonds will have the ability at any time to seek payment from the owners of property within the Reassessment District of any Reassessment or any principal or interest due on the Bonds, or the ability to control who becomes a subsequent owner of any property within the Reassessment District.

Property in the Reassessment District is comprised principally of homes occupied by homeowners, with some supporting commercial or industrial development. The Prior Assessment District was originally formed to finance a portion of certain infrastructure improvements to support residential development, consisting generally of street, water, sewer, and storm water drainage infrastructure improvements for the Prior Assessment District, which Improvements are completed and owned, operated, and maintained by the City. Most of the developed property in the Reassessment District is completed single-family homes owned by individual homeowners.

For more information on ownership of property and assessed valuation of property in the Reassessment District, as part of the Reassessment District, see the tables and information above under the caption "REASSESSMENT DISTRICT."

### **Reassessment Proceedings**

The proceedings for the Reassessment District were conducted pursuant to the Act and a resolution adopted by the City Council on July 29, 2014. The City Council confirmed a total Reassessment in the Reassessment District of \$\_\_\_\_\_ on July 29, 2014 on the basis of the preliminary principal amount for the Bonds, and recorded such confirmed Reassessment. Willdan Financial Services, Anaheim, California (the "Reassessment Engineer"), prepared a written report, dated \_\_\_\_\_, 2014 (the "Engineer's Report"), which contains, among other things, the proposed Reassessment for each of the parcels in the Reassessment District. With respect to the Prior Assessment District described herein for which the City completed its proceedings for the levy of assessments after July 1, 1997, the City complied with the provisions of Section 4 of Article XIID. The total amount of the proposed Reassessments was based upon the Reassessment Engineer's estimated cost of redemption of the Prior Bonds and findings by the City that (1) each estimated Reassessment installment attributable to the Prior Assessment District, is less than the corresponding annual installment of principal and interest on the portion of the original assessment within such Prior Assessment District being superseded and supplanted, by the same percentage for each parcel within such Prior Assessment District, provided that any amount added to the annual installments on the Reassessment due to a delinquency in payment on the original assessment need not be considered in this calculation (which addition is not applicable to the Reassessment); (2) the number of years to maturity of the Bonds relating to a group of Prior Bonds is not

more than the number of years to the last maturity of the Prior Bonds, and (3) the principal amount of the Reassessment on each subdivision of land within the Reassessment District relating to the Prior Assessment District is less than the unpaid principal amount of the portion of the original assessment within such Prior Assessment District being superseded and supplanted by the same percentage for each subdivision of land within such Prior Assessment District, provided that any amount added to a Reassessment because of a delinquency in payment on an original assessment need not be considered in this calculation (which addition is not applicable to this Reassessment). The Reassessment Report will be updated to reflect an aggregate reassessment equal to the \$\_\_\_\_\_ principal amount of Bonds and filed with the City.

### **Assessment Proceedings**

The Prior Assessment District was established pursuant to provisions of the Municipal Improvement Act of 1913 (Division 12 of the California Streets and Highways Code) (the “Act”), the Bond Law, proceedings taken by the City pursuant to the provisions of Resolution No. 03-0349 adopted by the City Council of the City on June 24, 2003 and a Fiscal Agent Agreement dated as of September 1, 2003, between the City and Wells Fargo Bank, National Association, San Francisco, California. The assessment proceedings resulted in the levy of a total Assessment of \$18,210,000 against property within the Prior Assessment District; after issuance of the Prior Bonds, no additional bonds will be issued secured by the Assessments.

### **Valuation of Property in the Reassessment District**

The value of the land within the Reassessment District is a critical factor in determining the investment quality of the Bonds. If a property owner defaults in the payment of Reassessment installments, the City’s only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Reassessments. See “SECURITY FOR THE BONDS AND SOURCES OF PAYMENT – Covenant to Commence Superior Court Foreclosure on Reassessments” and “RISK FACTORS – Bankruptcy and Foreclosure.” Reductions in Reassessment 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 Reassessments.

In connection with valuing property in the Reassessment District, the City has obtained the 2013-14 County assessed valuation (the “Assessed Valuation”) of the property in the Reassessment District. As provided by Article XIII A of the California Constitution, county assessors’ assessed values are to reflect market value as of the date the property was last assessed (or 1975, whichever is more recent), increased by a maximum of 2% per year, subject to certain exceptions. Properties may be reassessed by the County only upon a change of at least 51% ownership of existing property or upon new construction. The assessed values of parcels in the Reassessment District thus reflect, for undeveloped parcels, the estimate of the County Assessor (the “Assessor”) of market value when acquired (or 1975, whichever is later), possibly increased by 2% per year, and for parcels on which construction has occurred since their date of acquisition, the Assessor’s estimate of market value as of the time of construction, possibly increased by 2% per year. The actual market value of parcels in the Reassessment District, if sold at foreclosure, may be higher or lower than the Assessor’s assessed values, depending upon the date of the Assessor’s most recent assessment. The actual fair market value of any parcel can often be more accurately established through an arms-length sale or an appraisal by an independent appraiser. The City has not undertaken an independent appraisal of any parcel.

The Reassessment District is comprised of 1,383 parcels (of which 1,372 are residential and 7 commercial or industrial and 4 are governmental per County Assessor records) subject to a Reassessment

for fiscal year 2013-14. The aggregate 2013-14 County assessed valuation of property in the Reassessment District is \$323,341,494, as shown in the table below.

The following table sets forth the historical assessed valuation change for the property in Prior Assessment District 2008-09 for the past five fiscal years and the current fiscal year.

**City of Stockton  
Prior Assessment District 2003-02  
Historical Assessed Valuation Change**

<b>Fiscal Year</b>	<b>Assessed Value</b>	<b>Annual Change (%)</b>
<b>2007-08</b>	<b>\$605,565,908</b>	
2008-09	492,396,509	-18.7%
2009-10	375,236,567	-23.8
2010-11	336,079,549	-10.4
2011-12	312,894,070	-6.9
2012-13	313,693,680	0.3
2013-14	323,341,494	3.1

<sup>(1)</sup> Source: Fiscal Years 2009 - 2014 assessed values from Fiscal Years 2009 - 2014 Annual Reports for the Prior Assessment District. Fiscal Year 2014 assessed value from San Joaquin County Assessor's Office as of January 2014.

**Value to Lien Ratios**

The following table shows summary value to lien ratios by land use as of \_\_\_\_\_. For more information on ownership of property and assessed valuation of property in the Reassessment District.

**City of Stockton**  
**Prior Assessment District 2003-02**  
**Value to Lien Ratio Summary by Land Use**

<b>Land Use</b>	<b>Number of Parcels</b>	<b>Assessed Land</b>	<b>Assessed Structure</b>	<b>Total Assessed Value</b>	<b>Reassessment</b>	<b>Overlapping Debt</b>	<b>Value to Lien Ratio <sup>(1)</sup></b>	<b>Value to Lien &amp; Overlapping Debt Ratio</b>
Residential	1,372	\$85,237,019	\$211,864,552	\$297,101,571	\$12,936,648	\$5,194,807	22.97	16.39
Commercial	7	9,036,509	17,089,397	26,125,906	1,116,898	456,910	23.39	16.60
Governmental	4	114,017	0	114,017	106,454	1,994	1.07	1.05
<b>Totals</b>	<b>1,383</b>	<b>\$94,387,545</b>	<b>\$228,953,949</b>	<b>\$323,341,494</b>	<b>\$14,160,000</b>	<b>\$5,653,711</b>	<b>22.83</b>	<b>16.32</b>

<sup>(1)</sup> Value to Lien Ratio does not include overlapping debt.

Source: San Joaquin County Fiscal Year 2013-14 Secured Property Roll, as compiled by Willdan Financial Services.



The definition of developed is those properties which include both land and structure value per 2013-14 assessed values. The following table shows value to lien distribution by range and value to lien ratios by Prior Assessment District as of \_\_\_\_\_. Additional summary information by Prior Assessment District is included in this Official Statement.

**City of Stockton**  
**Prior Assessment District 2003-02**  
**Value to Lien Ratios by Prior Assessment District**

<u>Value to Debt</u>	<u>Number of Parcels</u>	<u>Land Value</u>	<u>Structure Value</u>	<u>Total Value</u>	<u>Overlapping Debt</u>	<u>Reassessment</u>	<u>Percent of Reassessment</u>
20:1 to 29.99:1	179	\$16,292,452	\$ 39,315,608	\$ 56,608,060	\$ 870,465	\$ 1,496,973	10.57%
10:1 to 19.99:1	1,194	75,868,716	189,638,341	265,507,057	4,742,109	12,252,888	88.53
5:1 to 9.99:1	4	1,270,457	0	1,270,457	22,425	133,151	0.94
Less than 4.99:1	6	955,920	0	955,920	18,712	276,988	1.96
<b>Total</b>	<b>1,383</b>	<b>\$94,387,545</b>	<b>\$228,953,949</b>	<b>\$323,341,494</b>	<b>\$5,653,711</b>	<b>\$14,160,000</b>	<b>100.00%</b>

Source: San Joaquin County Fiscal year 2013-14 Secured Property Roll, as compiled by Willdan Financial Services.

The following table is a representative sample of tax rates for Fiscal Year 2013-14.

**City of Stockton  
Prior Assessment District 2003-02  
2013-14 Sample Tax Rates**

<b>APN</b>	<b>Land Use</b>	<b>Assessed Valuation</b>	<b>Total Tax</b>	<b>Tax Rate</b>
122-080-040-000		\$283,000	\$3,481	1.23%
122-080-460-000		245,000	3,603	1.47
122-100-320-000		284,000	4,015	1.41
126-260-780-000		192,000	3,246	1.69
124-100-170-000		264,180	4,058	1.54
124-350-270-000		193,800	3,299	1.70

Source: San Joaquin County Fiscal Year 2013-14 Secured Property Roll, as compiled by Willdan Financial Services.

The following table shows the top ten payers of the Assessments of Prior Assessment District 2003-02 as of \_\_\_\_\_, 20\_\_\_\_. The only taxpayer expected to be responsible for more than 1.0% of the Reassessments is ROIC California LLC (a \_\_\_\_\_), which owns parcels which account for 7.55% of the total Reassessments.

**City of Stockton  
Prior Assessment District 2003-02  
Top 10 Taxpayers by Reassessment Amount**

<b>Owner</b>	<b>Number of Parcels</b>	<b>Reassessment Amount</b>	<b>Percent of Total</b>
ROIC California LLC	6	\$ 1,069,432	7.55%
Legacy Park Apartment Assoc. LLC	2	124,045	0.88
Morada Crossing Apartment Assoc. LLC	3	91,489	0.65
Lodi Unified School District	1	79,136	0.56
Cheema, Jasibir S & Tarenjit Kaur	1	47,466	0.34
Larkins, Joseph & Olivia Trust	4	39,893	0.28
Joe T. Heskett Family LP	4	29,682	0.21
Ajmal, Abid & Amra	2	20,119	0.14
Le, Julie	2	20,119	0.14
Martinez, Leonel P & Patricia E	2	20,115	0.14
Remaining Property Owners	1,356	12,618,504	89.11
<b>Totals</b>	<b>1,383</b>	<b>\$14,160,000</b>	<b>100.00%</b>

Source: San Joaquin County Fiscal Year 2013-14 Secured Property Roll, as compiled by Willdan Financial Services.

**Direct and Overlapping Debt**

Set forth below is a schedule of direct and overlapping debt as of May 1, 2014 for the Prior Assessment District prepared by California Municipal Statistics Inc. The table is included for general information purposes only. The City has not reviewed this table for completeness or accuracy and makes no representations in connection therewith.

The first column in the table names each public agency which has outstanding debt as of May 1, 2014, and whose territory overlaps the Prior Assessment District in whole or in part. The second column shows the percentage of each overlapping agency's assessed value located within the boundaries of the Prior Assessment District. This percentage, multiplied by the total outstanding debt of each overlapping agency (which is not shown in the table) produces the amount shown in the third column, which is the apportionment of each overlapping agency's outstanding debt to taxable property in the Prior Assessment District.

The table generally includes long-term obligations sold in the public credit markets by the public agencies listed. Such long-term obligations generally are not payable from revenues of the City or the Reassessment District (except as indicated) nor are they necessarily obligations secured by land within the City or the Reassessment District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

The City has created a landscape and lighting assessment district which imposes a lien on property in the Reassessment District for a maximum annual assessment is \$\_\_\_\_\_ with an annual escalator of 3%. Other local agencies whose boundaries overlap those of the Reassessment District could, without the consent of the City and in certain cases without the consent of the owners of the land within the Reassessment District, impose additional taxes or assessment liens on the land within the Reassessment District. The purpose would be to finance additional regional or local public improvements or services. The lien created on the land within the Reassessment District through the levy of such additional taxes or assessments may be on a parity with the lien of the Reassessment.

**City of Stockton  
Assessment District 2003-02  
Direct and Overlapping Debt**

2013-14 Local Secured Assessed Valuation: \$323,341,494 (Land and Improvements)

<b><u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u></b>	<b><u>% Applicable</u></b>	<b><u>Debt 5/1/14</u></b>
San Joaquin Delta Community College District General Obligation Bonds	0.538%	\$ 635,357
Lodi Unified School District General Obligation Bonds	2.463	2,266,333
Lodi Unified School District SFID No. 1 General Obligation Bonds	6.518	2,752,020
<b>City of Stockton Assessment District No. 2003-02</b>	<b>100.000</b>	<b>15,245,931<sup>(1)</sup></b>
<b>TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT</b>		<b>\$20,899,641</b>
 <b><u>OVERLAPPING GENERAL FUND DEBT:</u></b>		
San Joaquin County Certificates of Participation	0.593%	\$949,505
Lodi Unified School District Certificates of Participation	2.463	959,866
City of Stockton General Fund and Pension Obligations	1.893	4,697,114
<b>TOTAL OVERLAPPING GENERAL FUND DEBT</b>		<b>\$6,606,485</b>
 <b>COMBINED TOTAL DEBT</b>		<b>\$27,506,126<sup>(2)</sup></b>

<sup>(1)</sup> Excludes the Bonds to be sold.

<sup>(2)</sup> Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Ratios to 2013-14 Assessed Valuation:

<b>Direct Debt (\$15,245,931)</b>	<b>4.72%</b>
Total Direct and Overlapping Tax and Assessment Debt	6.46%
Combined Total Debt	8.51%

Source: California Municipal Statistics Inc.

**Reassessment District Value to Lien Ratios**

The 2013-14 aggregate assessed valuation of the real property within the Reassessment District is \$323,341,494. In comparing the aggregate value of the real property within the Reassessment District and the principal amount of the Bonds, it should be noted that only the Assessor's parcel of real property upon which there is a delinquent Reassessment installments can be foreclosed upon. All of the real property within the Reassessment District cannot be foreclosed upon as a whole to pay delinquent Reassessment unless all of the property is subject to delinquent Reassessments. Individual parcels may be foreclosed upon to pay delinquent Reassessment levied against such parcels only.

The principal amount of the Local Obligations will not be allocated pro-rata among the parcels within the Reassessment District; rather, the annual Reassessment installments for the Reassessment District will be billed annually for each parcel within the Reassessment District. Upon sale of developed parcels, the buyer typically acquires the property subject to the unpaid portion of any special taxes and assessments levied against the parcel purchased. Special taxes and assessments (including reassessments) are not required to be removed from the property and are not required to be, but may be, paid off in full upon transfer of property or upon development of the property. The overlapping general obligation bond debt is not subject to foreclosure, and is typically not considered as part of the value to lien ratio. It is shown here primarily for information purposes and to be consistent with the rating report. The value to lien ratio for property subject to land secured debt is \_\_\_\_ times the aggregate principal amount of outstanding Reassessments, special taxes and other parity land-secured debt.

## Property Tax Status

The following table sets forth a history of collections and delinquencies in the payment of the assessments of the Prior Assessment District for the past \_\_\_\_ fiscal years.

### Historical Delinquency Data Assessment District 2003-02

<b>Fiscal Year</b>	<b>Billed Amount</b>	<b>Delinquent Amount</b>	<b>Percentage Delinquent</b>	<b>Number of Parcels Billed</b>	<b>Number of Delinquent Parcels</b>
2007-08 <sup>(1)</sup>	\$1,405,133	\$47,700	3.40%	1,380	64
2008-09 <sup>(2)</sup>	1,412,756	26,935	1.91	1,380	35
2009-10 <sup>(3)</sup>	1,418,136	39,125	2.76	1,380	42
2010-11 <sup>(4)</sup>	1,423,158	7,415	0.52	1,380	10
2011-12 <sup>(5)</sup>	1,388,357	8,896	0.64	1,380	11
2012-13 <sup>(6)</sup>	1,420,609	12,413	0.87	1,383	7
<b>2013-14 <sup>(7)</sup></b>					

<sup>(1)</sup> Fiscal Year 2007-08 delinquency data per the City of Stockton as of November 2008.

<sup>(2)</sup> Fiscal Year 2008-09 delinquency data per the City of Stockton as of December 2009.

<sup>(3)</sup> Fiscal Year 2009-10 delinquency data per the City of Stockton as of December 2010.

<sup>(4)</sup> Fiscal Year 2010-11 delinquency data per the City of Stockton as of November 2011.

<sup>(5)</sup> Fiscal Year 2011-12 delinquency data per the City of Stockton as of October 2012.

<sup>(6)</sup> Fiscal Year 2012-13 delinquency data per the City of Stockton as of October 2013.

<sup>(7)</sup> Fiscal Year 2013-14 delinquency data represents \_\_\_\_\_ per the City of Stockton as of \_\_\_\_\_, 2014.

Source: Willdan Financial Services.

## CITY OF STOCKTON

### General

The City is located in California's San Joaquin Valley, 78 miles east of the San Francisco Bay area, 345 miles north of Los Angeles and 45 miles south of Sacramento. The Stockton Metropolitan Statistical Area, which encompasses the entire County, covers approximately 1,400 square miles. The City is a municipal corporation and a charter city, duly organized and existing under the constitution and laws of the State. The City's boundaries encompass 55.1 square miles.

For more demographic and economic information regarding the City, See APPENDIX A – "GENERAL INFORMATION ABOUT THE COUNTY OF SAN JOAQUIN AND THE CITY OF STOCKTON."

### Effect of City Chapter 9 Filing

Over two years ago, the City commenced a confidential neutral evaluation process under the provisions of California Government Code Section 53760.3 and following ("AB 506") to attempt to negotiate with its major creditors in order to avoid the necessity of the filing by the City of a petition with the United States Bankruptcy Court under chapter 9 of the United States Bankruptcy Code ("chapter 9"). As described in the Material Event Notice filed by the City on May 30, 2012, on June 5, 2012, the City Council of the City of Stockton authorized the filing of a petition under chapter 9 in the event that the AB 506 process did not result in negotiated settlement with the City's creditors that would allow the City to adopt a balanced budget for Fiscal Year 2012-13 prior to July 1, 2012 as required by law.

As described in the Material Event notice filed by the City on June 20, 2012, on June 26, 2012, the City Council considered and adopted a 2012-13 Budget and Pendency Plan. On June 26, 2012, the City Manager made the determination as authorized by the City Council that the City was unable to reach sufficient negotiated settlements with its creditors to avoid insolvency for Fiscal Year 2012-13 and adopt a balanced budget without breaching many of its contractual obligations, and instructed its attorneys to file a petition under chapter 9.

On June 28, 2012, the City filed a petition seeking relief under chapter 9 in the United States Bankruptcy Court for the Eastern District of California (the “Bankruptcy Court”). The City believes that the filing of the petition under chapter 9 will not adversely impact the Local Obligations or the Bonds, and the City intends to continue to fully perform all of its obligations with respect Local Obligations.

Under the United States Bankruptcy Code, the City’s assessment bonds are considered to be “special revenues” debt, and the pledge of and lien on the special revenues for these securities will remain in effect to secure those obligations. Accordingly, the City’s position, which the City believes is supported by the decisions of both the Bankruptcy Court and the United States Bankruptcy Appellate Panel of the Ninth Circuit in the City of Vallejo chapter 9 case, and has not been challenged by creditors of the City’s general fund, is that the City’s filing of the petition under chapter 9 will not adversely affect the pledge of and lien on the Reassessments for the Local Obligations and will not have any adverse effect on the timely payment of debt service on the Local Obligations. As of the date of this Official Statement, no filing has been made in the City’s chapter 9 case seeking to impair the pledge of and lien on the assessments for the Prior Bonds or the Reassessments for the Local Obligations.

On October 10, 2013, the City filed its Plan for the Adjustment of Debts of the City of Stockton, California (October 10, 2013) (the “Plan”) with the Bankruptcy Court along with a proposed disclosure statement (the “Disclosure Statement”). The Plan treats the Local Obligations, as well as all other enterprise, special tax and special assessment obligations of the City, as unimpaired -- meaning that the legal, equitable, and contractual rights to which the holders of the Local Obligations and the holders of such other obligations are entitled are not being altered by the Plan. On November 15, 2013, the City filed its First Amended Plan for the Adjustment of Debts of the City of Stockton, California (November 15, 2013) (“Amended Plan”) and a proposed disclosure statement. The Amended Plan continues to treat the Local Obligations and all other enterprise, special tax and special assessment obligations as unimpaired. At a hearing conducted on November 18, 2013, the Bankruptcy Court approved the amended disclosure statement, subject to the City making a few minor changes. On or before December 13, 2013, the Amended Plan and the related disclosure statement will be sent to creditors and those with claims that are impaired under the Amended Plan who are entitled to vote on it. As the holders of the Local Obligations or the Bonds are not impaired by the Amended Plan, they will not be entitled to vote on it. The Plan will be considered for confirmation by the Bankruptcy Court at a hearing scheduled to commence on March 5, 2014. Because the chapter 9 case was not resolved prior to the end of the Fiscal Year 2012-13 (June 30, 2013), the City adopted its 2013-14 budget based on the Pendency Plan then in effect.

It is likely that the Amended Plan will be amended again prior to being confirmed by the Bankruptcy Court; however, only the City may propose any amendment, and neither the creditors nor the Bankruptcy Court can impose any amendment. The City does not believe it could legally approve any amendment that would impair the rights of the holders of the Local Obligations or any other enterprise, special tax or special assessment obligations of the City. It is possible that the Bankruptcy Court could refuse to confirm the Plan either as presented or as amended, in which case the Bankruptcy Court could extend the time period to file a plan or dismiss the chapter 9 case. In the event the chapter 9 case is dismissed, the rights and remedies of the City’s creditors, including holders of the Local Obligations or the Bonds, would be governed by State law.



During the chapter 9 case, the City has not made and the Amended Plan contemplates that the City will not make payments on certain of its general fund obligations consisting of pension obligation bonds and leases supporting lease revenue bonds issued by the [Authority]. This has resulted in both the City and the [Authority] being in default on such obligations, which default may continue in the future. However, neither the City nor the [Authority] has defaulted on any payment with respect to any special fund obligations, including the Local Obligations, other obligations payable from the revenues of the Water System, obligations payable from the revenues of the City's Wastewater System and land secured obligations such as the Prior Bonds.

Whatever the outcome of the present chapter 9 case, there can be no assurance that the City will not become the subject of another chapter 9 case during the remaining term of the Local Obligations or the Bonds. However, under current bankruptcy law the City believes such a future chapter 9 case would not result in any impairment of the rights of the holders of the Local Obligations or, by extension, the Bonds.

### **Zoning**

All of the properties in the Reassessment District are located within the City and approximately 1,372 of the 1,383 parcels in the Reassessment District are zoned as residential. Additional uses are 7 commercial or industrial and 4 are governmental uses per County Assessor records, which are site specific and are generally of the type typically found in large master planned communities.

### **Flood Zones**

The majority of the property within the Reassessment District is located in areas designated as Flood Zone C. The area is described as areas of minimal flooding. Properties located in this zone are not required to purchase flood insurance.

## **RISK FACTORS**

*The following information should be considered by prospective investors in evaluating the Bonds. However, the following does not purport to be an exhaustive listing of risks and other considerations which may be relevant to investing in the Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks.*

### **General**

Under the provisions of the 1984 Act, Reassessment installments, from which funds for the payment of annual installments of principal of and interest on the Local Obligations are derived, will be billed to properties against which there are Reassessments on the regular property tax bills sent to owners of such properties. Such Reassessment installments are due and payable, and bear the same penalties and interest for non-payment, as do regular property tax installments. Scheduled Reassessment installments are in aggregate amounts sufficient for payment of the Local Obligations. A property owner cannot pay the county tax collector less than the full amount due on the tax bill, however it is possible to pay Reassessment installments directly to the City in satisfaction of the obligation to pay that Reassessment installments without paying property taxes also then due. It should also be noted that the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Reassessment installments payments in the future.

In order to pay debt service on the Bonds, it is necessary that unpaid Reassessment installments on land within the Reassessment District are paid in a timely manner. The Reassessment are secured by a lien on the parcels within the Reassessment District and the City has covenanted to institute foreclosure proceedings under certain conditions to sell parcels with delinquent installments for amounts sufficient to cover such delinquent installments in order to obtain funds to pay debt service on the Local Obligations. No reserve account has been established by the City as a source of payment of the Local Obligations.

Failure by owners of the parcels to pay Reassessment installments when due, depletion of the Reserve Fund, delay in foreclosure proceedings, or the inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent Reassessment installments levied against such parcels may result in the inability of the City to make full or punctual payments of debt service on the Local Obligations and owners of the Bonds would therefore be adversely affected.

### **Risks of Real Estate Secured Investments Generally**

The Owners and Beneficial Owners of the Bonds will be subject to the risks generally incident to an investment secured by real estate, including, without limitation, (a) adverse changes in local market conditions, such as changes in the market value of real property in the vicinity of the Reassessment District, the supply of or demand for competitive properties in such area, and the market value of competitive properties in the event of sale or foreclosure, (b) changes in real estate tax rates and other operating expenses, governmental rules (including, without limitation, zoning laws and laws relating to endangered species and hazardous materials) and fiscal policies, and (c) natural disasters (including, without limitation, earthquakes, fires, droughts and floods), which may result in uninsured losses.

### **Owners Not Obligated to Pay Bonds or Reassessments**

Unpaid Reassessments do not constitute a personal indebtedness of the owners of the parcels within the Reassessment District and the owners have made no commitment to pay the principal of or interest on the Local Obligations or the Bonds or to support payment of the Local Obligations or the Bonds in any manner. Accordingly, in the event of delinquency, proceedings may be conducted only against the real property securing the delinquent Reassessments. Thus, the value of the real property within the Reassessment District is a critical factor in determining the investment quality of the Bonds. The future unpaid Reassessments are not required to be paid upon sale of property within the Reassessment District. There is no assurance the owners shall be able to pay the Reassessment installments or that they shall pay such installments even though financially able to do so.

### **Bankruptcy and Foreclosure**

The payment of Reassessments and the ability of the City to foreclose the lien of a delinquent unpaid Reassessments, as discussed in “SECURITY FOR THE BONDS AND SOURCES OF PAYMENT – Covenant to Commence Superior Court Foreclosure,” may be limited by bankruptcy, insolvency, or other laws generally affecting creditors’ rights or by State law relating to judicial foreclosure. In addition, the prosecution of a foreclosure could be delayed due to lengthy local court calendars or procedural delays.

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, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Although bankruptcy proceedings should not cause the Reassessments to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings and could result in delinquent Reassessments not being paid in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Local Obligations and the Bonds.

### **Availability of Funds to Pay Delinquent Reassessment Installments**

Upon receipt of the proceeds from the sale of the Bonds, the Authority shall initially establish the Reserve Fund in an amount of the “Reserve Requirement,” described herein. The Reserve Requirement in the Reserve Fund shall constitute a trust fund for the benefit of the Owners of the Bonds, shall be held by the Trustee, and shall be administered by the Trustee in accordance with and pursuant to the provisions of the Trust Agreement. If a deficiency occurs in the Interest Fund or the Principal Fund for payment of interest on or principal of the Bonds, the Trustee will transfer into such funds an amount out of the Reserve Fund needed to pay debt service on the Bonds. There is no assurance that the balance in the Reserve Fund will always be adequate to pay the debt service on the Bonds in the event of delinquent Reassessment installments.

If, during the period of delinquency, there are insufficient funds in the Reserve Fund to pay the principal of and interest on the Bonds as it becomes due, a delay may occur in payments of principal and/or interest to the owners of the Bonds.

### **Limited Obligation Upon Delinquency**

The Authority’s obligation to advance moneys to pay debt service on the Bonds in the event of delinquent Reassessment installments shall not exceed the balance in the Reserve Fund. The City has made an election not to be obligated to advance funds of the City for delinquent Reassessment installments pursuant to the 1984 Act. During the period of delinquency if there are insufficient funds in the Reserve Fund, a delay may occur in payments to Owners of Bonds. Notwithstanding the foregoing, the City may, at its sole option and at its sole discretion, elect to advance available surplus funds of the City to pay for any delinquent Reassessment installments pending sale, reinstatement or redemption of any delinquent property. The City currently has no intention to advance any such surplus funds. THE LOCAL OBLIGATIONS AND INTEREST THEREON ARE NOT PAYABLE FROM THE GENERAL FUNDS OF THE CITY (INCLUDING THE CITY’S GENERAL FUND).

### **Collection of the Reassessment**

In order to pay debt service on the Bonds it is necessary that the Reassessment installments be paid in a timely manner. The Reassessment installments are to be collected in the same manner as ordinary *ad valorem* real property taxes are collected and, except as provided in the special covenant for foreclosure described herein and in the 1984 Act, is to be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for *ad valorem* real property taxes. Pursuant to these procedures, if taxes are unpaid for a period of five years or more, the property may be deeded to the State and then is subject to sale by the County.

Pursuant to the 1984 Act, in the event any delinquency in the payment of a Reassessment installment occurs, the City may commence an action in superior court to foreclose the lien therefor within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at judicial foreclosure sale. Such judicial foreclosure action is not mandatory. Amendments to the 1984 Act enacted in 1988 and effective January 1, 1989 provide that under certain circumstances property may be sold upon foreclosure at a lesser Minimum Price or without a Minimum Price. “Minimum Price” as

used in the 1984 Act is the amount equal to the delinquent installments of principal or interest of the Reassessment or Reassessment installments, together with all interest penalties, costs, fees, charges and other amounts more fully detailed in the 1984 Act. The court may authorize a sale at less than the Minimum Price if the court determines that sale at less than the Minimum Price will not result in an ultimate loss to the owners of Bonds or, under certain circumstances, if owners of 75% or more of the outstanding Bonds consent to such sale. However, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid a delay in payments of debt service on the Bonds. The City has covenanted for the benefit of the owners of the Bonds that no later than October 1 in any year, the City shall file an action in the Superior Court to foreclose the lien on each delinquent Reassessment if (1) the sum of uncured Reassessment delinquencies for the preceding fiscal year exceeds five percent (5%) of the Reassessment installments posted to the tax roll for that fiscal year or (2) there is an unscheduled draw on the reserve fund relating to the Bonds that causes such reserve fund to fall below the required reserve. The City has further covenanted with the registered owners of the Local Obligations that it will monitor the records of the Auditor-Controller of San Joaquin County for the purpose of ascertaining the occurrence of any delinquency. See “SECURITY FOR THE BONDS AND SOURCES OF PAYMENT – Covenant to Commence Superior Court Foreclosure” above. In the event that 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 other sources of payment for the Bonds, as set forth in the Trust Agreement, are depleted. See “RISK FACTORS – Bankruptcy and Foreclosure” herein.

### **Property Values**

A land value determined by a county assessor or an appraiser is an opinion with respect to the market value, and is generally based upon a sales comparison approach, which determines the value of the subject property by comparing it to sales of comparable property, adjusted for differences between the subject and the comparable property. No assurance can be given that if a parcel with delinquent Reassessment installments is foreclosed, any bid will be received for such property or, if a bid is received, that such bid will be equal to the value determined by the county assessor or an appraiser, or that it will be sufficient to pay delinquent installments of unpaid Reassessments. The City and the Authority have not caused any property in the Reassessment District to be appraised in connection with the issuance of the Local Obligations and the Bonds.

### **Parity Taxes and Special Assessments**

The Reassessment and each installment thereof and any interest and penalties thereon constitute a lien against the parcels on which they were imposed until the same are paid. Such lien is subordinate to all fixed special assessment liens previously imposed upon the same property, but has priority over all private liens and over all fixed special assessment liens which may thereafter be created against the property.

Property in the Reassessment District is subject to other liens for taxes and assessments as summarized in the overlapping debt table shown in the section “THE REASSESSMENT DISTRICT” above.

### **Payments by FDIC and Other Governmental Agencies**

The City’s ability to enforce the lien of a Reassessment Installment and to foreclose the lien of a delinquent Reassessment Installment, is limited with regard to properties in which the Internal Revenue Service, the Drug Enforcement Agency, Federal Deposit Insurance Corporation (the “FDIC”) or other similar federal government agencies has or obtains an interest.

Specifically with respect to the FDIC, in the event that any financial institution making a loan which is secured by a parcel is taken over by the FDIC and the applicable Reassessment Installment is not paid, the remedies available to the City may be constrained. The FDIC's December 10, 1996 Policy Statement regarding the payment of state and local real property taxes (the "Policy Statement") provides that taxes other than *ad valorem* taxes which are secured by a valid lien in effect before the FDIC acquired an interest in a property will be paid unless the FDIC determines that abandonment of its interests is appropriate. The Policy Statement provides that the FDIC generally will not pay installments of non-*ad valorem* taxes, such as the Reassessment Installments, which are levied after the time the FDIC acquires its fee interest, nor will the FDIC recognize the validity of any lien to secure payment except in certain cases where the Resolution Trust Corporation had an interest in property on or prior to December 31, 1995. Moreover, the Policy Statement provides that, with respect to parcels on which the FDIC holds a mortgage lien, the FDIC will not permit its lien to be foreclosed upon by a taxing authority without its specific consent, nor will the FDIC pay or recognize liens for any penalties, fines or similar claims imposed for the non-payment of taxes or assessments. With respect to property in California owned by the FDIC on January 9, 1997 and that was owned by the Resolution Trust Corporation ("RTC") on December 31, 1995, or that became the property of the FDIC through foreclosure of a security interest held by the RTC on that date, the FDIC will continue the RTC's prior practice of paying special taxes imposed pursuant to the Act if the taxes were imposed prior to the RTC's acquisition of an interest in the property. All other special taxes may be challenged by the FDIC.

The City's remedies may also be limited in the case of delinquent Reassessments with respect to parcels in which other federal agencies (such as the Internal Revenue Service and the Drug Enforcement Administration) have or obtain an interest.

The City is unable to predict what effect the FDIC's application of the Policy Statement would have in the event of a delinquency on a parcel within the City in which the FDIC has an interest, although prohibiting the lien of the FDIC to be foreclosed at a judicial foreclosure sale would reduce or eliminate the persons willing to purchase a parcel at a foreclosure sale. Owners and Beneficial Owners of the Bonds should assume that the City will be unable to foreclose on any parcel owned by the FDIC. [According to County records, as of January 1, 2014, no property in the City was owned by the FDIC.]

### **Cumulative Burden of Parity Taxes, Special Assessments**

The Reassessment constitute a lien against the parcels of land on which they have been levied. Such lien is on a parity with all special taxes levied by other agencies and is co-equal to and independent of the lien for *ad valorem* property taxes, regardless of when they are imposed upon the same property.

The City does not have control over the ability of other entities to issue indebtedness secured by *ad valorem* taxes, special taxes or assessments payable from all or a portion of the property within the Reassessment District. In addition, the owners of property within the Reassessment District may, without the consent or knowledge of the City, petition other public agencies to issue public indebtedness secured by *ad valorem* taxes, special taxes or assessments. Any such special taxes may have a lien on such property on a parity with the lien of the Reassessments. See "SECURITY FOR THE BONDS – Direct and Overlapping Debt."

### **Future Overlapping Indebtedness**

The ability of an owner of land within the Reassessment District to pay the Reassessments could be affected by the existence of other taxes and assessments imposed upon the property subsequent to the date of issuance of the Local Obligations. In addition, other public agencies whose boundaries overlap those of the Reassessment District could, without the consent of the City, and in certain cases without the

consent of the owners of the land within the Reassessment District, as applicable, impose additional taxes or assessment liens on the property within the Reassessment District to finance public improvements to be located inside of or outside of the Reassessment District.

### **No Acceleration Provision**

The Trust Agreement does not contain a provision allowing for the acceleration of the principal of the Bonds in the event of a payment default or other default under the terms of the Bonds or the Trust Agreement.

### **Recent Events in the Real Estate Market**

In the past several years, the housing and mortgage markets in most parts of the United States have been under pressure due to many economic factors, including the tightening of credit standards, reduction of access to mortgage capital, and interest rate adjustments on many adjustable rate mortgages which have caused property owners to default on their mortgages. Foreclosures have increased to record levels as a result of these factors, and residential property values in most areas of the country have generally declined. The Authority and the City cannot predict what impact, if any, a continued downturn in the national and local housing market may have on the San Joaquin County area markets and assessed values in the Reassessment District.

### **Environmental Matters**

*Flood Hazard Map Information.* The Reassessment District is classified as being in Flood Zone X, described as areas of 500-year flood; areas of 100-year flood with average depths of less than one foot with drainage areas less than one square mile; and areas protected by levees from 100-year flood. This information is according to Federal Emergency Management Agency F.I.R.M. Map Community Panel No. 060302-0010 D, dated April 2, 2002.

*Seismic Conditions.* According to the Seismic Safety Commission the Reassessment District parcels 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 is assigned to areas of major faults. Zone 3 is assigned to areas with more moderate seismic activity. In addition, Reassessment District is not located within 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. See “RISK FACTORS – “Land Values.”

## **PROPERTY TAX RATE LIMITATIONS – ARTICLE XIII A**

On June 6, 1978, the California voters added Article XIII A to the California Constitution which limits the amount of any *ad valorem* taxes on real property to one percent (1%) of its full cash value, except that additional *ad valorem* property taxes may be levied to pay debt service on indebtedness approved prior to July 1, 1978 and (as a result of an amendment to Article XIII A approved by California voters on June 3, 1986) on bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978, by two-thirds of the voters voting on such indebtedness. Article XIII A defines full cash value to mean “the county assessor’s valuation of real property as shown on the 1975-76 tax bill under full cash value, or thereafter, the appraised value of real property when purchased, newly constructed or a change in ownership has occurred after the 1975 assessment period.” This cash value may be increased at a rate not to exceed two percent (2%) per year to account for inflation. The United States Supreme Court has upheld the validity of Article XIII A in a case decided in June 1992.



Article XIII A as originally implemented has been amended to permit reduction of the “full cash value” base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the “full cash value” base in the event of reconstruction of property damaged or destroyed in a disaster and in various other minor or technical ways.

### **Legislation Implementing Article XIII A**

Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any *ad valorem* property tax. The 1% property tax is automatically levied annually by the county and distributed according to a formula among using agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1978. Any special tax to pay voter-approved indebtedness is levied in addition to the basic 1% property tax.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the 2% annual adjustment are allocated among the various jurisdictions in the “taxing area” based upon their respective “situs.” Any such allocation made to a local agency continues as part of its allocation in future years.

Beginning in the 1981-82 fiscal year, assessors in California no longer record property values on tax rolls at the assessed value of 25% of market value which was expressed as \$4.00 per \$100 of assessed value. All taxable property is now shown at full market value on the tax rolls. Consequently, the basic tax rate is expressed as \$1 per \$100 of taxable value.

### **Appropriation Limitation – Article XIII B**

On November 6, 1979, the voters of the State approved Proposition 4, known as the Gann Initiative, which added Article XIII B. On June 5, 1990, the voters approved Proposition 111, which amended Article XIII B in certain respects. Under Article XIII B, as amended, state and local government entities have an annual “appropriations limit” which limits the ability to spend certain moneys which are called “appropriations subject to limitation” (consisting of most tax revenues and certain state subventions, together called “proceeds of taxes” and certain other funds) in an amount higher than the “appropriations limit.” Article XIII B does not affect the appropriation of moneys which are excluded from the definition of “appropriations limit,” including debt service on indebtedness existing or authorized as of January 1, 1979, or bonded indebtedness subsequently approved by two-thirds of the voters.

In general terms, the “appropriations limit” is to be based on the adjusted fiscal year 1986-87 appropriations limit, which is traced back through an annual adjustment process to the 1978-79 fiscal year. Annual adjustments reflect changes in California per capita personal income (or, at the City’s option, changes in assessed value caused by local nonresidential new construction), population and services provided by these entities. Among other provisions of Article XIII B, if the revenues of such entities in any fiscal year and the following fiscal year exceed the amounts permitted to be spent in such years, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two years.

### **Property Tax Collection Procedures**

In California, property which is subject to *ad valorem* taxes is classified as “secured” or “unsecured.” The “secured roll” is that part of the assessment roll containing state-assessed public utilities’ property and property the taxes on which are a lien on real property sufficient, in the opinion of



the county assessor, to secure payment of the taxes. A tax levied on unsecured property does not become a lien against such unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens arising pursuant to State law on such secured property, regardless of the time of the creation of the other liens. Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year. If unpaid, such taxes become delinquent on December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition property on the secured roll with respect to which taxes are due is delinquent on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and a delinquency penalty, plus a redemption penalty of 1% per month to the time of redemption. 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 tax collector.

Historically, property taxes are levied for each fiscal year on taxable real and personal property situated in the taxing jurisdiction as of the preceding January 1. A bill enacted in 1983, SB 813 (Statutes of 1983, Chapter 498), however, provided for the supplemental assessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Thus, this legislation eliminated delays in the realization of increased property taxes from new assessments. As amended, SB 813 provided increased revenue to taxing jurisdictions to the extent that supplemental assessments of new construction or changes of ownership occur subsequent to the January 1 lien date.

Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent, if unpaid on the following August 31. A ten percent (10%) penalty is also attached to delinquent taxes in respect of property on the unsecured roll, and further, an additional penalty of 1-1/2% per month accrues with respect to such taxes beginning the first day of the third month following the delinquency date. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer, (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer, (3) filing a certificate of delinquency for record in the county recorder's office, in order to obtain a lien on certain property of the taxpayer, and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee. The exclusive means of enforcing the payment of delinquent taxes in respect of property on the secured roll is the sale of the property securing the taxes to the State for the amount of taxes which are delinquent.

### **Proposition 218**

On November 5, 1996, the voters of the State approved Proposition 218, the so-called "Right to Vote on Taxes Act." Proposition 218 added Articles XIIC and XIID to the State Constitution, which contain a number of provisions affecting the ability to the Authority to levy and collect both existing and future taxes, assessments, fees and charges.

Article XIID requires that, beginning July 1, 1997, the proceedings for the levy of any assessment by the City (including, if applicable, any increase in such assessment or any supplemental assessment) must be conducted in conformity with the provisions of Section 4 of Article XIID. Any challenge (including any constitutional challenge) to the proceedings or the assessment or special tax must be brought within 30 days after the date the assessment or special tax was levied.

Article XIIC removes limitations on the initiative power in matters of local taxes, assessments, fees and charges. Article XIIC does not define the term "assessment", and it is unclear whether this term

is intended to include assessments (or reassessments) levied under the Acts. Furthermore, this provision of Article XIII C is not, by its terms, restricted in its application to assessments which were established or imposed on or after July 1, 1997. In the case of the unpaid assessments which are pledged as security for payment of the Local Obligations, the laws of the State provide a mandatory, statutory duty of the City and the County Auditor to post installments on account of the unpaid assessments to the property tax roll of the County each year while any of the Local Obligations are outstanding, commencing with property tax year 1997-1998, in amounts equal to the principal of and interest on the Local Obligations coming due in the succeeding calendar year. The City believes that the initiative power cannot be used to reduce or repeal the unpaid assessments which are pledged as security for payment of the Local Obligations or to otherwise interfere with performance of the mandatory, statutory duty of the City and the County Auditor with respect to the unpaid assessments which are pledged as security for payment of the Local Obligations.

The interpretation and application of Proposition 218 will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination.

### **THE AUTHORITY**

The Authority was created by a Joint Exercise of Powers Agreement, dated June 18, 1990 (the “JPA Agreement”), between the City and the former Redevelopment Agency of the City of Stockton. The JPA Agreement was entered into pursuant to the Joint Exercise of Powers Act, Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California and is operating pursuant to the Marks-Roos Local Bond Pooling Act of 1985, being Article 4 of Chapter 5, Division 7, Title 1 of the California Government Code (the “Marks-Roos Law”). The Authority was created for the purpose of facilitating the financing or refinancing public improvement facilities within the City.

### **CONTINUING DISCLOSURE**

The City and the Authority have covenanted for the benefit of owners of the Bonds to provide certain financial information and operating data relating to the City by not later than eight months after the end of the City’s fiscal year (presently June 30) in each year commencing with its report for the 2013-14 fiscal year (the “Annual Report”) and to provide notices of the occurrence of certain enumerated events. Such report and notices will be filed by the Trustee on behalf of the City with the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access system (“EMMA”). These covenants have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5). The specific nature of the information to be contained in the Annual Report or the notices of enumerated events by the City is summarized in APPENDIX E – “FORM OF CONTINUING DISCLOSURE AGREEMENT.”

[On several occasions during the last five years the City has failed to provide audited or unaudited financial statements in the time required by its continuing disclosure undertakings. The City’s continuing disclosure undertaking related to the California Statewide Communities Development Authority Water and Wastewater Revenue Bonds (Pooled Financing Program), Series 2002A (the “2002A Bonds”) requires that audited financial statements of the City or, if such audited financial statement are not available, unaudited financial statements in a format similar to the financial statements contained in the final official statement for the 2002A Bonds be submitted as part of the annual report. Because the City’s audited financial statements for the Fiscal Year 2011-12 are not yet available, the City has not filed such financial statements as part of its annual report with respect to the 2002A Bonds. However, the City’s obligations with respect to the 2002A Bonds are secured solely by revenues of the Water System and the City has filed the audited financial statements of the Water System for the Fiscal Year 2011-12 as part of

its continuing disclosure undertaking with respect to the 2002A Bonds. In addition, in several cases, certain items of information required to be contained in annual reports were unintentionally omitted. In one instance, the City's former redevelopment agency also failed to file a notice of the downgrade of the municipal bond insurer for its bonds. As a result of the implementation of certain administrative changes, the City believes it will be in full compliance with its continuing disclosure obligations in the future.]

## **LEGAL MATTERS**

The validity of the Bonds and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority. A complete copy of the proposed form of Bond Counsel opinion is contained in APPENDIX D hereto. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Certain matters will be passed upon for the Authority and the City by the City Attorney of the City.

## **TAX MATTERS**

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority ("Bond Counsel"), based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and is exempt from State of California personal income taxes. Bond Counsel is of the further opinion that interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. A complete copy of the proposed form of opinion of Bond Counsel is set forth in APPENDIX D hereto.

To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each Beneficial Owner thereof, is treated as interest on the Bonds which is excluded from gross income for federal income tax purposes and State of California personal income taxes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of the Bonds is sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Bonds. Beneficial Owners of the 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 Beneficial Owners who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Premium Bonds") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of Bonds, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax exempt interest received, and a Beneficial Owner's basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Bonds should

consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The Authority and the City have made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring), or any other matters coming to Bond Counsel's attention after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that interest on the Bonds is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of amounts treated as interest on, the Bonds may otherwise affect a Beneficial Owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, in whole or in part, 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. For example, Representative Dave Camp, Chair of the House Ways and Means Committee released draft legislation that would subject interest on the Bonds to a federal income tax at an effective rate of 10% or more for individuals, trusts, and estates in the highest tax bracket, and the Obama Administration proposed legislation that would limit the exclusion from gross income of interest on the Bonds to some extent for high-income individuals. Other proposals have been made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Bonds. The introduction or enactment of any such legislative proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel is expected to express no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service (the "IRS") or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the Authority or the City, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The Authority and the City have covenanted, however, to comply with the requirements of the Code.

Bond Counsel's engagement with respect to the Bonds ends with the issuance of the Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the Authority, the City or the

Beneficial Owners regarding the tax-exempt status of the Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than the Authority, the City and their appointed counsel, including the Beneficial Owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt Bonds is difficult, obtaining an independent review of IRS positions with which the Authority or the City legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Bonds, and may cause the Authority, the City or the Beneficial Owners to incur significant expense.

### **NO LITIGATION**

At the time of delivery of the Bonds, Counsel to the Authority and the City Attorney are expected to deliver opinions to the initial underwriter of the Bonds that there was no controversy or litigation pending against the Authority or the City or, to the knowledge of their offices, threatened, restraining or enjoining the sale, execution or delivery of the Bonds or the Local Obligations, or in any way contesting or affecting the validity of the Bonds or the Local Obligations.

#### **The Authority**

No litigation is pending with service of process having been accomplished or, to the knowledge of the Authority, threatened, concerning the validity of the Bonds, the Trust Agreement or any proceedings of the Authority taken with respect to the execution or delivery thereof.

#### **The City**

There is no litigation pending with service of process having been accomplished or, to the knowledge of the City, threatened, questioning the existence of the City, or the title of the offices of the City to their respective offices. Except as otherwise disclosed in this Official Statement, there is no litigation pending or, to the knowledge of the City, threatened, questioning or affecting in any material respect the collection of assessments levied or to be levied by the City in the Reassessment District, as applicable, or in any way contesting or affecting the validity of the Bonds, the Trust Agreement, the Local Obligations, the Local Obligation Resolution or any proceedings of the Authority or the City taken with respect to the execution or delivery thereof.

The City is involved in ongoing contract negotiations with employee bargaining units and also has various legal actions pending against the City. Neither the resolution of the contract negotiations nor the aggregate amount of the uninsured liabilities of the City which may result from all legal claims currently pending against it will, in the opinion of the City, materially affect the Reassessment District or impair the City's ability to collect unpaid Reassessments in amounts sufficient to pay debt service on the Local Obligations. See also "CITY OF STOCKTON – Effect of City Chapter 9 Filing."

### **FINANCIAL ADVISOR**

The Authority has retained Del Rio Advisors, LLC of Modesto, California, as financial advisor (the "Financial Advisor") in connection with the preparation of this Official Statement. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement.



## **VERIFICATION OF MATHEMATICAL ACCURACY**

Grant Thornton, LLP, Minneapolis, Minnesota, independent accountants, upon delivery of the Bonds, will deliver a report on the mathematical accuracy of certain computations, contained in schedules provided to them which were prepared by the City, relating to the sufficiency of moneys and securities deposited into the Escrow Fund to pay, when due, the principal, whether at maturity or upon prior prepayment, interest and prepayment premium requirements of the Prior Bonds.

The report of Grant Thornton will include the statement that the scope of its engagement is limited to verifying the mathematical accuracy of the computations contained in such schedules provided to it, and that it has no obligation to update its report because of events occurring, or data or information coming to its attention, subsequent to the date of its report.

## **RATING**

Standard and Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P") has assigned a rating to the Bonds of "BBB+". Such rating reflects only the views of S&P and any desired explanation of the significance of such rating should be obtained only from S&P. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such rating will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by S&P, if in the judgment of S&P, circumstances so warrant. The Authority, the City and the Underwriter have undertaken no responsibility either to bring to the attention of the owners of the Bonds any proposed change in or withdrawal of such rating or to oppose any such proposed revision or withdrawal. Any such downward change in or withdrawal of the rating might have an adverse effect on the market price or marketability of the Bonds.

## **UNDERWRITING**

RBC Capital Markets, LLC, the Underwriter of the Bonds, has agreed to purchase the Bonds from the Authority at a purchase price of \$\_\_\_\_\_, being the aggregate principal amount of the Bonds less an Underwriter's discount of \$\_\_\_\_\_ plus net original issue premium of \$\_\_\_\_\_. The purchase contract pursuant to which the Underwriter is purchasing the Bonds provides that the Underwriter will purchase all of the Bonds if any are purchased. The obligation of the Underwriter to make such purchase is subject to certain terms and conditions set forth in such contract of purchase.

The public offering prices of the Bonds may be changed from time to time by the Underwriter. The Underwriter may offer and sell Bonds to certain dealers and others at a price lower than the offering price stated on the inside cover page hereof.

## **MISCELLANEOUS**

All quotations from, and summaries and explanations of the Trust Agreement, the Local Obligations, the Local Obligation Resolution, the Bonds, the Acts, the 1984 Act or other statutes and documents contained herein do not purport to be complete, and reference is made to said documents and statutes for full and complete statements of their provisions.

This Official Statement is submitted only in connection with the sale of the Bonds by the Authority. All estimates, assumptions, statistical information and other statements contained herein, while taken from sources considered reliable, are not guaranteed by the Authority, the City or the Underwriter.

The information contained herein should not be construed as representing all conditions affecting the Authority, the City, the Bonds or the Local Obligations.

All information contained in this Official Statement pertaining to the Authority and the City has been furnished by the Authority and the City and the execution and delivery of this Official Statement has been duly authorized by the Authority and the City.

**STOCKTON PUBLIC FINANCING AUTHORITY**

By \_\_\_\_\_  
Authorized Signatory

**CITY OF STOCKTON**

By \_\_\_\_\_  
Chief Financial Officer



## APPENDIX A

### GENERAL INFORMATION ABOUT THE COUNTY OF SAN JOAQUIN AND THE CITY OF STOCKTON

*The following information concerning the County and the City of Stockton (the “City”) are included only for the purpose of supplying general information regarding the community in and around the District. The Local Obligations are not a debt of the County, the City, the State or any of its political subdivisions, and neither the County, the City, the State nor any of its political subdivisions (other than the District) is liable therefor.*

The City of Stockton, whose boundaries encompass 55.1 square miles, is located in California’s San Joaquin Valley, 78 miles east of the San Francisco Bay area, 345 miles north of Los Angeles and 45 miles south of Sacramento. The Stockton Metropolitan Statistical Area, which encompasses the entire County, covers approximately 1,400 square miles. The City is a municipal corporation and a charter city, duly organized and existing under the constitution and laws of the State.

#### Population

The historic population estimates of the City and the County of the past five years are shown in the following table.

<b>Calendar Year</b>	<b>City of Stockton</b>	<b>County of San Joaquin</b>
2010	291,275	684,057
2011	292,897	689,160
2012	294,545	693,013
2013	297,757	701,745
2014	300,899	710,731

Source: California State Department of Finance, Demographic Research Unit.

#### Transportation

Stockton 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 modern 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.

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, Los Angeles and Sacramento.

## Employment and Industry

Approximately 3,000 acres in the City are zoned for light and heavy industry. Included in this acreage are 15 industrial parks with all on-site improvements. Six industrial parks are served by rail.

The largest manufacturing and non-manufacturing employers as of 2011 in the City and as of 2012 in the County are shown below.

**CITY OF STOCKTON  
Major Employers  
Fiscal Year Ending June 30, 2011**

<b>Employer</b>	<b>Number of Employees</b>	<b>Percent of Total City Employment</b>
San Joaquin County	6,500	5.06%
Stockton Unified School District	3,893	3.03
St. Joseph's Medical Center	2,500	1.95
O-G Packing Company	2,001	1.56
Diamond Walnut	1,797	1.40
City of Stockton	1,683	1.31
Dameron Hospital	1,200	0.93
Pacific Gas and Electric	1,100	0.86
Kaiser Permanente	1,065	0.83
University of the Pacific	1,000	0.78
<b>Total</b>	<b>22,739</b>	<b>17.71%</b>

Note: Principal employers are based on best available information.

Source: City of Stockton, Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2011.

**COUNTY OF SAN JOAQUIN**  
**Major Employers**

<b>Employer Name</b>	<b>Employees</b>	<b>Industry</b>
San Joaquin County	6,500	Government
State of California	4,200	Government
St. Joseph's Medical Center – San Joaquin/Sierra Service Area	2,500	Health Care
Stockton Unified School District	3,893	Education
Lodi Unified School District	3,313	Education
Manteca Unified School District	2,146	Education
San Joaquin General Hospital	1,780	Health Care
City of Stockton	1,683	Government
Tracy Unified School District	1,628	Education
Defense Distribution Center San Joaquin	1,504	Military Distribution
Safeway Distribution Center	1,500	Grocery Distribution
Pacific Gas & Electric Company	1,100	Utility
Kaiser Permanente	1,065	Health Care
San Joaquin Delta Community College District	1,000	Education
University of Pacific	1,000	Education
AT & T	600	Telecommunications
Army & Air Force Exchange Services (AAFES)	440	Military Distribution

Source: San Joaquin Partnership based on data from 2012.

The following table summarizes employment and unemployment rates in San Joaquin County and historical numbers of workers in San Joaquin County by industry.

**COUNTY OF SAN JOAQUIN**  
**Civilian Labor Force, Employment and Unemployment, Unemployment**  
**by Industry**  
**(Annual Averages)**

	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Civilian Labor Force <sup>(1)</sup>	298,400	301,500	300,400	299,900	298,800
Employment	252,800	249,500	249,800	254,900	260,400
Unemployment	45,500	52,100	50,600	45,100	38,400
Unemployment Rate	15.3%	17.3%	16.8%	15.0%	12.8%
<b>Wage and Salary Employment: <sup>(2)</sup></b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Agriculture	15,200	15,700	15,500	15,700	15,600
Mining and Logging	100	100	100	100	100
Construction	8,400	7,600	7,400	7,600	8,700
Manufacturing	18,900	17,600	17,900	17,800	17,800
Wholesale Trade	9,900	10,000	10,200	10,700	10,900
Retail Trade	23,700	23,700	24,100	24,900	25,700
Transportation, Warehousing & Utilities	13,900	13,800	14,500	14,900	15,400
Information	2,200	2,100	2,100	2,100	1,900
Finance and Insurance	6,000	5,100	4,900	4,900	5,000
Professional and Business Services	15,900	15,400	15,100	16,500	17,300
Educational and Health Services	32,200	32,300	32,500	32,800	33,400
Leisure and Hospitality	16,700	16,100	16,300	17,000	18,100
Other Services	7,000	6,500	6,300	6,500	6,600
Federal Government	4,100	4,300	4,000	3,900	3,500
State Government	4,100	3,900	3,800	3,600	4,200
Local Government	31,700	30,000	28,700	28,600	29,300
Total All Industries	212,800	206,900	206,000	210,300	216,200

<sup>(1)</sup> Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

<sup>(2)</sup> Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

Source: State of California Employment Development Department, Labor Market Information Division; March 2013 Benchmark.

## Commercial Activity

A summary of historic taxable sales within the City is shown below. Annual figures for 2013 are not yet available.

**CITY OF STOCKTON**  
**Taxable Retail Sales**  
**Number of Permits and Valuation of Taxable Transactions**  
**(Dollars in Thousands)**

	<b>Retail Stores<sup>(1)</sup></b>		<b>Total of Outlets</b>	
	<b>Number of Permits</b>	<b>Taxable Transactions</b>	<b>Number of Permits</b>	<b>Taxable Transactions</b>
2008	2,926	\$2,541,847	5,318	\$3,366,071
2009	3,351	2,209,264	4,874	2,844,988
2010	3,511	2,248,782	5,051	2,867,407
2011	3,427	2,397,288	4,956	3,133,324
2012	3,611	2,500,195	5,110	3,316,162

Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

A summary of historic taxable sales within the County is shown below. Annual figures for 2012 are not yet available.

**COUNTY OF SAN JOAQUIN**  
**Taxable Retail Sales**  
**Number of Permits and Valuation of Taxable Transactions**  
**(Dollars in Thousands)**

	<b>Retail Stores<sup>(1)</sup></b>		<b>Total All Outlets</b>	
	<b>Number of Permits</b>	<b>Taxable Transactions</b>	<b>Number of Permits</b>	<b>Taxable Transactions</b>
2008	6,824	\$5,834,396	13,419	\$8,696,074
2009	8,203	4,974,437	12,297	7,260,073
2010	8,534	5,213,892	12,633	7,602,090
2011	8,337	5,740,948	12,450	8,426,952
2012	8,542	6,124,321	12,613	9,010,930

<sup>(1)</sup> Beginning in 2009, the North American Industrial Classification System ("NAICS") codes were converted from the previous business coding system to the NAICS codes and are not directly comparable to that of prior years.  
Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

## Construction Activity

Building activity for the past five years for which data is available in the City and the County are shown in the following table.

### CITY OF STOCKTON Total Building Permit Valuations (Valuations in Thousands)

Permit Valuation	2007	2008	2009	2010	2011
New Single-family	\$151,268.0	\$43,049.2	\$42,530.6	\$2,7196.0	\$15,116.1
New Multi-family	10,887.0	708.0	0	1,0771.2	0
Res. Alterations/Additions	15,224.9	13,773.0	10,270.0	7,996.8	9,827.1
Total Residential	\$177,379.9	\$57,530.1	\$52,800.6	\$4,5964.0	\$24,943.2
New Commercial	151,461.9	153,853.4	1,850.0	4,555.0	1,250.0
New Industrial	73,777.8	37,145.9	0	0	0
New Other	73,051.9	13,264.9	17,059.8	1,5407.0	5,489.1
Com. Alterations/Additions	58,239.2	62,446.4	35,548.2	4,7091.1	16,331.0
Total Nonresidential	\$356,530.8	\$266,710.6	\$54,458.0	\$67,053.1	\$23,070.1
New Dwelling Units					
Single Family	617	164	187	123	68
Multiple Family	89	8	0	93	0
TOTAL	706	172	187	216	68

Source: Construction Industry Research Board, Building Permit Summary.

### COUNTY OF SAN JOAQUIN Total Building Permit Valuations (Valuations in Thousands)

Permit Valuation	2007	2008	2009	2010	2011
New Single-family	\$496,495	\$171,391	\$160,432	\$166,223	\$93,221
New Multi-family	41,330	4,717	0	15,427	14,853
Res. Alterations/Additions	49,875	34,291	25,996	28,058	18,680
Total Residential	\$587,700	\$210,399	\$186,428	\$209,708	\$126,754
New Commercial	252,935	306,151	18,405	31,522	8,616
New Industrial	112,741	38,173	3,103	1,333	1,617
New Other	119,437	40,026	35,572	40,130	25,239
Com. Alterations/Additions	129,865	146,515	96,535	100,108	56,980
Total Nonresidential	\$614,978	\$530,865	\$153,615	\$173,093	\$92,452
New Dwelling Units					
Single Family	2,138	770	773	801	416
Multiple Family	341	54	0	157	152
TOTAL	2,479	824	773	958	568

Source: Construction Industry Research Board, Building Permit Summary.

## Income

Total personal income in the County increased by 38.5% between 2000 and 2012, representing an average annual compound growth rate of 4.5%. Per capita personal income in the County grew by 23.85% between 2000 and 2012, representing an average annual compound growth of 2.6%.

### COUNTY OF SAN JOAQUIN Personal Income 2000-2012<sup>(1)</sup> (in thousands)

Year	County of San Joaquin	Annual % Change
2000	\$14,280,516	9.28%
2001	15,042,649	5.34
2002	15,751,196	4.71
2003	16,763,601	6.43
2004	17,836,603	6.40
2005	18,578,286	4.16
2006	19,676,512	5.91
2007	20,817,871	5.80
2008	21,029,219	1.02
2009	20,747,584	-1.34
2010	21,214,529	2.25
2011	22,369,055	5.44
2012	23,203,279	3.73

<sup>(1)</sup> Latest data available

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

### COUNTY OF SAN JOAQUIN Per Capita Personal Income 2000-2012<sup>(1)</sup> (in thousands)

Year	County of San Joaquin	Annual % Change
2000	\$25,147	6.30%
2001	25,444	1.18
2002	25,862	1.64
2003	26,746	3.42
2004	27,744	3.73
2005	28,278	1.92
2006	29,686	4.98
2007	31,161	4.97
2008	31,308	0.47
2009	30,613	-2.22
2010	30,857	0.80
2011	32,157	4.21
2012	33,024	2.70

<sup>(1)</sup> Latest data available

Source: U.S. Department of Commerce, Bureau of Economic Analysis.



## **APPENDIX B**

### **SUMMARY OF PRINCIPAL LEGAL DOCUMENTS**

*The following is a summary of certain provisions of the Trust Agreement and the Local Assessment Obligation Resolution pertaining to the Bonds and is supplemental to the summary of other provisions of such documents contained elsewhere in this Official Statement. This summary is not intended to be definitive. Reference is directed to such documents for the complete text thereof. Copies of such documents are available from the City.*

## APPENDIX C

### THE BOOK-ENTRY SYSTEM

*The description that follows of the procedures and recordkeeping with respect to beneficial ownership interests in the Bonds, payment of the principal or redemption price of, or interest on, the Bonds to Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interests in the Bonds, and other Bonds-related transactions by and between DTC, Participants and Beneficial Owners, is based on information furnished by DTC which the Authority and the City each believes to be reliable, but neither the Authority or the City takes no responsibility for the completeness or accuracy thereof.*

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Bonds (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 the Securities, in the aggregate principal amount of such issue, and will be deposited with DTC.

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](http://www.dtcc.com). The information on such website is not incorporated herein by such reference or otherwise.

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.

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.

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.

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.

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 the Authority 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).

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 the Authority or the Trustee, 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, the Trustee, the Authority or the City, 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 the Authority, the City or the Trustee, 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.

DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered. The Authority 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.

**APPENDIX D**

**FORM OF BOND COUNSEL OPINION**

*Upon delivery of the Bonds, Orrick, Herrington & Sutcliffe, LLP, Bond Counsel to the Agency, proposes to render its final approving opinion with respect to the Bonds in substantially the following form:*

**APPENDIX E**  
**FORM OF CONTINUING DISCLOSURE AGREEMENT**

**APPENDIX F**  
**REASSESSMENT DISTRICT BOUNDARY MAP**

**APPENDIX G**  
**SUMMARY REASSESSMENT REPORT**



**CITY OF STOCKTON  
LIMITED OBLIGATION IMPROVEMENT BONDS  
MOSHER REASSESSMENT DISTRICT NO. 2014-1**

**LOCAL OBLIGATION PURCHASE CONTRACT**

**August \_\_, 2014**

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

Ladies and Gentlemen:

The undersigned Stockton Public Financing Authority (the “Authority”), offers to enter into this Local Obligation Purchase Contract (the “Local Obligation Purchase Contract”) with you, the City of Stockton (the “City”), which, upon acceptance, will be binding upon the City and the Authority. Except as otherwise provided herein, capitalized terms used herein shall have the meanings attributed to them in the Trust Agreement, dated as of August 1, 2014 (the “Trust Agreement”), between the Authority and Wells Fargo Bank, National Association, as trustee (the “Trustee”).

**1. Purchase, Sale and Delivery of the Obligations.**

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Authority hereby agrees to purchase from the City, and the City hereby agrees to sell to the Authority, all (but not less than all) of its Limited Obligation Improvement Bonds, Mosher Reassessment District No. 2014-1 (the “Local Obligations”), dated the date of their delivery, bearing interest payable on the dates and at the interest rates, and maturing on the dates and in the amounts set forth in Exhibit A attached hereto. Notwithstanding any other provision hereof or of the Bond Resolution, so long as the Local Obligations are held by the Trustee, there shall be one Local Obligation for each maturity and series thereof in the denomination of the entire outstanding principal amount of such maturity of such series of Local Obligations.

The purchase price for the Local Obligations shall be \$\_\_\_\_\_, consisting of the principal amount thereof, plus net original issue premium of \$\_\_\_\_\_. The City agrees, as additional consideration for the purchase of the Local Obligations, that the Trustee shall retain \$\_\_\_\_\_ from the purchase price for deposit in the Reserve Fund (as defined in the Trust Agreement) and \$\_\_\_\_\_ from the purchase price for deposit in the Expense Fund for payment of costs of issuance. A portion of the purchase price consisting of the underwriter’s discount in the amount of \$\_\_\_\_\_ will be retained by the underwriter.

The total purchase price shall be payable from amounts held by the Trustee under the Trust Agreement, subject to the terms and conditions thereof. [Said total purchase price reflects the lack of a reserve fund for the Local Obligations under the Bond Resolution defined below

and the funding of the Reserve Fund and all costs of issuance under the Trust Agreement, which amounts shall be treated as paid for the City's account to the Authority for such purposes.]

The Local Obligations shall be substantially in the forms described in, shall be issued and secured under the provisions of, and shall be payable as provided in Resolution No. \_\_\_\_ adopted by the City Council of the City on July 29, 2014 and providing for the issuance of the Local Obligations (the "Bond Resolution") and registered in the name of the Trustee.

Pursuant to the Bond Resolution, the Chief Financial Officer shall deposit or cause to be deposited from the proceeds of the Local Obligations the amounts in the funds and accounts established under the Bond Resolution.

(b) At 8:00 a.m., California time, on August \_\_, 2014, or at such earlier or later time or date as shall be agreed by the City and the Authority (such time and date being herein referred to as the "Closing Date"), the City will deliver to the Authority at the offices of Orrick, Herrington & Sutcliffe LLP, San Francisco, California (or such other location as may be designated by the Authority and approved by the City) the Local Obligations in definitive forms, duly executed by the City and authenticated by the Chief Financial Officer of the City, and will deliver to the Authority at said location, the other documents herein mentioned; and the Authority will accept such delivery and pay the total purchase price of the Local Obligations as set forth in paragraph (a) of this Section by wire transfer payable as provided in the Trust Agreement (such delivery and payment being herein referred to as the "Closing"). The Local Obligations shall be made available to the Authority not later than one business day before the Closing Date for purposes of inspection.

**2. Representations, Warranties and Agreements of the City.** The City represents and warrants to and agrees with the Authority that:

(a) The City is and will be at the Closing Date duly organized and existing under the Constitution and laws of the State of California, with the full power and authority to issue the Local Obligations, and to carry out and consummate the transactions contemplated by this Local Obligation Purchase Contract, the Trust Agreement and the Bond Resolution, and this Local Obligation Purchase Contract, the Trust Agreement and the Bond Resolution are and will be at the Closing Date valid and binding obligations of the City;

(b) When delivered to and paid for by the Authority at the Closing in accordance with the provisions of this Local Obligation Purchase Contract, the Local Obligations will have been duly authorized, executed, issued and delivered and will constitute valid and binding obligations of the City in conformity with, and entitled to the benefit and security of, the applicable Resolution;

(c) By official action of the City prior to or concurrently with the acceptance hereof, the City has adopted the Bond Resolution, authorized and approved the execution and delivery of the Local Obligations, the Trust Agreement and this Local Obligation Purchase Contract, and authorized and approved the performance by the City of the obligations on its part contained in the Local Obligations, the Bond Resolution, the Trust Agreement and this Local Obligation

Purchase Contract and has authorized and approved the consummation by the City of all other transactions contemplated by this Local Obligation Purchase Contract;

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the knowledge of the City, threatened against the City or its properties or operations (i) seeking to restrain or enjoin the issuance, sale, execution or delivery of the Local Obligations, (ii) in any way contesting or affecting the validity or enforceability of the Local Obligations, the Bond Resolution, the Trust Agreement or this Local Obligation Purchase Contract, any proceedings of the City taken concerning the issuance or sale of the Local Obligations, the collection of reassessments levied by the City in Mosher Reassessment District No. 2014-1 (the "Reassessment District") or the existence or powers of the City relating to the issuance of the Local Obligations or (iii) which, if determined adversely to the City or its interests, would have a material and adverse effect on the consummation of the transactions contemplated by or the validity of the Local Obligations, the Bond Resolution, the Trust Agreement or this Local Obligation Purchase Contract or on the operations of the City;

(e) The adoption of the Bond Resolution and the execution and delivery of the Local Obligations, the Trust Agreement and this Local Obligation Purchase Contract, and the consummation of the transactions therein and herein contemplated, and the fulfillment of or compliance with the terms and conditions thereof and hereof will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the City is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Local Obligation Purchase Contract, the Bond Resolution, the Trust Agreement, the Local Obligations or the operations of the City;

(f) The City is not in breach of or default under any applicable law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, which breach or default may have consequences that would materially and adversely affect the consummation of the transactions described in the Bond Resolution, the Trust Agreement, the Local Obligations or this Local Obligation Purchase Contract, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a breach or default under any such instrument;

(g) All approvals, consents, authorizations, certifications and other orders of any governmental authority, board, agency or commission having jurisdiction, and all filings with any such entities, which would constitute conditions precedent to or the failure to obtain which would materially adversely affect the performance by the City of its obligations hereunder or under the Bond Resolution, the Trust Agreement, the Indenture or the Local Obligations, have been duly obtained and no further consent, approval, authorization or other action or filing with

or by any governmental or regulatory authority having jurisdiction over the City is or will be required for the issue and sale of the Local Obligations or the consummation by the City of the other transactions described in this Local Obligation Purchase Contract, the Bond Resolution, the Trust Agreement, the Indenture or the Local Obligations;

(h) The reassessments constituting the security for the Local Obligations have been duly and lawfully levied under and pursuant to the Refunding Act of 1984 for 1915 Act Improvement Bonds (being Division 11.5 of the Streets and Highways Code) and such reassessments constitute a valid and legally binding lien on the land in the Reassessment District; and

(i) The City has authorized and will annually levy and collect reassessments, in addition to amounts necessary to pay debt service on the Local Obligations, in an amount sufficient (subject to any maximum reassessment permitted by law) to pay the Authority extraordinary or additional Expenses (as defined in the Trust Agreement) arising directly from the administration or enforcement of the Local Obligations, and will pay such amounts (when, as and if received by the City) to the Trustee for deposit in the Expense Fund held by the Trustee under the Trust Agreement.

The execution and delivery of this Local Obligation Purchase Contract by the City shall constitute a representation by the City to the Authority that the representations, warranties and agreements contained in this Section 2 are true as of the date hereof; provided that as to all matters of law the City is relying on the advice of counsel to the City; and provided further that no member of the City Council shall be individually liable for the breach of any representation, warranty or agreement contained herein.

**3. Conditions to the Local Obligations of the Authority.** The obligation of the Authority to accept delivery of and pay for the Local Obligations on the Closing Date shall be subject, at the option of the Authority, to the accuracy in all material respects of the representations, warranties and agreements on the part of the City contained herein as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City made in any certificates, or other documents furnished pursuant to the provisions hereof, and to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Bond Resolution, the Trust Agreement, the Indenture and this Local Obligation Purchase Contract shall be in full force and effect in the form heretofore submitted to the Authority and there shall have been taken in connection with the issuance of the Local Obligations and with the transactions contemplated thereby and by this Local Obligation Purchase Contract, all such actions as, in the opinion of Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”), shall be necessary and appropriate;

(b) At the Closing Date, the Bond Resolution, the Trust Agreement, the Indenture and this Local Obligation Purchase Contract shall not have been amended, modified or supplemented, except as may have been agreed to by the Authority;

(c) At or prior to the Closing Date, the Authority and the Trustee shall have received the following documents, in each case satisfactory in form and substance to the Authority:

- (1) A certified copy of the Bond Resolution;
- (2) An executed copy of the Trust Agreement;
- (3) An unqualified approving opinion of Bond Counsel, dated the Closing Date and addressed to the City, as to the validity of the Local Obligations.
- (4) An opinion of the City Attorney, dated the Closing Date and addressed to the City and the Authority, in substantially the form attached hereto as Exhibit B.
- (5) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Authority or Bond Counsel may reasonably request to evidence compliance by the City with legal requirements, the truth and accuracy, as of the Closing Date, of the representations of the City contained herein, and the due performance or satisfaction by the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the City.

If the City shall be unable to satisfy the conditions to the Authority's obligations contained in this Local Obligation Purchase Contract, this Local Obligation Purchase Contract shall terminate and neither the Authority nor the City shall have any further obligation hereunder.

**4. Expenses.** All expenses and costs of the City and the Authority incident to the authorization, issuance and sale of the Local Obligations including fees and expenses of consultants, the Trustee, the Paying Agent, the appraiser, fees and expenses of Bond Counsel and counsel for the City, shall be paid by the City. All ongoing Expenses shall be paid by the City to the Trustee as described in Section 2(i) above. The City agrees that it will pay, in the form of a discount on the purchase price of the Local Obligations, the underwriting fees and expenses incurred by the Authority in connection with the sale of the Authority's Limited Obligation Revenue Bonds (Mosher Reassessment District 2014-1) Series 2014 (the "Revenue Bonds").

**5. Notices.** Any notice or other communication to be given to the City under this Local Obligation Purchase Contract may be given by delivering the same in writing at the City's address set forth above, Attention: Chief Financial Officer, and any such notice or other communications required to be given to the Authority may be given by delivering the same in writing to the Authority at 1100 K Street, Suite 101, Sacramento, California 95814, Attention: Chair. The approval of the Authority when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing signed by the Authority and delivered to the City.

**6. Parties In Interest; Governing Law.** This Local Obligation Purchase Contract is made solely for the benefit of the City, the Authority and the Trustee and no other persons, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. This Local Obligation Purchase Contract shall be governed by the laws of the State of California.

**7. Pledge; Assignment.** The City hereby approves the Trust Agreement and the pledge and assignment of all of the Authority's right, title and interest in this Local Obligation Purchase Contract and the Local Obligations to the Trustee under the Trust Agreement for the benefit of the Owners of the Revenue Bonds (as provided in the Trust Agreement).

**8. Limitation on Liability.** The Authority shall incur no liability hereunder or by reason hereof or arising out of the transactions contemplated hereby, and shall be under no obligation to purchase the Local Obligations hereunder, except from proceeds of the Revenue Bonds available therefor held by the Trustee under, and subject to the conditions set forth in, the Trust Agreement. The City shall incur no liability hereunder or by reason hereof or arising out of the transactions contemplated hereunder, except as otherwise provided in Sections 4 and 5 hereof, or be obligated to make any payments with respect to the Local Obligations, except from amounts pledged to the payment of the Local Obligations (including, as applicable, reassessments levied and collected in the Reassessment District pursuant to the terms thereof).

**9. Redemption of Local Obligations.** The City shall not redeem Local Obligations unless and to the extent that the same amount and same maturities of Revenue Bonds are subject to redemption. The City further agrees that for any optional redemption of Local Obligations from prepayments of reassessments on or prior to September 2, 20\_\_, that the City shall apply the proceeds of the prepayments to redeem Local Obligations in the following order: first Local Obligations maturing on September 2, 20\_\_, followed by the Local Obligations maturing on September 2, 20\_\_, followed by the Local Obligations maturing on September 2, 20\_\_, followed by the Local Obligations maturing on September 2, 20\_\_, followed by the Local Obligations maturing on September 2, 20\_\_.

[Remainder of page intentionally left blank]

**10. Counterparts.** This Local Obligation Purchase Contract may be signed in two or more counterparts; all such counterparts, when signed by all parties, shall constitute but one single agreement.

**STOCKTON PUBLIC FINANCING  
AUTHORITY**

By \_\_\_\_\_  
Authorized Signatory

ACCEPTED AND AGREED TO:

**CITY OF STOCKTON**

By \_\_\_\_\_  
Chief Financial Officer



**EXHIBIT A****MATURITY SCHEDULE****LIMITED OBLIGATION IMPROVEMENT BONDS  
MOSHER REASSESSMENT DISTRICT NO. 2014-1**

<b>Maturity (September 2)</b>	<b>Principal</b>	<b>Interest Rate</b>
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**EXHIBIT B**

**[FORM OF CITY ATTORNEY OPINION]**

August \_\_, 2014

Stockton Public Financing Authority  
Stockton, California

City of Stockton  
Stockton, California

Re: City of Stockton  
Limited Obligation Improvement Bonds  
Mosher Reassessment District No. 2014-1

Ladies and Gentlemen:

Our firm acts as the City Attorney for the City of Stockton (the “City”), and in connection with the issuance by the City of its City of Stockton Limited Obligation Improvement Bonds, Mosher Reassessment District No. 2014-1 (the “Local Obligations”) in the aggregate principal amount of \$\_\_\_\_\_. We have reviewed Resolution No. \_\_\_\_ adopted by the City Council of the City on July 29, 2014 and providing for the issuance of the Local Obligations (the “Bond Resolution”) and such other documents as we consider necessary to render this opinion.

Based upon the foregoing, it is our opinion that:

1. The City is duly organized and validly existing as a charter city and municipal corporation under the Constitution and laws of the State of California, with full legal right, power and authority to issue the Local Obligations and to perform all of its obligations under the Local Obligation Purchase Contract dated August \_\_, 2014, between the City and you, as purchaser (the “Local Obligation Purchase Contract”) and the Local Obligations.

2. The Bond Resolution has been duly adopted by the City and constitutes valid and binding obligations of the City.

3. The Local Obligation Purchase Contract, the Escrow Agreement, dated as of August 1, 2014, between the City and Wells Fargo Bank, National Association, as escrow agent (the “Escrow Agreement”) and the Local Obligations have been duly authorized, executed and delivered by the City, and the Bond Resolution, the Local Obligation Purchase Contract, the Escrow Agreement, the Indenture and the Local Obligations are valid and binding obligations of the City enforceable in accordance with their respective terms except as such enforcement may be limited by bankruptcy, insolvency and other similar laws affecting the creditors' rights generally and by equitable principles if equitable remedies are sought.

4. There is no action, suit or proceeding at law or in equity, before or by any court, regulatory agency, public board or body, pending or, to the best of my knowledge, threatened against or affecting the existence of the City or the titles of its officers to their respective offices, or seeking to restrain or enjoin the issuance, sale or delivery of the Local Obligations, the application of the proceeds thereof in accordance with the Bond Resolution, the Indenture or the Escrow Agreement, or the collection or application of the assessments and the interest thereon to pay the principal of and interest on the Local Obligations, or in any way contesting or affecting the validity or enforceability of the Local Obligations, the Bond Resolution, the Indenture, the Escrow Agreement, the Local Obligation Purchase Contract, or the powers of the City or its authority with respect to the Local Obligations, the Bond Resolution, the Indenture, the Escrow Agreement, the Local Obligation Purchase Contract, or any action on the part of the City contemplated by any of said documents, nor to my knowledge is there any basis therefor.

5. The foregoing opinion is based upon and limited to the laws of the State of California, except State laws pertaining to tax, securities, bankruptcy and insolvency, about which no opinion is expressed.

Very truly yours,

City Attorney of the City of Stockton

## BOND PURCHASE CONTRACT

\$ \_\_\_\_\_  
**Stockton Public Financing Authority**  
**Limited Obligation Revenue Bonds**  
**(Mosher Reassessment District 2014-1)**  
**Series 2014**

August \_\_\_, 2014

Stockton Public Financing Authority  
 425 N. El Dorado Street  
 Stockton, CA 95202

Ladies and Gentlemen:

The undersigned, RBC Capital Markets, LLC (the "Underwriter") offers to enter into the following agreement (this "Agreement") with the Stockton Public Financing Authority (the "Authority") which, upon the acceptance of the Authority of this offer and acknowledgment and acceptance by the City of Stockton (the "City"), will be binding upon the Authority and the Underwriter. This offer is made subject to the Authority's written acceptance hereof on or before 11:59 p.m. Pacific time, on August \_\_\_, 2014, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Authority at any time prior to the acceptance hereof by the Authority. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Trust Agreement (as defined herein) or in the Official Statement (as defined herein).

1. Purchase and Sale of the Bonds. 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 Authority, and the Authority hereby agrees to sell and deliver to the Underwriter, all, but not less than all, of the Authority's Limited Obligation Revenue Bonds (Mosher Reassessment District 2014-1), Series 2014 (the "Bonds"). The Underwriter has been duly authorized to execute this Agreement and to act hereunder. Inasmuch as this purchase and sale represents a negotiated transaction, the Authority acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Authority and the Underwriter in which the Underwriter is acting solely as a principal and are not acting as a municipal advisor, financial advisor or fiduciary to the Authority; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Authority with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Authority on other matters); (iii) the Underwriter is acting solely in its capacity as Underwriter for its own accounts, (iv) the only obligations the Underwriter has to the Authority with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (v) the Authority has consulted its own legal, accounting,

tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. Nothing in the foregoing paragraph is intended to limit the Underwriter's obligations of fair dealing under MSRB Rule G-17.

The principal amount of the Bonds to be issued, the dated date therefor, the maturities, sinking fund, extraordinary and optional redemption provisions and interest rates per annum are set forth in Exhibit A hereto and as further described in the Official Statement (as defined herein). The Bonds shall be as described in, and shall be issued and secured under and pursuant to the provisions of the resolution adopted by the Authority on July \_\_, 2014 and a Trust Agreement, dated as of August 1, 2014 (the "Trust Agreement"), by and between the Authority and Wells Fargo Bank, National Association, as trustee (the "Trustee"). Capitalized terms used herein unless otherwise defined herein shall have the meanings given to such terms in the Trust Agreement.

The Underwriter has agreed to purchase the Bonds from the Authority at a purchase price of \$\_\_\_\_\_, being the aggregate principal amount of the Bonds, less an Underwriter's discount of \$\_\_\_\_\_ plus net original issue premium of \$\_\_\_\_\_.

The Bonds are being issued for the purposes described in the Official Statement (as defined herein), including the financing and refinancing of public capital improvements. The issuance of the Bonds is authorized by a resolution of the Authority (the "Resolution") adopted July \_\_, 2014. The Bonds are being issued pursuant to the Trust Agreement and Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Law").

2. Public Offering. The Underwriter agrees to make a bona fide public offering of all of the Bonds at a price not to exceed the public offering price set forth on the cover of the Official Statement (as defined herein). The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering price stated on the cover of the Official Statement (as defined herein). The Underwriter shall indemnify and hold harmless the Authority and its members, officers, directors, employees, agents and attorneys against any and all claims, damages, liabilities, costs and expenses (including fees and disbursements of counsel) incurred by them or any of them, which arise out of a breach by the Underwriter of the representations and warranties contained in this paragraph,

### 3. The Official Statement.

(a) The Preliminary Official Statement with respect to the Bonds, dated \_\_\_\_\_, 2014 (the "Preliminary Official Statement"), as amended to conform to the terms of this Bond Purchase Agreement, and with such changes and amendments as are mutually agreed to by the Authority, the City and the Underwriter, including the cover page, the appendices and all information incorporated therein by reference, is herein collectively referred to as the "Official Statement".

(b) The Preliminary Official Statement has been prepared on behalf of the Authority and the City for use by the Underwriter in connection with the public offering, sale and distribution of the Bonds. The Authority hereby represents and warrants that the Preliminary Official Statement was deemed final by the Authority and the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule").

(c) The Authority represents that the governing body of the Authority has reviewed and approved the information in the Official Statement and hereby authorizes the Official Statement to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The Authority shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the Authority's acceptance of this Agreement (but, in any event, not later than within seven business days after the Authority's acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriter in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Authority hereby confirms that it does not object to the distribution of the Official Statement in electronic form.

(d) If, after the date of this Agreement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the "end of the underwriting period" for the Bonds), the Authority becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Authority, on behalf of itself and the City, will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request), and if, in the opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Authority will forthwith prepare and furnish, at the Authority's own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not 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 not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Authority shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(e) The Underwriter hereby agrees to file the Official Statement with the MSRB. Unless otherwise notified in writing by the Underwriter, the Authority can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

4. Representations, Warranties and Covenants of the Authority. The Authority hereby represents and warrants to and covenants with the Underwriter that:

(a) Due Organization, Existence and Authority. The Authority is a joint exercise of powers authority, organized and existing under the Constitution and laws of the State of California (the "State"), with full right, power, and authority to adopt the Resolution, to issue the Bonds, and to execute, deliver and perform its obligations under the Trust Agreement and this Purchase Agreement.

(b) Due Authorization and Approval. The Authority has full legal right, power and authority to enter into this Purchase Agreement and the Trust Agreement and to issue and deliver the Bonds to the Underwriter as provided herein, and has duly authorized and approved the execution and delivery of, and the performance by the Authority of, the obligations on its part contained in the Trust Agreement and this Purchase Agreement. The Resolution is in full force and effect and has not been amended or supplemented.

(c) Accuracy of Official Statement. To the best knowledge of the Authority, the Official Statement is true and correct in all material respects and the Official Statement does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading.

(d) No Litigation. To the best knowledge of the Authority, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court or governmental agency or body, pending or, to the best knowledge of the Authority, threatened against the Authority, except as disclosed in the Official Statement, to restrain or enjoin the execution or delivery of the Bonds, or the collection or assignment of the Revenues or in any way contesting or affecting the validity or enforceability of the Bonds, the Trust Agreement and this Purchase Agreement or contesting the powers of the Authority to enter into or perform its obligations under any of the foregoing.

(e) No Conflict. To the best knowledge of the Authority, the issuance, sale and delivery of the Bonds, and the execution and delivery of the Trust Agreement and this Purchase Agreement, and compliance by the Authority with the provisions thereof and performance of its duties thereunder, will not conflict with or constitute a breach of or default under the Authority's JPA Agreement or any law, administrative regulation, judgment, decree, note, resolution, charter, by-law or other agreement to which the Authority is a party or is otherwise subject or by which it may be affected.

(f) No Consents or Approvals. To the best knowledge of the Authority, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the Authority required for the execution, delivery and sale of the Bonds or the consummation by the Authority of the transactions on its part contemplated by the Bonds, the Trust Agreement and this Purchase Agreement.

(g) No Breach or Default. To the best knowledge of the Authority, the Authority is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree, agreement or other instrument to which the Authority is a party or is otherwise subject.

(h) Continuing Disclosure. The Authority will undertake, pursuant to a Continuing Disclosure Agreement, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement.

(i) Preliminary Official Statement. As of the date thereof, the Preliminary Official Statement did not 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 the light of the circumstances under which they were made, not misleading



(j) Official Statement. If the Official Statement is supplemented or amended pursuant to this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the date of Closing the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

5. Closing. At 8:00 a.m., California time, on August \_\_, 2014, or at such other time and date as shall have been mutually agreed upon by the Authority and the Underwriter (the "Closing"), the Authority will, subject to the terms and conditions hereof, deliver to the Underwriter at the office of The Depository Trust Company ("DTC") in New York, New York, or at such other place as the Authority and the Underwriter may mutually agree upon, the Bonds in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Bonds, registered in the name of Cede & Co., as nominee of DTC, and subject to the terms and conditions hereof and as provided in the Trust Agreement, the Underwriter will accept such delivery and pay the purchase price of the Bonds by wire transfer payable in Federal funds at the office of Orrick, Herrington & Sutcliffe LLP, San Francisco, California, or such other place as shall have been mutually agreed upon by the Authority and the Underwriter. The Bonds shall be made available for inspection by the Underwriter and DTC (or its agent) at least one business day before the Closing.

6. Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the Authority contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Authority of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Authority of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Authority of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The Authority shall be in compliance with each of the agreements made by it in this Bond Purchase Agreement (unless such agreements are waived by the Underwriter); there shall not have occurred an adverse change in the financial position, results of operations or financial condition of any of the City which materially adversely affects the ability of the City to pay debt service on the Local Obligations when due or otherwise perform any of its obligations under the Trust Agreement or any related agreement;

(b) At the time of the Authority Documents and this Bond Purchase Agreement shall be in full force and effect, and shall not have been amended, modified or supplemented in any material respect from the forms of such documents which have been provided to the Underwriter as of the date hereof (except as may be agreed to by the Underwriter); all actions which, in the opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") shall be necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; and the Authority shall perform or shall have performed its obligations required under or specified in this Bond Purchase Agreement to be performed at or prior to the Closing, and the City shall perform or shall have

performed its obligations required under or specified in the Local Obligations Purchase Agreement to be performed at or prior to the Closing;

(c) At the time of the Closing, the Official Statement (as amended and supplemented) shall be true and correct in all material respects, and shall not contain any untrue statement of a material fact or omit any statement or information necessary to make the statements therein, in the light of circumstances under which they were made, not misleading;

(d) Except as disclosed in the Official Statement, no decision, ruling or finding shall have been entered by any court or governmental entity since the date of this Bond Purchase Agreement (and not reversed on appeal or otherwise set aside) which in the reasonable opinion of the Underwriter materially adversely affects the market for the Bonds;

(e) (i) No default by the Authority or the City shall have occurred and be continuing in the payment of the principal of or premium, if any, or interest on any bond, note or other evidence of indebtedness issued by the Authority or the City, respectively, and (ii) no bankruptcy, insolvency or other similar proceeding in respect of the Authority or the City shall be pending nor to the knowledge of the Authority or the City, contemplated;

(f) At or prior to the Closing, the Underwriter shall receive the following documents:

(1) Bond Counsel Opinions. The opinion of Bond Counsel, dated the Closing Date, in substantially the form included in the Official Statement as Appendix E, addressed to the Authority, together with a reliance letter addressed to the Underwriter stating that foregoing opinions of Bond Counsel may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it);

(2) Supplemental Opinion. A supplemental opinion of Bond Counsel, in form and substance satisfactory to the Underwriter dated the Closing Date, addressed to the Underwriter, substantially to the effect that:

(i) The Bonds are exempted securities under the Securities Act of 1933, as amended (the "1933 Act"), and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act") and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the 1933 Act or to qualify the Bond Resolution under the Trust Indenture Act;

(iii) The statements and information contained in the Official Statement Authority sections entitled "THE BONDS," "SECURITY FOR THE BONDS AND SOURCES OF PAYMENT THEREFOR," "TAX MATTERS," and in "APPENDIX B - SUMMARY OF PRINCIPAL LEGAL DOCUMENTS", excluding any material that may be treated as included under such captions by reference to other documents, insofar as such statements expressly summarize certain provisions of the Trust Agreement and the form and content of such counsel's bond opinion, are accurate in all material respects; and

(iv) Without passing upon nor assuming any responsibility for the accuracy (except as explicitly stated in paragraph (iii) above), completeness or fairness of any of the statements contained in the Official Statement, and make no representation that such counsel has independently verified the accuracy, completeness or fairness of any such statements, nor any responsibility for any electronic version of the Official Statement, in its

capacity as bond counsel to the Authority in connection with issuance of the Bonds, such counsel participated in conferences with the parties, their respective counsel, financial advisors and others, during which conferences the contents of the Official Statement and related matters were discussed. Based on such counsel's participation in the above-referenced conferences (which did not extend beyond the date of the Official Statement), and in reliance thereon, on oral and written statements and representations of the Issuer and others and on the records, documents, certificates, opinions and matters herein mentioned, subject to the limitations on the role of bond counsel, advises as a matter of fact and not opinion that no facts came to the attention of the attorneys in such counsel's firm rendering legal services with respect to the Official Statement which caused such counsel to believe that the Official Statement as of its date and as of the Closing Date (except for any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about feasibility, valuation, or any information about book-entry, DTC, ratings, rating agencies, Underwriter, underwriting, [the Insurer, the Policy], and the information contained in Appendices C, F and G included or referred to therein or omitted therefrom, which are expressly excluded from the scope of this paragraph and as to which no opinion or view shall be expressed) contained or contains any untrue statement of a material fact or omitted or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(3) Opinion of Authority Counsel. An opinion of counsel to the Authority, in form and substance satisfactory to the Underwriter dated the Closing Date, addressed to the Underwriter, substantially to the effect that:

(i) the Authority is a joint powers authority, duly created and lawfully existing under the laws of the State and has full power and authority to enter into this Purchase Agreement and to perform its duties and obligations hereunder;

(ii) the resolution of the Authority approving and authorizing the execution and delivery of the Trust Agreement, the Bonds and this Purchase Agreement and approving and authorizing the distribution of the Official Statement has been duly adopted, and has not been modified, amended or superceded;

(4) Opinion of Underwriter's Counsel. An opinion of counsel to the Underwriter in form and substance satisfactory to the Underwriter dated the Closing Date, addressed to the Underwriter, to the effect that:

(i) The Bonds are exempt from registration under the 1933 Act, and that the Bond Resolution is exempt from qualification under the Trust Indenture Act; and

(ii) Based upon their participation in the preparation of the Official Statement as counsel for the Underwriters and their participation at conferences at which the Official Statement was discussed, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, such counsel has no reason to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for any financial, forecast, technical and statistical statements and data included in the

Official Statement and the information regarding the Depository and its book-entry system, as to which no view need be expressed);

(5) Closing Certificate of Authority. A certificate of the Authority, dated the date of the Closing, signed on behalf of the Authority by a duly authorized representative of the Authority to the effect that, to the best of such representative's knowledge, the representations contained in Section 4 of this Purchase Agreement are true and correct as of the date of the Closing;

(6) 15c2-12 Certificates. Certificates, dated the date of the Preliminary Official Statement, from the Authority and the City, deeming the Preliminary Official Statement final for purposes of the Rule;

(7) Certificate of Trustee. A certificate, dated the Closing Date, signed by a duly authorized officer of the Trustee, to the effect that (i) the Trustee is a national banking association, duly organized and validly existing and in good standing under the laws of the United States, having full power and being qualified to enter, accept and administer the trust created under the Trust Agreement, (ii) all approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter that would constitute a condition precedent to the performance by the Trustee of its duties and obligations under the Trust Agreement have been obtained and are in full force and effect, and (iii) the acceptance of the duties and obligations of the Trustee under the Trust Agreement, and the consummation of the transactions on the part of the Trustee contemplated therein, and the compliance by the Trustee with the terms, conditions and provisions of such documents do not contravene any provisions of applicable law of regulation or any order or decree, writ or injunction of the Articles of Incorporation or Bylaws of the Trustee, and, to the best of such officer's knowledge, will not require the consent under, or result in a breach of or default under, any resolution, agreement or other instrument to which the Trustee is a party or by which it may be bound;

(8) Opinion of Counsel to Trustee. An opinion of counsel to the Trustee, dated the Closing Date, addressed to the Underwriter and the Authority, to the effect that (i) the Trustee is duly organized and validly existing under the laws of the United States of America, having full power and being qualified to enter into, accept and agree to the provisions of the Trust Agreement and (ii) the Trust Agreement has been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery by the other respective parties thereto, constitute the valid and binding obligations of the Trustee enforceable in accordance with its respective terms, subject to laws relating to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases;

(9) Resolutions. Certified copies of the respective resolutions of the City and the Authority Resolution, and a Resolution of the Trustee authorizing the execution and delivery of the Trust Agreement;

(10) Legal Documents. Two copies of each of the Authority Documents and the Official Statement, duly executed and delivered by the respective parties thereto;

(11) Tax Certificate. Tax Certificate of the Authority and the City, in form satisfactory to Bond Counsel;

(12) Rating. Evidence that the ratings on the Bonds described in the Official Statement are in full force and effect on the Closing Date;

(13) Verification Agent Certificate. A copy of a special report prepared by Grant Thornton LLP, as verification agent, addressed to the Authority, City, Bond Counsel and the Underwriter, verifying (i) the arithmetical computations of the adequacy of the maturing principal and interest on the Government Obligations (as defined in the Escrow Agreement) and uninvested cash on hand under the Escrow Agreement to pay, when due, the principal of and interest on the Prior Bonds (as defined in the Escrow Agreement), and (ii) the computation of the yield with respect to the Government Obligations and the Bonds;

(14) Escrow Agent Certificate. A certificate of the Escrow Agent with respect to the Prior Bonds (as defined in the Escrow Agreement) to the effect that moneys or Government Obligations (as defined in the Escrow Agreement) sufficient to effectuate the refunding of the Prior Bonds will be deposited in an escrow fund under the Escrow Agreement.

(15) Continuing Disclosure. A Continuing Disclosure undertaking substantially in the form presented in the Official Statement.

(16) CDIAC Statements. Copies of the Notices of Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 53583 of the California Government Code and Section 8855(g) of the California Government Code.

(17) Other Items Requested by Counsel. Such additional certificates, instruments and other documents as the Underwriter or its counsel may reasonably deem necessary to evidence the truth and accuracy as of the time of the Closing of the representations of the Authority under this Purchase Agreement and the due performance or satisfaction by the Authority at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Authority.

7. Termination. The Underwriter shall have the right to cancel its obligation to purchase the Bonds if, between the date of this Agreement and the Closing, the market price or marketability of the Bonds shall be materially adversely affected, in the sole judgment of the Underwriter, by the occurrence of any of the following:

(a) Legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the Legislature of the State or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation or state income taxation upon interest received on obligations of the general character of the Bonds or, with respect to state taxation, of the interest on the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax

consequences or state income tax consequences of any of the transactions contemplated herein;

(b) Legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, 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 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, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Trust Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) Any state Blue Sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(d) A general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) The New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, Underwriter;

(f) Any amendment to the federal or State Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Authority, its property, income securities (or interest thereon), or the validity or enforceability of the reassessments to pay principal of and interest on the reassessment bonds issued by the City and purchased by the Authority in connection with the Bonds;

(g) Any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of 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;

(h) There shall have occurred any materially adverse change in the affairs or financial condition of the Authority or the City;



(i) The United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities;

(j) There shall have occurred any national or international calamity or crisis in the financial markets or otherwise of the United States or elsewhere;

(k) Any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;

(l) There shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Authority's obligations; and

(m) The purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

(n) The debt ceiling of the United States is such that the Government Obligations (as defined in the Escrow Agreement) required to fund the Escrow Agreement are not available for delivery on the date of the delivery of the Bonds.

#### 8. Expenses.

(a) The Underwriter shall be under no obligation to pay, and the Authority shall pay all expenses incident to the performance of the Authority's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Bonds, Preliminary Official Statement, Official Statement and any amendment or supplement thereto; (ii) the fees and disbursements of Bond Counsel; (iii) the fees and disbursements of the Financial Advisor to the Authority, if any; (iv) the fees and disbursements of any Trustee, Escrow Agent or engineers, accountants, and other experts, consultants or advisers retained by the Authority, if any; and (v) all fees and expenses in connection with obtaining bond ratings. The Authority shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter which are incidental to implementing this Bond Purchase Agreement and the issuance of the Bonds.

(b) The Underwriter shall pay fees, if any, payable to the California Debt and Investment Advisory Commission in connection with the issuance of the Bonds and all other expenses incurred by the Underwriter in connection with the public offering of the Bonds. The Authority acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

(c) Except as provided for above, the Underwriter shall pay (i) the cost of preparation and printing of this Agreement, the Blue Sky analysis; (ii) all advertising expenses in connection with the public offering of the Bonds; and (iii) all other expenses incurred by them in connection with the public offering of the Bonds, including the fees and disbursements of counsel retained by the Underwriter.

(d) If this Agreement shall be terminated by the Underwriter because of any failure or refusal on the part of the Authority to comply with the terms or to fulfill any of the



conditions of this Agreement, or if for any reason the Authority shall be unable to perform its obligations under this Agreement, the Authority will reimburse the Underwriter for all out-of-pocket expenses (including the fees and disbursements of counsel to the Underwriter) reasonably incurred by the Underwriter in connection with this Agreement or the offering contemplated hereunder.

9. Notices. Any notice or other communication to be given to the Authority under this Bond Purchase Agreement may be given by delivering the same in writing to the Stockton Public Financing Authority, c/o City of Stockton, 425 N. El Dorado Street, Stockton, CA 95202, Attn: City Manager and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to RBC Capital Markets, LLC, 345 California Street, Suite 2800, San Francisco, California 94104.

10. Parties in Interest. This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Authority and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Authority. All of the Authority's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Underwriter; (ii) delivery of and payment for the Bonds pursuant to this Agreement; and (iii) any termination of this Agreement.

11. Effectiveness. This Agreement shall become effective upon the acceptance hereof by the Authority and shall be valid and enforceable at the time of such acceptance.

12. Choice of Law. This Agreement shall be governed by and construed in accordance with the law of the State of California.

13. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

14. Business Day. For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

15. Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

16. Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriter. This Agreement shall become a binding agreement between you and the Underwriter when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Very truly yours,

RBC CAPITAL MARKETS, LLC

By: \_\_\_\_\_  
Managing Director

ACCEPTED at \_\_\_\_\_ Pacific Daylight Saving Time this \_\_\_\_\_ day of August, 2014:

STOCKTON PUBLIC FINANCING AUTHORITY

By: \_\_\_\_\_  
Authorized Signatory

ACKNOWLEDGED AND ACCEPTED:

CITY OF STOCKTON

By: \_\_\_\_\_  
Authorized Signatory



**EXHIBIT A****MATURITY SCHEDULE**

Maturity September 2	Principal Amount	Interest Rate	Yield	Price
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† Term Bonds

**Mandatory Sinking Fund Redemption**

The Bonds maturing on September 2, \_\_\_\_\_ are subject to mandatory redemption at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on September 2 in the respective years as set forth in the following table.

Sinking Fund  
Redemption Date  
(September 2)

Principal Amount  
To Be Redeemed

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**CONTINUING DISCLOSURE AGREEMENT**

**by and among**

**STOCKTON PUBLIC FINANCING AUTHORITY,**

**CITY OF STOCKTON**

**and**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,  
AS TRUSTEE**

**Dated as of August 1, 2014**

**Stockton Public Financing Authority  
Limited Obligation Revenue Bonds  
(Mosher Reassessment District 2014-1), Series 2014**

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## CONTINUING DISCLOSURE AGREEMENT

**THIS CONTINUING DISCLOSURE AGREEMENT** (this “Disclosure Agreement”), dated as of August 1, 2014, is by and among the STOCKTON PUBLIC FINANCING AUTHORITY, a joint exercise of powers agency duly organized and existing under the laws of the State of California (the “Authority”), the CITY OF STOCKTON, a charter city and municipal corporation duly organized and existing under and by virtue of its charter and the Constitution and laws of the State of California (the “City”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as trustee (the “Trustee”), in connection with the issuance of the Authority’s Limited Obligation Revenue Bonds (Mosher Reassessment District 2014-1), Series 2014 (the “Bonds”) pursuant to a Trust Agreement, dated as of August 1, 2014, between the Authority and the Trustee (the “Trust Agreement”),

### WITNESSETH:

**WHEREAS**, the Bonds are being issued by the Authority to assist the City in the refinancing of certain improvements of benefit to property within Mosher Assessment District 2003-02 which was previously established by the City;

**WHEREAS**, the City previously issued its City of Stockton Limited Obligation Improvement Bonds Mosher Assessment District 2003-02 (the “Prior Bonds”) to provide the City with money to finance the construction and acquisition of certain public improvements;

**WHEREAS**, the City has formed its City of Stockton, Mosher Reassessment District No. 2014-1 (the “Reassessment District”) and concurrently with the issuance of the Bonds, the City is issuing a series of reassessment bonds designated as the “City of Stockton Limited Obligation Improvement Bonds, Mosher Reassessment District No. 2014-1” (the “Local Obligations”) the proceeds of which will be used to refund a the Prior Bonds.;

**WHEREAS**, the Local Obligations are secured by liens of unpaid reassessments (the “Reassessments”) levied on property in the Reassessment District, and payments under the Local Obligations are calculated to be sufficient to permit the Authority to pay the principal of, premium, if any, and interest on the Bonds when due.;

**WHEREAS**, the proceeds of the Bonds are being used by the Authority to purchase the Local Obligations; and

**WHEREAS**, this Disclosure Agreement is being executed and delivered by the Authority, the City and the Trustee for the benefit of the holders and beneficial owners of the Bonds and in order to assist the underwriters of the Bonds in complying with Securities and Exchange Commission Rule 15c2-12(b)(5);

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

**Section 1. Definitions.** Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Disclosure Agreement have the meanings herein specified.

Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Trust Agreement. The Authority and the City are collectively referred to herein as the "Obligated Party," however either may delegate to the other the sole responsibility as the Obligated Party hereunder.

**"Annual Report"** means any Annual Report provided by the Reassessment District pursuant to, and as described in, Sections 2 and 3 hereof.

**"Annual Report Date"** means the date in each year that is the first day of the month following the eighth month after the end of the Reassessment District's fiscal year, which date, as of the date of this Disclosure Agreement, is March 1.

**"Bonds"** means the Stockton Public Financing Authority Limited Obligation Revenue Bonds (Mosher Reassessment District 2014-1), Series 2014 issued pursuant to the Trust Agreement.

**"Disclosure Representative"** means the City Manager or Chief Financial Officer of the City or his or her designee, or such other officer or employee of the City as the City shall designate in writing to the Trustee from time to time.

**"Dissemination Agent"** means Willdan Financial Services, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Reassessment District and which has filed with the Trustee a written acceptance of such designation.

**"Listed Events"** means any of the events listed in subsection (a) or subsection (b) of Section 4 hereof.

**"MSRB"** means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

**"Official Statement"** means the Official Statement, dated August \_\_, 2014, relating to the Bonds.

**"Participating Underwriter"** means any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering 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 the same may be amended from time to time.

**"Trustee"** means Wells Fargo Bank, National Association, as Trustee under the Trust Agreement, or any successor thereto as Trustee thereunder, substituted in its place as provided therein.



**Section 2. Provision of Annual Reports.** (a) The Obligated Party shall, or shall cause the Dissemination Agent to, provide to the MSRB an Annual Report which is consistent with the requirements of Section 3 hereof, not later than the Annual Report Date, commencing with the report for the 2013-14 Fiscal Year. The Annual Report may include by reference other information as provided in Section 3 hereof; provided, however, that the audited financial statements of the City, if any, may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's fiscal year changes, it shall, or it shall instruct the Dissemination Agent to, give notice of such change in a filing with the MSRB. The Annual Report shall be submitted on a standard form in use by industry participants or other appropriate form and shall identify the Bonds by name and CUSIP number.

(b) Not later than 15 business days prior to the date specified in subsection (a) of this Section for the providing of the Annual Report to the MSRB, the Obligated Party shall provide the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). If by such date, the Trustee has not received a copy of the Annual Report, the Trustee shall contact the Obligated Party and the Dissemination Agent to determine if the Obligated Party is in compliance with the first sentence of this subsection (b).

(c) If the Trustee is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a) of this Section, the Trustee shall, in a timely manner, send a notice to the MSRB in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) provide any Annual Report received by it to the MSRB, as provided herein; and

(ii) file a report with the Authority and the City and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided to the MSRB.

**Section 3. Content of Annual Reports.** The Annual Report shall contain or include 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, if any, are not available by the time the Annual Report is required to be filed pursuant to subsection (a) of Section 2 hereof, the Annual Report shall contain unaudited financial statements in a format similar to that used for the City's audited financial statements, and the audited financial statements, if any, shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, financial information and operating data with respect to the City for the preceding fiscal year, substantially similar to that provided in the corresponding tables in the Official Statement:

(i) A statement of the amounts on deposit in each fund or account established under the Trust Agreement (except the Rebate Fund and the Expense Fund);

(ii) A table showing the most recent County assessed valuation and reassessment balance for parcels within the Reassessment District, similar to the "Summary of Assessed Values and Value to Lien Ratio" table presented in the Official Statement;

(iii) Information concerning any delinquencies in the payment of Reassessment installments securing the Local Obligations including (a) the total amount of delinquencies in the Reassessment District, both as a dollar amount and as a percentage of the total levy for the Fiscal Year and (b) with respect to any delinquency of an owner which holds land subject to more than 5% of the Reassessment liens securing the Local Obligations, the following information:

(1) Assessor's Parcel Number;

(2) Record owner of the parcel;

(3) Amount of delinquency, including separate statement of amounts representing principal, interest, administrative expenses of levy, penalties and interest on delinquency;

(4) Due date of first delinquent installment; and

(5) Status of foreclosure action, if any; and

(iv) Assessed value of taxable property within the Reassessment District and the Reassessment District's total property tax levy, in each case for the current fiscal year;

(v) Outstanding borrowings and long-term obligations, including:

(1) general obligation bonds, certificates of participation, capital leases and operating leases payable from or secured by the Reassessments;

(2) a description of any obligations of the type referred to in (1) above that have been issued, entered into or incurred since the beginning of the City's current fiscal year; and

(3) a description of any obligations of the type referred to in (1) above that the Reassessment District reasonably expected to be issued, entered into or incurred within the 60 day period following the date of filing of the Annual Report.

(vi) Any payment default of the Local Obligations; and

(vii) A table showing the most recent County assessed valuation and Reassessment balance for parcels within the Reassessment District, similar to the "Summary of Assessed Values and Value to Lien Ratio" table presented in the Official Statement;

(viii) Information concerning any delinquencies in the payment of Reassessment installments securing the Local Obligations including (a) the total amount of delinquencies in the Reassessment District, both as a dollar amount and as a percentage of the total levy for the Fiscal Year and (b) with respect to any delinquency of an owner which holds land subject to more than 5% of the Reassessment liens securing the Local Obligations, the following information:

(1) Assessor's Parcel Number;

(2) Record owner of the parcel;

(3) Amount of delinquency, including separate statement of amounts representing principal, interest, administrative expenses of levy, penalties and interest on delinquency;

(4) Due date of first delinquent installment; and

(5) Status of foreclosure action, if any; and

(ix) Assessed value of taxable property within the Reassessment District and the Reassessment District's total property tax levy, in each case for the current fiscal year;

(x) Outstanding borrowings and long-term obligations, including:

(1) general obligation bonds, certificates of participation, capital leases and operating leases payable from or secured by Reassessments;

(2) a description of any obligations of the type referred to in (1) above that have been issued, entered into or incurred since the beginning of the City's current fiscal year; and

(3) a description of any obligations of the type referred to in (1) above that the Reassessment District reasonably expected to be issued, entered into or incurred within the 60 day period following the date of filing of the Annual Report; and

(xi) Any payment default of the Local Obligations;

(xii) A table showing the most recent County assessed valuation, similar to the "Summary of Assessed Values and Value to Lien Ratio" table presented in the Official Statement; and

(c) In addition to any of the information expressly required to be provided under subsections (a) and (b) of this Section, the Obligated Party shall 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.

Any or all of the items described above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been submitted to the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify each such other document so included by reference.

**Section 4. Reporting of Significant Events.** (a) Pursuant to the provisions of this Section, the Obligated Party shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than ten business days after the occurrence of the event:

- (i) Principal and interest payment delinquencies.
- (ii) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (iii) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (iv) Substitution of credit or liquidity providers, or their failure to perform.
- (v) Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB).
- (vi) Tender offers.
- (vii) Defeasances.
- (viii) Rating changes.
- (ix) Bankruptcy, insolvency, receivership or similar event of the obligated person.

For purposes of the event identified in paragraph (ix), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. 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 obligated person, or if such jurisdiction has been assumed by leaving the existing governmental 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 obligated person.

(b) Pursuant to the provisions of this Section, the Obligated Party shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, in a timely manner not later than ten business days after the occurrence of the event:

(i) Unless described in paragraph (v) of subsection (a) of this Section, other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds.

(ii) Modifications to rights of holders of the Bonds.

(iii) Optional, unscheduled or contingent Bonds calls.

(iv) Release, substitution, or sale of property securing repayment of the Bonds.

(v) Non-payment related defaults.

(vi) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the 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.

(vii) Appointment of a successor or additional Trustee or the change of name of a Trustee.

(c) The Trustee shall, within one business day of obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Disclosure Representative and inform such person of the event.

(d) Whenever the Obligated Party obtains knowledge of the occurrence of a Listed Event described in subsection (b) of this Section, the Obligated Party shall determine if such event would be material under applicable Federal securities law. The Trustee shall have no responsibility to determine the materiality of any of the Listed Events.

(e) Whenever the Obligated Party obtains knowledge of the occurrence of a Listed Event described in subsection (a) of this Section, or determines that the occurrence of a Listed Event described in subsection (b) of this Section is material under subsection (d) of this Section, the Obligated Party shall, or shall cause the Dissemination Agent to, file a notice of the occurrence of such Listed Event with the MSRB within ten business days of such occurrence.

(f) Notwithstanding the foregoing, notice of Listed Events described in paragraph (iii) of subsection (a) of this Section and in paragraph (vii) of subsection (a) of this Section need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds pursuant to the Trust Agreement.

**Section 5. Format for Filings with MSRB.** Any report or filing with the MSRB pursuant to this Disclosure Agreement must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

**Section 6. Termination of Reporting Obligation.** The obligations of the Obligated Party, the Trustee and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior prepayment or payment in full of all of the Bonds. If such termination occurs prior to the final principal payment date of the Bonds, the Obligated Party shall give notice of such termination in a filing with the MSRB.

**Section 7. Dissemination Agent.** The Obligated Party may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent (if other than the Trustee), with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent. The Dissemination Agent, if other than the Trustee, may resign by providing thirty days written notice to the Authority and the City.

**Section 8. Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Authority, the City and the Trustee may amend this Disclosure Agreement (and the Trustee shall agree to any amendment so requested by the Authority or the City so long as such amendment does not adversely affect the rights or obligations of the Trustee hereunder), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

- (a) if the amendment or waiver relates to the provisions of subsection (a) of Section 2 hereof, Section 3 hereof or subsections (a) or (b) of Section 4 hereof, 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 the type of business conducted;
- (b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (c) the proposed amendment or waiver (i) is approved by holders of the Bonds in the manner provided in the Trust Agreement for amendments to the Trust Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of holders or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Obligated Party shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Obligated Party. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements

(i) notice of such change shall be given in a filing with the MSRB, and (ii) the Annual Report for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

**Section 9. Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Obligated Party from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice required to be filed pursuant to this Disclosure Agreement, in addition to that which is required by this Disclosure Agreement. If the Obligated Party chooses to include any information in any Annual Report or notice in addition to that which is specifically required by this Disclosure Agreement, the Obligated Party shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event or any other event required to be reported.

**Section 10. Default.** In the event of a failure of the Authority, the City, the Trustee or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the written direction of any Participating Underwriter or the holders of at least 25% of the aggregate amount of principal evidenced by Outstanding Bonds, shall, upon receipt of indemnification reasonably satisfactory to the Trustee), 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 Authority, the City, the Trustee or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Trust Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Authority, the City, the Trustee or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

**Section 11. Duties, Immunities and Liabilities of Trustee and Dissemination Agent.** Article VIII of the Trust Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Trust Agreement. The Dissemination Agent shall be entitled to the protections and limitations from liability afforded to the Trustee under the Trust Agreement. Neither the Trustee nor the Dissemination Agent shall be responsible for the form or content of any Annual Report or notice of Listed Event. The Dissemination Agent shall receive reasonable compensation for its services provided under this Disclosure Agreement. The Dissemination Agent (if other than the Trustee or the Trustee in its capacity as Dissemination Agent) shall have only such duties as are specifically set forth in this Disclosure Agreement. To the extent permitted by law, the City shall indemnify and save the Dissemination Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence or its willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

**Section 12. Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Authority, the City, the Trustee, the Dissemination Agent, the Participating Underwriter



and the holder and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

**Section 13. Counterparts.** This Disclosure Agreement 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 parties hereto have executed this Disclosure Agreement as of the date first above written.

**STOCKTON PUBLIC FINANCING  
AUTHORITY**

By: \_\_\_\_\_  
Chief Financial Officer

**CITY OF STOCKTON**

By: \_\_\_\_\_  
Chief Financial Officer

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Trustee**

By: \_\_\_\_\_  
Authorized Officer

**ACCEPTED AND AGREED TO:**

**WILLDAN FINANCIAL SERVICES, as  
Dissemination Agent**

By: \_\_\_\_\_  
Authorized Representative

**EXHIBIT A**  
**NOTICE OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: Stockton Public Financing Authority

Name of Issue: Stockton Public Financing Authority Limited Obligation Revenue Bonds (Mosher Reassessment District 2014-1), Series 2014

Obligated Party: City of Stockton

Date of Issuance: August \_\_, 2014

NOTICE IS HEREBY GIVEN that the City of Stockton (the “City”) has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement, dated as of August 1, 2014, by and among the Stockton Public Financing Authority, the City and Wells Fargo Bank, National Association, as Trustee. [The City anticipates that the Annual Report will be filed by \_\_\_\_\_.]

Dated: \_\_\_\_\_

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Trustee, on behalf of  
the City of Stockton, California

cc: Stockton Public Financing Authority  
City of Stockton

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**TRUST AGREEMENT**

**between**

**STOCKTON PUBLIC FINANCING AUTHORITY**

**and**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**

**as Trustee**

\_\_\_\_\_  
**Relating to**

**\$\_\_\_\_\_**

**Stockton Public Financing Authority  
Limited Obligation Revenue Bonds  
(Mosher Reassessment District 2014-1)  
Series 2014**

\_\_\_\_\_

**Executed and Entered Into as of August 1, 2014**

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## TRUST AGREEMENT

This TRUST AGREEMENT (the “Trust Agreement”), executed and entered into as of August 1, 2014, between the STOCKTON PUBLIC FINANCING AUTHORITY, a joint exercise of powers agency duly organized and existing under the laws of the State of California (the “Authority”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as trustee (the “Trustee”);

### WITNESSETH:

**WHEREAS**, the City of Stockton (the “City”) is empowered under the provisions of the Refunding Act of 1984 for 1915 Improvement Act Bonds, being Division 11.5 of the California Streets and Highways Code, to provide for the issuance, sale and delivery of Limited Obligation Improvement Bonds (the “Local Obligations”); and

**WHEREAS**, the City has determined to issue such Local Obligations to refund certain prior limited obligation improvement bonds (the “Prior Assessment Obligations”) issued by the City; and

**WHEREAS**, the Authority is empowered under the provisions of the Marks-Roos Local Bond Pooling Act of 1985, being Article 4, Chapter 5, Division 7, Title 1 of the California Government Code, to issue its bonds for the purpose of purchasing local obligations issued by various local agencies, including the Local Obligations issued by the City; and

**WHEREAS**, the Authority has determined to issue its Stockton Public Financing Authority Limited Obligation Revenue Bonds (Mosher Reassessment District 2014-1) Series 2014 (the “Bonds”) to be secured by a first and prior pledge, lien and claim upon the Revenues (as that term is defined herein), the proceeds of sale of the Bonds to be used to provide funds to purchase the Local Obligations; and

**WHEREAS**, the Authority has determined that all things necessary to make the Bonds, when issued by the Authority and authenticated by the Trustee and delivered as provided herein, valid, binding and legal obligations of the Authority according to the import thereof and hereof have been done and performed;

**NOW, THEREFORE, THE TRUST AGREEMENT WITNESSETH**, that in consideration of the premises, the acceptance by the Trustee of the trusts hereby created and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the interest on and the principal of and the redemption premiums, if any, on all Bonds Outstanding hereunder from time to time according to their tenor and effect, and the making of such other payments required to be made hereunder, and to secure the observance and performance by the Authority of all the agreements, conditions, covenants and terms expressed and implied herein and in the Bonds, does hereby assign, bargain, convey, grant, mortgage and pledge a security interest unto the Trustee, and unto its successors in the trusts hereunder, and to them and their successors and assigns forever, in all right, title and interest of the Authority in, to and under, subject to the provisions hereof permitting the application thereof

for the purposes and on the terms and conditions set forth therein, each and all of the following (collectively the “Trust Estate”):

- (a) the proceeds of sale of the Bonds;
- (b) the Revenues (as that term is defined herein);
- (c) the amounts in the Funds (as that term is defined herein) established hereunder, except amounts in the Rebate Fund; and
- (d) the Local Obligations.

**TO HAVE AND TO HOLD IN TRUST** all of the same hereby assigned, conveyed and pledged or agreed or intended so to be to the Trustee and its successors and assigns forever for the equal and ratable benefit of (i) the Owners from time to time of the Bonds issued by the Authority hereunder and authenticated by the Trustee and delivered hereunder and Outstanding hereunder and without any priority as to the Trust Estate of any one Bond over any other (except as expressly provided in or permitted hereby) and (ii) subordinate only to the interests of such Owners, upon the trusts and subject to the agreements, conditions, covenants and terms hereinafter set forth;

**AND THE TRUST AGREEMENT FURTHER WITNESSETH**, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property hereby assigned, bargained, conveyed, granted, mortgaged and pledged are to be dealt with and disposed of under, upon and subject to the agreements, conditions, covenants, terms, trusts and uses as hereinafter expressed, and the Authority has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the Owners from time to time of the Bonds, as follows:

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.01 Definitions.** The terms set forth below shall have the following meanings set forth herein, unless the context clearly otherwise requires:

**“Accountant”** shall mean an independent certified public accountant, or a firm of independent certified public accountants, selected by the Authority.

**“Annual Debt Service”** shall mean, for each Fiscal Year, the sum of (1) the interest falling due on all Outstanding Bonds in such Fiscal Year, assuming that all Principal Installments are paid as scheduled (except to the extent that such interest is to be paid from the proceeds of sale of any Bonds), and (2) the scheduled Principal Installments of the Outstanding Bonds payable in such Fiscal Year.

**“Appraised Value”** shall mean the market value of land and improvements, if any, for a parcel, as set forth in an appraisal report prepared by an MAI appraiser acceptable to the

Authority and dated not earlier than three months before the date of any determination for which such market value is utilized.

**“Assessed Value”** shall mean the total value of land and improvements, if any, for a parcel, as shown on the last equalized assessment roll of the San Joaquin County Assessor.

**“Authority”** shall mean the Stockton Public Financing Authority, a joint exercise of powers agency duly organized and existing under the laws of the State of California, and its successors.

**“Authorized Denominations”** shall mean five thousand dollars (\$5,000) and any integral multiple thereof, but not exceeding the principal amount of Bonds maturing on any one date.

**“Authorized Signatory”** shall mean any member of the Board of Directors of the Authority, the Executive Director or the Treasurer of the Authority, and any other person as may be designated and authorized to sign on behalf of the Authority pursuant to a resolution adopted thereby.

**“Average Annual Debt Service”** shall mean the average Annual Debt Service over all Fiscal Years during which the Bonds are scheduled to remain Outstanding.

**“Beneficial Owner”** shall mean any Person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the Owner of any Bonds.

**“Bond”** or **“Bonds”** shall mean any Bond or all of the Bonds, as the case may be, authorized and issued by the Authority and authenticated by the Trustee and delivered hereunder, which Bonds are secured by a pledge of Revenues.

**“Bond Counsel”** shall mean an attorney at law, or a firm of such attorneys, of nationally recognized standing in matters pertaining to the tax exempt nature of interest on obligations issued by states and their political subdivisions.

**“Bond Register”** shall mean the registration books specified as such in Section 2.06.

**“Bond Year”** shall mean the 12 month period ending September 2, provided, that the first Bond Year shall commence on the Dated Date and end on September 2, 20\_\_.

**“Business Day”** shall mean any day other than (i) a Saturday or a Sunday or (ii) a day on which commercial banks in New York, New York, or the city in which the Corporate Trust Office of the Trustee is located are closed.

**“Chair”** shall mean the Chairperson of the Authority.

**“Chief Financial Officer”** shall mean the person who is the duly appointed and acting Chief Financial Officer of the City.

**“City”** shall mean the City of Stockton, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California, and its successors.

**“City Manager”** shall mean the person who is the duly appointed and acting City Manager of the City.

**“Code”** shall mean the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

**“Continuing Disclosure Agreement”** shall mean the Continuing Disclosure Agreement executed by the Authority, dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

**“Corporate Trust Office”** shall mean the office of the Trustee in Costa Mesa, California, at which at any particular time its corporate trust business shall be administered, or such other office as it shall designate from time to time.

**“Coverage Ratio”** shall mean the ratio of projected Revenues for the applicable Bond Year to Annual Debt Service.

**“Dated Date”** shall mean the date of delivery of the Bonds.

**“Defeasance Obligations”** shall mean (1) cash, (2) non callable direct obligations of the United States of America (“Treasuries”), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated or (4) pre refunded municipal obligations rated “AAA” and “Aaa” by S&P and Moody’s, respectively (or any combination thereof).

**“Depository”** shall mean the securities depository acting as Depository pursuant to Section 2.05.

**“DTC”** shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

**“Event of Default”** shall mean any event of default specified as such in Section 8.01.

**“Expenses”** shall mean all costs of issuing the Bonds; all administrative costs of the Authority and the City that are charged directly or apportioned to the administration of the Local Obligations and the Bonds; such as salaries and wages of employees, audits, overhead and taxes (if any); legal and financial consultant fees and expenses; amounts necessary to pay to the United States of America or otherwise to satisfy requirements of the Code in order to maintain the tax-exempt status of the Bonds; compensation, reimbursement and indemnification of the Trustee, together with all other reasonable and necessary costs of the Authority and the City or charges required to be paid by either of them to comply with the terms hereof, the Bonds, or the Local

Obligations; all fees and costs incurred by the Authority or the City in the course of complying with requirements for continuing disclosure pursuant hereto; and all reasonable fees, costs and expenses of a nature similar to any of the foregoing.

**“Expense Fund”** shall mean the fund by that name established pursuant to Section 5.01.

**“Fiscal Year”** shall mean the fiscal year of the Authority, which at the date hereof is the period commencing on July 1 in each calendar year and ending on June 30 in the following calendar year.

**“Fund”** or **“Funds”** shall mean any or all, as the case may be, of the Revenue Fund, the Expense Fund, the Interest Fund, the Principal Fund, the Redemption Fund, the Reserve Fund, the Proceeds Fund, the Local Obligation Fund and the Rebate Fund, including all accounts therein.

**“Government Obligations”** shall mean and include any of the following securities: United States Treasury Obligations State and Local Government Series (SLGS), and United States Treasury bills, notes and bonds.

**“Interest Fund”** shall mean the fund by that name established pursuant to Section 5.01.

**“Interest Payment Date”** shall mean March 2 and September 2 in each year, commencing on [\_\_\_\_ 2, 20\_\_].

**“Investment Securities”** shall mean and include any of the following securities, to the extent permitted by the laws of the State:

(i) (a) Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America (“United States Treasury Obligations”), (b) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America, (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or (d) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

(ii) Federal Housing Administration debentures.

(iii) The following listed obligations of government sponsored agencies which are not backed by the full faith and credit of the United States of America:

- Federal Home Loan Mortgage Corporation (FHLMC)  
Participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)

- Senior Debt obligations
    - Farm Credit Banks (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives)  
Consolidated system wide bonds and notes
    - Federal Home Loan Banks (FHL Banks)  
Consolidated debt obligations
    - Federal National Mortgage Association (FNMA)  
Senior debt obligations  
Mortgage backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)
    - Student Loan Marketing Association (SLMA)  
Senior debt obligations (excluded are securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date)
    - Financing Corporation (FICO)  
Debt obligations
    - Resolution Funding Corporation (REFCORP)  
Debt obligations
- (iv) Unsecured certificates of deposit, time deposits, and bankers' acceptances (having maturities of not more than 30 days) of any bank the short term obligations of which are rated 'A 1' or better by S&P.
- (v) Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks which have capital and surplus of at least \$5 million.
- (vi) Commercial paper (having original maturities of not more than 270 days) rated 'A 1+' by S&P and 'Prime 1' by Moody's.
- (vii) Money market funds rated 'AAM' or 'AAM G' by S&P, or better including any fund for which the Trustee or any of its affiliates provides investment advisory, management of sponsorship services.
- (viii) "State Obligations," which means:
- (1) Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated 'A3' by Moody's and 'A' by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.
  - (2) Direct general short term obligations of any state agency or subdivision or agency thereof described in (A) above and rated 'A 1+' by S&P and 'Prime 1' by Moody's.
  - (3) [Special Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (A) above and rated 'AA' or better by S&P and 'Aa' or better by Moody's.]



(ix) Pre refunded municipal obligations rated “AAA” by S&P and “Aaa” by Moody’s meeting the following requirements:

(1) the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

(2) the municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

(3) the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations (“Verification”);

(4) the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

(5) no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and

(6) the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

(x) Repurchase agreements:

With (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least “A” by S&P and Moody’s; or (2) any broker dealer with “retail customers” or a related affiliate thereof which broker dealer has, or the parent company (which guarantees the provider) of which has, long term debt rated at least “A” by S&P and Moody’s, which broker dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated “A” or better by S&P and Moody’s, provided that:

a. The market value of the collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody’s to maintain an “A” rating in an “A” rated structured financing (with a market value approach);

b. The Trustee or a third party acting solely as agent therefor or for the Authority (the “Holder of the Collateral”) has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor’s books);

c. The repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

d. All other requirements of S&P in respect of repurchase agreements shall be met.

e. The repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A" by S&P or "A3" by Moody's, as appropriate, the provider must, at the direction of the Authority or the Trustee within 10 days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the Authority or Trustee.

Notwithstanding the above, if a repurchase agreement has a term of 270 days or less (with no evergreen provision), collateral levels need not be as specified in (a) above, so long as such collateral levels are 103% or better and the provider is rated at least "A" by S&P and Moody's, respectively.

(xi) Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long term debt of which, or, in the case of a guaranteed corporation the long term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA" by S&P and "Aa" by Moody's; provided that, by the terms of the investment agreement:

(1) interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service on the Bonds;

(2) the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days' prior notice; the Authority and the Trustee hereby agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

(3) the investment agreement shall state that it is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof; or, in the case of a bank, that the obligation of the bank to make payments under the agreement ranks *pari passu* with the obligations of the bank to its other depositors and its other unsecured and unsubordinated creditors;

(4) the Authority and the Trustee receives the opinion of domestic counsel (which opinion shall be addressed to the Authority) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to the Authority and the Trustee;

(5) the investment agreement shall provide that if during its term

(a) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within 10 days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by means of entries on the provider's books) to the Authority, the Trustee or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third party liens or claims the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (ii) repay the principal of and accrued but unpaid interest on the investment, and

(b) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A" or "A3", respectively, the provider must, at the direction of the Authority or the Trustee within 10 days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the Authority or Trustee; and

(6) The investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

(7) the investment agreement must provide that if during its term

(a) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Authority or the Trustee, be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Authority or Trustee, as appropriate, and

(b) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Authority or Trustee, as appropriate.

(xii) The Local Agency Investment Fund (Sections 53600-53609 of the California Government Code), as amended or supplemented from time to time; provided, that such investment is held in the name and to the credit of the Trustee; and provided further, that the Trustee may restrict such investment if required to keep monies available for the purposes hereof.

(xiii) Shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the California Government Code which invests exclusively in investments permitted by Section 53635 of the California Government Code, as amended or supplemented from time to time; provided, that such shares are held in the name and to the credit of the Trustee.

**“Law”** shall mean the Marks-Roos Local Bond Pooling Act of 1985, being Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended and supplemented from time to time.

**“Letter of Representations”** shall mean the letter of the Authority and the Trustee, if required, delivered to and accepted by the Depository on or prior to the issuance of bonds setting forth the basis on which the Depository serves as depository for the bonds, as originally executed or as it may be supplemented or revised or replaced by a letter to a substitute depository.

**“Lien Amount”** shall mean, for any parcel, the unpaid principal amount of any reassessment secured by a recorded lien on the parcel, based upon information from the most recent available fiscal year of the City.

**“Local Obligation Resolution”** shall mean Resolution No. \_\_\_\_ adopted by the City Council of the City on July \_\_, 2014, providing for the issuance of Local Obligations upon the security of the reassessments levied in the reassessment district known as City of Stockton, Mosher Reassessment District No. 2014-1.

**“Local Obligation Fund”** shall mean the fund by that name established pursuant to Section 5.01.

**“Local Obligations”** shall mean the City of Stockton Limited Obligation Improvement Bonds, Mosher Reassessment District No. 2014-1, issued upon the security of reassessments pursuant to the applicable Local Obligation Resolution and the 1984 Act.

**“Maximum Annual Debt Service”** shall mean the largest Annual Debt Service during the period from the date of such determination through the final maturity date of any Outstanding Bonds.

**“Moody’s”** shall mean Moody’s Investors Service and its successors or assigns, except that if such entity shall be dissolved or liquidated or shall no longer perform the functions of a municipal securities rating agency, then the term “Moody’s” shall be deemed to refer to any other nationally recognized municipal securities rating agency selected by the Authority.

**“1984 Act”** shall mean the Refunding Bond Act of 1984 for 1915 Improvement Act Bonds, being Division 11.5 of the California Streets and Highways Code, as amended and supplemented from time to time.

**“Nominee”** shall mean the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 2.06.

**“Opinion of Bond Counsel”** shall mean a legal opinion signed by a Bond Counsel.

**“Outstanding”** shall mean, with respect to the Bonds and as of any date, the aggregate of Bonds authorized, issued, authenticated and delivered hereunder, except:

- (a) Bonds canceled or surrendered to the Trustee for cancellation pursuant to the Section 2.09;
- (b) Bonds deemed to have been paid pursuant to Section 12.02; and
- (c) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Section 2.03.

**“Owner”** shall mean, as of any date, the Person or Persons in whose name or names a particular Bond shall be registered on the Bond Register as of such date.

**“Participants”** shall mean those broker dealers, banks and other financial institutions from time to time for which the Depository holds the Bonds as securities depository.

**“Person”** shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

**“Prepayment Account”** shall mean the account by that name within the Revenue Fund established pursuant to Section 5.06(c).

**“Principal Fund”** shall mean the fund by that name established pursuant to Section 5.01.

**“Principal Installment”** shall mean, with respect to any Principal Payment Date, the principal amount of Outstanding Bonds due on such date, if any.

**“Principal Payment Date”** shall mean September 2 of each year commencing on September 2, 20\_\_, and ending on September 2, 20\_\_.

**“Proceeds Fund”** shall mean the fund by that name established pursuant to Section 5.01.

**“Purchaser”** shall mean RBC Capital Markets, as underwriter for the Bonds.

**“Reassessment Prepayments”** shall mean that portion of Revenues which are paid to the City by or on behalf of the owner of a parcel subject to the reassessment obligation to accomplish a pay-off of the reassessment obligation pertaining to such parcel and the discharge of the reassessment lien respecting such parcel (except the portion thereof, if any, which represents accrued interest on the Local Obligations).

**“Reassessment Revenues”** shall mean all moneys collected and received by the City on account of unpaid reassessment obligations, including amounts collected in the normal course via direct billing by the City, Reassessment Prepayments, and amounts received by the City as a result of superior court foreclosure proceedings brought to enforce payment of delinquent reassessments, but excluding therefrom any amounts explicitly included therein on account of

collection charges, administrative cost charges, or attorneys' fees and costs paid as a result of foreclosure actions.

**"Rebate Fund"** shall mean the fund by that name established pursuant to Section 5.01.

**"Rebate Instructions"** shall mean the calculations and directions required to be delivered to the Trustee by the Authority pursuant to the Tax Certificate.

**"Rebate Requirement"** shall mean the Rebate Requirement defined in the Tax Certificate.

**"Record Date"** shall mean the fifteenth (15th) day of the month preceding any Interest Payment Date, whether or not such day is a Business Day.

**"Redemption Fund"** shall mean the fund by that name established pursuant to Section 5.01.

**"Reserve Fund"** shall mean the fund by that name established pursuant to Section 5.01.

**"Reserve Requirement"** shall mean, as of any date of calculation, the lesser of (i) Maximum Annual Debt Service on the Bonds, (ii) 125% of Average Annual Debt Service, or (iii) 10% of the amount (within the meaning of Section 148 of the Code) of the Bonds; which amount shall be reduced in the event of a partial redemption of the Bonds pursuant to Section 4.01 as set forth in the Written Order delivered to the Trustee pursuant to Section 4.02 in connection with such redemption. The Reserve Requirement with respect to the Bonds as of their date of issuance is \$\_\_\_\_\_.

**"Revenue Fund"** shall mean the fund by that name established pursuant to Section 5.01.

**"Revenues"** shall mean the Reassessment Revenues and all other amounts received by the Trustee, as the payment of interest or premiums on, or the equivalent thereof, and the payment or return of principal of, or the equivalent thereof, all Local Obligations whether as a result of scheduled payments of Reassessment installments or as a result of Reassessment Prepayments or as a result of remedial proceedings taken in the event of a default in either case thereon, and all investment earnings on any moneys held in the Funds established hereunder, except the Rebate Fund.

**"Secretary"** shall mean the Secretary of the Authority.

**"Special Record Date"** shall mean the date established by the Trustee pursuant to Section 2.01 as a record date for the payment of defaulted interest on the Bonds.

**"State"** shall mean the State of California.

**"Supplemental Trust Agreement"** shall mean any trust agreement supplemental to or amendatory of the Trust Agreement which is duly executed and delivered in accordance with the provisions of Article XI.

**“Tax Certificate”** shall mean that certificate, relating to various federal tax requirements, including the requirements of Section 148 of the Code, signed by the Authority and the City on the date the Bonds are issued, as the same may be amended or supplemented in accordance with its terms.

**“Trust Agreement”** shall mean this Trust Agreement executed and entered into as of August 1, 2014, between the Authority and the Trustee, pursuant to which the Bonds are to be issued, as amended or supplemented from time to time in accordance with its terms.

**“Trust Estate”** shall have the meaning ascribed thereto in the granting clause hereof.

**“Trustee”** shall mean Wells Fargo Bank, National Association, a national banking association duly organized and existing under the laws of the United States of America, in its capacity as trustee hereunder, and any successor as trustee hereunder.

**“Vice Chair”** shall mean the Vice Chairperson of the Authority.

**“Written Order”** shall mean a written direction of the Authority to the Trustee signed by an Authorized Signatory.

**Section 1.02 Rules of Construction.** Except where the context otherwise requires, words imparting the singular number shall include the plural number and vice versa, and pronouns inferring the masculine gender shall include the feminine gender and vice versa. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof. All references herein to “Articles,” “Sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith,” “hereunder” and other words of similar import refer to the Trust Agreement as a whole and not to any particular article, section, subdivision or clause thereof.

## ARTICLE II

### TERMS OF BONDS

**Section 2.01 The Bonds.** Bonds in an unlimited amount may be issued under this Trust Agreement in accordance with the provisions hereof. There shall be initially issued under and secured by this Trust Agreement bonds in the form of fully registered bonds to be designated the “Stockton Public Financing Authority Limited Obligation Revenue Bonds (Mosher Reassessment District 2014-1) Series 2014” in the aggregate principal amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_). The Bonds shall be dated as of the Dated Date and shall bear interest at the rates specified in the table below, such interest being payable on each Interest Payment Date, and shall mature on the Principal Payment Dates in the following years in the following principal amounts, namely:



<b>Principal Payment Date (September 2)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>
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\* Term Bonds

The principal of and redemption premiums, if any, and interest on the Bonds shall be payable in lawful money of the United States of America. The Bonds shall be issued as fully registered bonds in Authorized Denominations and shall be numbered as the Trustee shall determine. The Bonds shall be initially registered as directed by the purchaser of the Bonds. The Bonds shall bear interest from the Dated Date. Payment of the interest on any Bond shall be made to the Person whose name appears on the Bond Register as the Owner thereof as of the close of business on the Record Date, such interest to be paid by check mailed by first class mail on the Interest Payment Date to the Owner at the address which appears on the Bond Register as of the Record Date for that purpose; except that in the case of an Owner of one million dollars (\$1,000,000) or more in aggregate principal amount of Bonds, upon written request of such Owner to the Trustee (in form satisfactory to the Trustee), received not later than the Record Date, such interest shall be paid on the Interest Payment Date in immediately available funds by wire transfer to an account in a bank or trust company or savings bank that is a member of the Federal Reserve System and that is located in the continental United States of America. The principal of and redemption premiums, if any, on the Bonds shall be payable by the Trustee at its Corporate Trust Office upon presentation and surrender of such Bonds. Interest shall be calculated on the basis of a 360-day year consisting of twelve (12) 30-day calendar months.

Notwithstanding any other provision herein contained, any interest not punctually paid or duly provided for, as a result of an Event of Default or otherwise, shall forthwith cease to be payable to the Owner on the Record Date and shall be paid to the Owner in whose name the Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice whereof being given to the Owners not less than ten (10) days prior to such Special Record Date.

**Section 2.02 Form of Bonds.** The Bonds and the certificate of authentication and assignment forms to appear thereon shall be in substantially the forms set forth in Exhibit A hereto, with such variations, insertions or omissions as are appropriate and not inconsistent herewith. Provisions on the reverse side of each Bond shall for all purposes have the same effect as though fully set forth on the face of the Bond.

**Section 2.03 Bonds Mutilated, Destroyed, Stolen or Lost.** In the event any Bond, whether temporary or definitive, is mutilated, lost, stolen or destroyed, the Authority may execute and, upon its request in writing, the Trustee shall authenticate and deliver a substitute Bond of the same principal amount and maturity as the mutilated, lost, stolen or destroyed Bond

in exchange and substitution for such mutilated Bond, or in lieu of and substitution for such lost, stolen or destroyed Bond.

Application for exchange and substitution of mutilated, lost, stolen or destroyed Bonds shall be made to the Trustee at its Corporate Trust Office. In every case the applicant for a substitute Bond shall furnish to the Trustee security or indemnification to its satisfaction, and in every case of loss, theft or destruction of a Bond, the applicant shall also furnish to the Authority and the Trustee evidence to their satisfaction of the loss, theft or destruction and of the identity of the applicant, and in every case of mutilation of a Bond, the applicant shall surrender the Bond so mutilated to the Trustee.

Notwithstanding the foregoing provisions of this section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or redemption premiums, if any, on or interest on the Bonds, the Trustee may pay the same (without surrender thereof except in the case of a mutilated Bond) instead of issuing a substitute Bond so long as security or indemnification is furnished as above provided.

Upon the issuance of any substitute Bond, the Trustee may charge the Owner of such Bond with its reasonable fees and expenses in connection therewith. Every substitute Bond issued pursuant to the provisions of this section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute an original additional contractual obligation of the Authority, whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionally with any and all other Bonds duly issued hereunder to the same extent as the Bonds in substitution for which such substitute Bonds were issued.

**Section 2.04 Execution of Bonds.** All the Bonds shall, from time to time, be executed on behalf of the Authority by the manual or facsimile signature of the Chairperson and attested by the manual or facsimile signature of the Secretary.

If any of the officers who shall have signed any of the Bonds shall cease to be such officer of the Authority before the Bond so signed shall have been actually authenticated by the Trustee or delivered, such Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed such Bonds had not ceased to be such officer of the Authority, and any such Bond may be signed on behalf of the Authority by those persons who, at the actual date of the execution of such Bonds, shall be the proper officers of the Authority, although at the date of such Bond any such person shall not have been such officer of the Authority.

**Section 2.05 Book Entry System.** The Authority may designate any issue of Bonds as book-entry Bonds, in which case, each maturity of such Bonds shall be in the form of a separate single fully registered Bond (which may be typewritten). Upon their issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of the Nominee, as nominee of the Depository.

With respect to book-entry Bonds, the Authority and the Trustee shall have no responsibility or obligation to any Participant or to any person on behalf of which such a

Participant holds an interest in such book entry Bonds. Without limiting the immediately preceding sentence, the Authority and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book entry Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in book entry Bonds to be redeemed in the event the Authority redeems such in part, or (iv) the payment of any Participant or any other person, other than an Owner as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The Authority and the Trustee may treat and consider the person in whose name each is registered in the Bond Register as the absolute Owner of such for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Trustee shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a Bond evidencing the obligation of the Authority to make payments of principal, premium, if any, and interest pursuant hereto. Upon delivery by the Depository to the Trustee and the Authority of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to record dates, the term Nominee herein shall refer to such nominee of the Depository.

In order to qualify the Bonds for the Depository's book entry system, the Authority and the Trustee shall execute and deliver to the Depository a Letter of Representations as may be required by the Depository. The execution and delivery of such Letter of Representations shall not in any way impose upon the Authority or the Trustee any obligation whatsoever with respect to persons having interests in such Bonds other than the Owners, as shown on the Bond Register. In addition to the execution and delivery of a Letter of Representations, the Authority and the Trustee shall take such other actions, not inconsistent with the Trust Agreement, as are reasonably necessary to qualify the Bonds for the Depository's book entry program.

In the event (i) the Depository determines not to continue to act as securities depository for the Bonds, or (ii) the Depository shall no longer so act and gives notice to the Trustee of such determination, then the Authority will discontinue the book entry system with the Depository. If the Authority determines to replace the Depository with another qualified securities depository, the Authority shall prepare or direct the preparation of a new single, separate, fully registered Bond for each of the maturities of such Bonds, registered in the name of such successor or substitute qualified securities depository or its nominee. If the Authority fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names Owners transferring or exchanging such Bonds shall designate in accordance with provisions of Sections 2.07 and 2.08.

Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Letter of Representations or as otherwise instructed by the Depository.

**Section 2.06 Transfer and Registration of Bonds.** The Bonds may be transferred or exchanged and title thereto shall pass only in the manner provided herein, and the Trustee shall keep books constituting the Bond Register for the registration and transfer of the Bonds as provided herein. All Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Trustee, duly executed by the Owner or by his attorney duly authorized in writing, and all such Bonds shall be surrendered to the Trustee and canceled by the Trustee pursuant to Section 2.10. The Authority and the Trustee may deem and treat the Owner of any Bond as the absolute owner of such Bond for the purpose of receiving any payment on such Bond and for all other purposes hereof, whether such Bond shall be overdue or not, and neither the Authority nor the Trustee shall be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

**Section 2.07 Regulations With Respect to Exchanges or Transfers of Bonds.** (a) In all cases in which the privilege of exchanging or registering the transfer of Bonds is exercised, the Authority shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions hereof. There shall be no charge to the Owner for any such exchange or registration of transfer of Bonds, but the Authority may require the payment of a sum sufficient to pay any tax or other governmental charge required to be paid with respect to any such exchange or registration of transfer. Neither the Authority nor the Trustee shall be required to register the transfer or exchange of any Bond during the period established by the Trustee for selection of Bonds for redemption or to register the transfer or exchange of any Bond selected for redemption.

(b) Upon surrender for exchange or transfer of any Bond at the Corporate Trust Office of the Trustee, the Authority shall execute and the Trustee shall authenticate and deliver in the name of the Owner (in the case of transfers) a new Bond or Bonds of Authorized Denominations, in the aggregate principal amount which the registered Owner is entitled to receive.

(c) New Bonds delivered upon any transfer or exchange shall be valid obligations of the Authority, evidencing the same debt as the Bonds surrendered, shall be secured hereby and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

**Section 2.08 Authentication of Bonds.** No Bond shall be secured hereby or entitled to the benefits hereof or shall be valid or obligatory for any purpose unless there shall be endorsed on such Bond the Trustee's certificate of authentication, substantially in the form prescribed herein, executed by the manual signature of a duly authorized signatory of the Trustee; and such

certificate on any Bond issued by the Authority shall be conclusive evidence and the only competent evidence that such Bond has been duly authenticated and delivered hereunder.

**Section 2.09 Cancellation of Bonds.** Upon the surrender to the Trustee of any temporary or mutilated Bond, or any Bond surrendered for transfer or exchange, or any Bond purchased, redeemed or paid at maturity, the same shall forthwith be canceled and the Trustee shall destroy such Bonds and upon written request of the Authority the Trustee shall deliver a certificate of destruction with respect thereto to the Authority.

**Section 2.10 Bonds as Special Obligations.** The Bonds are special, limited obligations of the Authority, payable from the Trust Estate and secured as to the payment of the principal of and the redemption premiums, if any, and the interest on in accordance with their terms and the terms hereof, solely by the Trust Estate. The Bonds do not constitute a charge against the general credit of the Authority or any of its members, and under no circumstances shall the Authority be obligated to pay principal of or redemption premiums, if any, or interest on the Bonds except from the Trust Estate. Neither the State nor any public agency (other than the Authority) nor any member of the Authority is obligated to pay the principal of or redemption premiums, if any, or interest on the Bonds, and neither the faith and credit nor the taxing power of the City, the State or any public agency thereof or any member of the Authority is pledged to the payment of the principal of or redemption premiums, if any, or interest on the Bonds. The payment of the principal of or redemption premiums, if any, or interest on, the Bonds does not constitute a debt, liability or obligation of the City, the State or any public agency (other than the Authority) or any member of the Authority.

No agreement or covenant contained in any Bond or herein shall be deemed to be an agreement or covenant of any officer, member, agent or employee of the Authority in his or her individual capacity, and neither the members of the Authority nor any officer or employee thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

### ARTICLE III

#### ISSUANCE OF BONDS

**Section 3.01 Provisions for the Issuance of Bonds.** The Bonds shall be executed by the Authority and delivered to the Trustee for authentication, together with a Written Order certifying that all conditions precedent to the authorization of the Bonds have been satisfied and authorizing the Trustee to authenticate the Bonds. The Trustee shall authenticate and deliver the Bonds upon receipt of the Written Order described above, and upon the following having been made available to the Trustee:

- (a) A copy of the resolution adopted by the Authority approving the Trust Agreement and the execution and delivery by the Authority hereof, duly certified to have been duly adopted by the Authority and to be in full force and effect on the date of such certification;

- (b) A Written Order directing that the Trustee authenticate the Bonds and containing instructions as to the delivery of the Bonds;
- (c) The proceeds of sale of the Bonds;
- (d) A certificate stating that the Authority is not in default in the performance of any of the agreements, conditions, covenants or terms contained herein;
- (e) An original executed counterpart hereof;
- (f) The Local Obligations to be purchased with the proceeds of the Bonds registered in the name of the Trustee; and
- (g) An Opinion or Opinions of Bond Counsel addressing the validity and tax exempt status of the Bonds and the validity of the Local Obligations to be purchased with the Bonds, subject to such exceptions as may be reasonable and appropriate.

## ARTICLE IV

### REDEMPTION AND PURCHASE OF BONDS

**Section 4.01 Privilege of Redemption and Redemption Price.** The Bonds subject to redemption prior to maturity pursuant to the Trust Agreement shall be redeemable, upon mailed notice as provided in this article, at such times and upon such terms as are contained in this article. Whenever by the terms hereof the Trustee is required or authorized to redeem Bonds, the Trustee shall select the Bonds to be redeemed, shall give the notice of redemption and shall pay out of moneys available therefor the redemption price thereof, plus interest accrued and unpaid to the date fixed for redemption, in accordance with the terms of this article.

(a) **Extraordinary Redemption.** The Bonds are subject to extraordinary redemption as a whole or in part on any Interest Payment Date, and shall be redeemed by the Trustee, from moneys transferred from the Prepayment Account to the Redemption Fund pursuant to Section 5.06(c), and derived as a result of prepayments of Local Obligations from Reassessment Prepayments, as applicable, by property owners of their respective obligations, plus if applicable, amounts transferred from the Reserve Fund pursuant to Section 5.10(c), at a redemption price equal to the principal amount thereof, together with a redemption premium equal to the following amounts during the following periods (expressed as a percentage of the principal amount redeemed) plus accrued interest:

Redemption Dates	Premium
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Any extraordinary redemption of bonds on or prior to September 2, 20\_\_, shall be applied on an inverse basis starting with the Bonds maturing on September 2, 20\_\_, followed by the



Bonds maturing on September 2, 20\_\_, followed by the Bonds maturing on September 2, 20\_\_, followed by the Bonds maturing on September 2, 20\_\_, followed by the Bonds maturing on September 2, 20\_\_.

(b) **Optional Redemption.** The Bonds maturing on or before September 2, 20\_\_, shall not be subject to optional redemption. The Bonds maturing on or after September 2, 20\_\_, are subject to optional redemption as a whole or in part on any date on or after September 2, 20\_\_, at the option of the Authority from any moneys deposited in the Redemption Fund from any source for such purpose by the Authority, at a redemption price equal to the principal amount thereof, together with accrued interest, without premium.

(c) **Mandatory Redemption.** The Bonds maturing on September 2, 20\_\_, are subject to mandatory redemption in part by lot on September 2, 20\_\_, in each year commencing September 2, 20\_\_, at the principal amount thereof plus accrued interest thereon to the date fixed for redemption in accordance with the following schedule:

Year (September 2)	Amount

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\* maturity

**Section 4.02 Redemption Instructions.** In the event a portion, but not all, of the Outstanding Bonds are to be redeemed pursuant to Section 4.01, the Trustee shall select the amounts and maturities of the Bonds for redemption in accordance with a Written Order of the Authority. Upon any prepayment or redemption of a Local Obligation, the Authority shall deliver to the Trustee at least forty-five (45) days prior to the redemption date the following:

(a) A Written Order of the Authority to the Trustee designating the maturities and amounts of Bonds to be redeemed and designating the amount to be withdrawn from the Reserve Fund, if any, and the reduction, if any, in the Reserve Requirement resulting from such redemption; and

(b) A revised mandatory redemption schedule for the Bonds maturing on September 2, 20\_\_, which shall reduce each mandatory redemption amount such that the resulting schedule shall be as nearly proportional as possible in each year to the original schedule.

**Section 4.03 Notice of Redemption.** Subject to receipt of the Written Order of the Authority delivered pursuant to Section 5.06, the Trustee shall give notice, as hereinafter provided in this section; provided, that Bonds, identified by CUSIP numbers, serial numbers and maturity date, have been called for redemption and, in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof that has been called for redemption (or if all the Outstanding Bonds are to be redeemed, so stating, in which event such serial numbers may be



omitted), that they will be due and payable on the date fixed for redemption (specifying such date) upon surrender thereof to the Trustee at its Corporate Trust Office, at the redemption price (specifying such price), together with any accrued interest to such date, and that all interest on the Bonds (or portions thereof) so to be redeemed will cease to accrue on and after such date and that from and after such date such Bond (or such portion thereof) shall no longer be entitled to any lien, benefit or security hereunder, and the Owner thereof shall have no rights in respect of such redeemed Bond or such portion except to receive payment from such money of such redemption price plus accrued interest to the date fixed for redemption.

Such notice shall be mailed by first class mail, in a sealed envelope, postage prepaid, at least thirty (30) but not more than sixty (60) days before the date fixed for redemption, to the Owners of such Bonds (or portions thereof) so called for redemption, at their respective addresses as the same shall last appear on the Bond Register. No notice of redemption need be given to the Owner of a Bond to be called for redemption if such Owner waives notice thereof in writing, and such waiver is filed with the Trustee prior to the redemption date. Neither the failure of an Owner to receive notice of redemption of Bonds hereunder nor any error in such notice shall affect the validity of the proceedings for the redemption of Bonds.

Any notice of optional redemption may be rescinded by written notice given by the Authority to the Trustee no later than two (2) Business Days prior to the date fixed for redemption. The Trustee shall give notice of such rescission as soon thereafter as practicable to the same parties and in the same manner as notice of redemption was given.

**Section 4.04 Selection of Bonds for Redemption.** Except as set forth in Section 4.01 with respect to extraordinary redemption, whenever less than all the Outstanding Bonds of any one maturity are to be redeemed on any one date, the Trustee shall select the particular Bonds to be redeemed by lot, and in selecting the Bonds for redemption the Trustee shall treat each Bond of a denomination of more than five thousand dollars (\$5,000) as representing that number of Bonds of five thousand dollars (\$5,000) denomination which is obtained by dividing the principal amount of such Bond by five thousand dollars (\$5,000), and the portion of any Bond of a denomination of more than five thousand dollars (\$5,000) to be redeemed shall be redeemed in an Authorized Denomination. The Trustee shall promptly notify the Authority in writing of the numbers of the Bonds so selected for redemption in whole or in part on such date.

**Section 4.05 Payment of Redeemed Bonds.** If notice of redemption has been given or waived as provided in Section 4.03, the Bonds (or portions thereof) called for redemption shall be due and payable on the date fixed for redemption at the redemption price thereof, together with accrued interest to the date fixed for redemption, upon presentation and surrender of the Bonds to be redeemed at the Corporate Trust Office of the Trustee specified in the notice of redemption. If there shall be called for redemption less than the full principal amount of a Bond, the Authority shall execute and deliver and the Trustee shall authenticate, upon surrender of such Bond, and without charge to the Owner thereof, Bonds of like interest rate and maturity in an aggregate principal amount equal to the unredeemed portion of the principal amount of the Bonds so surrendered in such Authorized Denominations as shall be specified by the Owner thereof.

If any Bond or any portion thereof shall have been duly called for redemption and payment of the redemption price, together with unpaid interest accrued to the date fixed for redemption, shall have been made or provided for by the Authority, then interest on such Bond or such portion shall cease to accrue from such date, and from and after such date such Bond or such portion shall no longer be entitled to any lien, benefit or security hereunder, and the Owner thereof shall have no rights in respect of such Bond or such portion except to receive payment of such redemption price, and unpaid interest accrued to the date fixed for redemption.

**Section 4.06 Purchase in Lieu of Redemption.** In lieu of redemption of any Bond pursuant to the provisions of Section 4.01 and after complying with Section 4.03, amounts on deposit in the Proceeds Fund, the Principal Fund or in the Redemption Fund may also be used and withdrawn by the Trustee at any time prior to selection of Bonds for redemption having taken place with respect to such amounts, upon a Written Order for the purchase of such Bonds at public or private sale as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Fund) as the Authority may in its discretion determine, but not in excess of the redemption price thereof plus accrued interest to the purchase date. All Bonds so purchased shall be delivered to the Trustee for cancellation.

## ARTICLE V

### REVENUES AND FUNDS FOR BONDS

**Section 5.01 Establishment of Funds.** There is hereby established with the Trustee, and the Trustee hereby agrees to maintain, the following special trust funds for the Bonds, which the Trustee shall keep separate and apart from all other funds and moneys held by it: the Revenue Fund, the Interest Fund, the Principal Fund, the Expense Fund, the Redemption Fund, the Proceeds Fund, the Reserve Fund, the Local Obligation Fund and the Rebate Fund.

**Section 5.02 Deposit of Proceeds of Bonds and Other Funds.** The proceeds received from the sale of the Bonds (equal to the principal amount thereof plus net original issue premium of \$\_\_\_\_\_, less the amount of \$\_\_\_\_\_ paid directly by the underwriter to the escrow agent for the redemption of the Prior Assessment Bonds and less an underwriter's discount in the amount of \$\_\_\_\_\_) and other funds received by the Trustee shall be applied by the Trustee as follows:

(a) The amount of \$\_\_\_\_\_ shall be deposited in the Reserve Fund, which portion of the purchase price of the Local Obligations the City has agreed shall be retained by the Trustee; and

(b) The remainder in the amount of \$\_\_\_\_\_ shall be deposited in the Proceeds Fund for the purchase of the Local Obligations.

**Section 5.03 Proceeds Fund.** Amounts in the Proceeds Fund shall be applied on the Dated Date by the Trustee upon receipt of a Written Order of the Authority to the purchase of the Local Obligations designated in such Written Order. If any amount shall remain in the Proceeds Fund following such purchase, such amount shall be deposited by the Trustee in the Revenue Fund.

**Section 5.04 Local Obligation Fund.** All Local Obligations acquired by the Trustee pursuant to Section 5.03 shall be deposited in the Local Obligation Fund, which the Trustee shall establish and maintain.

**Section 5.05 Revenue Fund.** All Revenues received by the Trustee, other than Revenues derived from Reassessment Prepayments and Special Tax Prepayments (which shall be deposited in the Prepayment Account and administered in accordance with Section 5.06), shall be deposited by the Trustee into the Revenue Fund. Not later than each Interest Payment Date and Principal Payment Date on the Bonds, the Trustee shall transfer Revenues from the Revenue Fund, in the amounts specified in Sections 5.07, 5.08, 5.09 and 5.10, for deposit into the respective Funds specified therein in the order of priority set forth, the requirements of each Fund to be fully satisfied, leaving no deficiencies therein, prior to any deposit into any Fund later in priority.

**Section 5.06 Revenues Derived From Reassessment Prepayments.**

(a) The Authority acknowledges that the 1984 Act requires that amounts received by the City on account of Reassessment Prepayments shall be utilized, in accordance with the 1984 Act, for the sole purpose of prior redemption of Local Obligations, and not to pay current, scheduled debt service payments on the Local Obligations. Correspondingly, in order to maintain a proper matching between debt service payments on the Local Obligations and debt service payments on the Bonds, all Revenues received by the Trustee which constitute Reassessment Prepayments when received by the City shall be transferred to the Trustee and shall be utilized by the Trustee pursuant to Section 4.01(a), the Written Orders of the Authority required pursuant to Section 4.02, and this section. The City shall provide the Trustee with written notification of any amounts sent to the Trustee by the City which constitute Reassessment Prepayments.

(b) The Authority hereby covenants for the benefit of the Owners that, as to each separate date upon which Bonds are to be redeemed from the proceeds of Reassessment Prepayments pursuant to Section 4.01(a), the Written Orders of the Authority required pursuant to Section 4.02 shall as nearly as possible (taking into account the minimum denominations of such bonds) apply such Reassessment Prepayments to the redemption of Bonds.

(c) All Revenues derived from Reassessment Prepayments received by the Trustee shall be immediately deposited in the Prepayment Account within the Revenue Fund, which account the Trustee agrees to establish and maintain. All other amounts on deposit in the Prepayment Account shall be transferred to the Redemption Fund to be used to redeem Bonds by optional redemption pursuant to Section 4.01.

**Section 5.07 Interest Fund.** The Trustee shall deposit in the Interest Fund before each Interest Payment Date from the Revenue Fund an amount of Revenues which together with any amounts then on deposit in the Interest Fund is equal to the interest on the Bonds due on such date. On each Interest Payment Date, the Trustee shall pay the interest due and payable on the Bonds on such date from the Interest Fund. All amounts in the Interest Fund shall be used and withdrawn by the Trustee solely for the purpose of paying interest on the Bonds as it shall become due and payable.

**Section 5.08 Principal Fund.** After satisfying the requirements of the foregoing Section 5.07 respecting deposits in the Interest Fund, the Trustee shall deposit in the Principal Fund (i) before each March 2 from the Revenue Fund an amount of Revenues which is equal to one-half of the principal amount of Bonds maturing on the next succeeding September 2 and (ii) before each September 2 from the Revenue Fund an amount of Revenues which, together with any amounts then on deposit in the Principal Fund (other than amounts previously deposited on account of any Bonds which have matured but which have not been presented for payment), is sufficient to pay the Principal Installments on the Bonds when due on such Principal Payment Date. The Trustee shall pay from amounts in the Principal Fund the Principal Installments when due upon presentation and surrender of the Bonds.

**Section 5.09 Expense Fund.** Amounts in the Expense Fund shall be applied by the Trustee to the payment of Expenses upon receipt of a Written Order of the Authority stating the Person to whom payment is to be made, the amount and purpose of the payment and that the payment is a proper charge against the Expense Fund.

**Section 5.10 Reserve Fund.**

(a) The Trustee shall deposit in the accounts within the Reserve Fund the amounts transferred pursuant to Section 5.02. Except as provided in subsection (b), (c) and (d) below, all moneys in the Reserve Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on or the principal or the redemption premiums, if any, of, the Bonds; but solely in the event that insufficient moneys are available in the Interest Fund, the Principal Fund or the Redemption Fund for such purpose.

(b) Upon any partial redemption of Bonds pursuant to Section 4.01(a) or (b), the Trustee shall withdraw an amount from the Reserve Fund equal to the reduction in the Reserve Requirement specified in the Written Order of the Authority delivered in connection with such redemption pursuant to Section 4.02 and transfer such amount to the Redemption Fund.

(c) In the event of a redemption of Local Obligations resulting from a Property Owner Prepayment, the Trustee shall transfer to the Local Obligation Redemption Fund from the Reserve Fund an amount equal to the proportionate share of the Reserve Fund allocable to such prepayment, as specified in the Written Order of the Authority. The Trustee shall notify the City of such amounts to be transferred.

(d) The Reserve Requirement shall be reduced on each of the following dates in the following amounts:

Year (September 2)	Amount
_____	_____

Amounts in the Reserve Fund in excess of the Reserve Requirement on each September 2 commencing September 2, 20\_\_, shall be transferred to the Revenue Fund and the Trustee shall notify the City of the amount of such transfer, which the City may apply as a credit against debt service due on such dates for the Local Obligations.

(e) Except as provided in Section 6.02(d), the Trustee shall retain in the Reserve Fund all earnings on amounts on deposit in such account which amounts shall be applied as provided in subsection (a) hereof.

(f) Notwithstanding any other provision hereof, the failure to maintain an amount in the Reserve Fund equal to the Reserve Requirement shall not be an Event of Default hereunder.

(g) After satisfying the requirements of the foregoing Sections 5.07, 5.08, 5.09 and 5.10 respecting deposits in the Interest Fund and the Principal Fund, the Trustee shall deposit in the Reserve Fund from the Revenue Fund an amount of Revenues necessary to make the amount on deposit in the Reserve Fund equal to the Reserve Requirement.

**Section 5.11 Redemption Fund.** (a) All money held in or transferred to the Redemption Fund pursuant to Section 5.06(c) shall be used for the purpose of [redeeming or purchasing all or a portion of the Outstanding Bonds pursuant to Section 4.01 or Section 4.06, as applicable.

(b) The Trustee shall use amounts in the Redemption Fund for the payment of the redemption price of Bonds called for redemption pursuant to Section 4.01 or the purchase price of Bonds purchased pursuant to Section 4.06, together with accrued interest to the redemption or purchase date.

**Section 5.12 Transfer to the City.** Having first satisfied the requirements of the foregoing Sections 5.07, 5.08, 5.09 and 5.10, the Trustee shall transfer any remaining Revenues to the City for deposit in the Redemption Fund as defined in the Local Obligation Resolution.

**Section 5.13 Rebate Fund.** The Trustee agrees to establish and maintain a Fund separate from any other fund established and maintained hereunder designated the Rebate Fund. The Trustee shall deposit in the Rebate Fund, from funds made available by the Authority, the Rebate Requirement, all in accordance with Rebate Instructions received from the Authority. The Trustee will apply moneys held in the Rebate Fund as provided in Section 7.04 and according to written instructions provided by the Authority. Subject to the provisions of Section 7.04, moneys held in the Rebate Fund are hereby pledged to secure payments to the United States of America, and the Authority and the City and the Owners will have no rights in or claim to such moneys. The Trustee will invest all amounts held in the Rebate Fund in Investment Securities as directed in writing by the Authority and all investment earnings with respect thereto shall be deposited in the Rebate Fund.

Upon receipt of the Rebate Instructions required by the Tax Certificate to be delivered to the Trustee, the Trustee will remit part or all of the balance held in the Rebate Fund to the United States of America as so directed. In addition, if the Rebate Instructions so direct, the Trustee will deposit money into or transfer money out of the Rebate Fund from or into such Funds as the Rebate Instructions shall direct. The Trustee shall be deemed conclusively to have complied

with such provisions if it follows the written directions of the Authority including supplying all necessary information in the manner provided in the Tax Certificate to the extent such information is reasonably available to the Trustee, and shall have no liability or responsibility to monitor or enforce compliance by the Authority with the terms of the Tax Certificate.

The Trustee shall have no obligation to rebate any amounts required to be rebated pursuant to this section, other than from moneys held in the Rebate Fund or from other moneys provided to it by the Authority. The Trustee shall not be responsible for computing the Rebate Requirement. Computations of the Rebate Requirement shall be furnished to the Trustee or on behalf of the Authority in accordance with the Tax Certificate.

Notwithstanding any other provision hereof, including in particular Article XII pertaining to defeasance, the obligation of the Authority to remit the rebate amounts to the United States of America and to comply with all other requirements of this section and the Tax Certificate shall survive the defeasance or payment in full of the Bonds.

## ARTICLE VI

### SECURITY FOR AND INVESTMENT OF MONEY

**Section 6.01 Security.** All money required to be deposited with or paid to the Trustee in any of the Funds (other than the Rebate Fund) referred to in any provision hereof shall be held by the Trustee in trust, and except for money held for the payment or redemption of Bonds or the payment of interest on Bonds pursuant to Section 12.03, shall, while held by the Trustee, constitute part of the Trust Estate and shall be subject to the lien and pledge created hereby.

**Section 6.02 Investment of Funds.** (a) So long as the Bonds are Outstanding and there is no default hereunder, money on deposit to the credit of the Redemption Fund, the Revenue Fund, the Interest Fund, the Principal Fund, the Reserve Fund and all accounts within such Funds (other than amounts invested in Local Obligations) shall, at the request of the Authority specifying and directing that such investment of such money be made, be invested by the Trustee in Investment Securities having maturities or otherwise providing for availability of money when needed for purposes hereof; provided that investments purchased with funds on deposit in the Reserve Fund shall have an average weighted term to maturity not greater than five years (for purposes of such calculation, investments which allow for withdrawals on any Interest Payment Date or any other date at par shall be deemed to have a term to maturity to the first permitted date of withdrawal at par), and money held in the Rebate Fund shall, at the request of the Authority specifying and directing that such investment of such money be made, be invested by the Trustee in Government Obligations having maturities or otherwise providing for availability of money when needed for purposes hereof, and the Trustee shall be entitled to rely on such instructions for purposes of this section. The Trustee shall notify the Authority in writing prior to the date money held hereunder will be available for investment, requesting that the Authority deliver to the Trustee written instructions specifying the Investment Securities to be acquired by the Trustee with such money. The Authority, in issuing such written instructions, shall comply with the provisions of the Tax Certificate. In the absence of written instructions from the Authority regarding investment, such money shall be invested in investments described in clause (7) of the definition of Investment Securities. The Trustee may act as principal or agent in the



acquisition or disposition of any investments. The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority specifically waives receipt of such confirmations to the extent permitted by law. The Trustee shall furnish the Authority periodic cash transaction statements (at least monthly) which include detail for all investment transactions made by the Trustee hereunder, which statements shall include the amount of all brokerage commissions or other fees, whether charged by the Trustee or a third party.

(b) Money on deposit in the Proceeds Fund, if any, shall be invested in Investment Securities pursuant to a Written Order and such money may not be reinvested in any other Investment Securities unless the Trustee receives, at the time of such reinvestment, a further Written Order to the effect that, after such reinvestment, the Revenues will be sufficient to pay principal and interest on the Bonds when due.

(c) Notwithstanding anything to the contrary contained herein, an amount of interest received with respect to any Investment Security equal to the amount of accrued interest, if any, paid as part of the purchase price of such Investment Security shall be credited to the Fund from which such accrued interest was paid. The Trustee shall not be responsible for any losses or consequences of any investment if it follows such instructions in good faith. Notwithstanding anything to the contrary contained herein, the Trustee shall have no obligation or responsibility to determine whether investment in a security is permitted by the laws of the State, and shall be entitled to assume that any investment it is directed to make is so permitted.

The securities purchased with the money in each Fund shall be deemed a part of such Fund. If at any time it shall become necessary or appropriate that some or all of the securities purchased with the money in any Fund be redeemed or sold in order to raise money necessary to comply with the provisions hereof, the Trustee shall effect such redemption or sale, employing, in the case of a sale, any commercially reasonable method of effecting the same. The Trustee shall not be liable or responsible for any consequences resulting from any such investment or resulting from the redemption, sale or maturity of any such investment as authorized pursuant to this section.

Investments in the Revenue Fund, the Interest Fund, the Principal Fund, the Reserve Fund and the Redemption Fund may be commingled for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in particular Funds amounts received or held by the Trustee; provided, that the Trustee shall at all times account for such investments strictly in accordance with the Funds to which they are credited and otherwise as provided in the Trust Agreement.

(d) All earnings on the investment of the money on deposit in any Fund shall remain a part of such Fund; provided, that in the event the amount on deposit in the Reserve Fund is equal to the Reserve Requirement, then earnings on the investment of money on deposit in the Reserve Fund shall be transferred to the Revenue Fund, said transfer to be made on each March 2 and September 2 after the payment of all amounts required to be paid on such dates pursuant to Sections 5.07, 5.08 and 5.09.



## ARTICLE VII

### COVENANTS OF THE AUTHORITY

**Section 7.01 Payment of Bonds; No Encumbrances.** The Authority shall cause the Trustee to promptly pay, from Revenues and other funds derived from the Trust Estate pledged hereunder, the principal of and redemption premium, if any, on and the interest on every Bond issued under and secured hereby at the place, on the dates and in the manner specified herein and in such Bonds according to the true intent and meaning thereof. The Authority shall not issue any bonds, notes or other evidences of indebtedness or incur any obligations payable from or secured by the Trust Estate, other than the Bonds.

**Section 7.02 Enforcement and Amendment of Local Obligations.** The Authority and the Trustee, subject to the provisions of this Trust Agreement, shall enforce all of their rights with respect to the Local Obligations to the fullest extent necessary to preserve the rights and protect the security of the Owners hereunder.

The Authority and the Trustee may, without the consent of or notice to the Owners of the Bonds, consent to any amendment, change or modification of any Local Obligation that may be required (a) to conform to the provisions hereof (including any modifications or changes contained in any Supplemental Trust Agreement), (b) for the purpose of curing any ambiguity or inconsistency or formal defect or omission, (c) to add additional rights acquired in accordance with the provisions of such Local Obligation, (d) in connection with any other change therein which is not to the material prejudice of the Trustee, the Owners of the Bonds pursuant to an Opinion of Bond Counsel, or (e) in the Opinion of Bond Counsel, to preserve or assure the exemption of interest on the Local Obligation or the Bonds from federal income taxes or the exemption of such interest from State personal income taxes.

**Section 7.03 Further Documents.** The Authority covenants that it will from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose hereof; provided, that no such instruments or actions shall pledge the faith and credit or the taxing power of the State or any political subdivision of the State.

**Section 7.04 Tax Covenants.**

(a) The Authority will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of interest on the Bonds under Section 103 of the Code. The Authority will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the Authority or take or omit to take any action that would cause the Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code or obligations which are “federally guaranteed” within the meaning of Section 149(b) of the Code. The Authority will not allow ten per cent (10%) or more of the proceeds of the Bonds to be used in the trade or business of any nongovernmental units and will not lend five per cent (5%) or more of the proceeds of the Bonds to any nongovernmental units.

(b) The Authority will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the Authority or take or omit to take any action that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code. To that end, the Authority will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds. In the event that at any time the Authority is of the opinion that for purposes of this section it is necessary to restrict or to limit the yield on the investment of any money held by the Trustee hereunder, the Authority will so instruct the Trustee in writing, and the Trustee will take such actions as directed by such instructions.

(c) The Authority will pay or cause to be paid the Rebate Requirement as provided in the Tax Certificate. This covenant shall survive payment in full or defeasance of the Bonds. The Authority will cause the Rebate Requirement to be deposited in the Rebate Fund as provided in the Tax Certificate (which is incorporated herein by reference).

The Trustee will conclusively be deemed to have complied with the provisions of this section and the provisions of the Tax Certificate if it follows the directions of the Authority set forth in the Tax Certificate and the Rebate Instructions and shall not be required to take any actions hereunder in the absence of Rebate Instructions from the Authority.

(d) Notwithstanding any provision of this section, if the Authority shall provide to the Trustee an Opinion of Bond Counsel that any specified action required under this section is no longer required or that some further or different action is required to maintain the exclusion from gross income for federal income tax purposes of interest with respect to the Bonds, the Trustee and the Authority may conclusively rely on such opinion in complying with the requirements of this section, and the covenants hereunder shall be deemed to be modified to that extent.

(e) The provisions of this section shall survive the defeasance of the Bonds.

**Section 7.05 Maintenance of Existence.** The Authority shall maintain the existence, powers and authority of the Authority as a joint exercise of powers authority under the laws of the State.

**Section 7.06 Financial Statements.** The Authority shall file with the Trustee within one hundred eighty (180) days of the end of each Fiscal Year a complete, separate financial statement (including a balance sheet and a statement of revenues and expenses) together with the report and opinion of an Accountant stating that the financial statements have been prepared in accordance with generally accepted accounting principles and that such Accountant’s examination was performed in accordance with generally accepted auditing standards. The Trustee shall have no duty to review or examine such financial statements.

**Section 7.07 Continuing Disclosure.** The Authority and the Trustee hereby covenant and agree that they will comply with and carry out their obligations under the Continuing Disclosure Agreement. Any provision of the Continuing Disclosure Agreement may be modified or waived if there is filed with the Trustee an opinion of counsel to the effect that such modification or waiver will not, in and of itself, cause the undertaking of the Continuing Disclosure Agreement to no longer satisfy the requirements of Securities Exchange Commission Rule 15c2-12(b)(5). Notwithstanding any other provision hereof, failure of the Authority or the

Trustee to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; provided, that any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations under this Section 7.07.

## ARTICLE VIII

### DEFAULTS AND REMEDIES

**Section 8.01 Events of Default.** The following shall constitute “Events of Default” hereunder:

- (a) if payment of interest on the Bonds shall not be made when due; or
- (b) if payment of any Principal Installment shall not be made when due and payable, whether at maturity, by proceedings for redemption, or otherwise; or
- (c) if the Authority shall fail to observe or perform in any material way any other agreement, condition, covenant or term contained herein on its part to be observed or performed, and such failure shall continue for thirty (30) days after written notice specifying such failure and requiring the same to be remedied shall have been given to the Authority by the Trustee provided, that if such default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Authority within the applicable period and diligently pursued until the default is corrected.

**Section 8.02 Proceedings by Trustee; No Acceleration.** Upon the happening and continuance of any Event of Default the Trustee in its discretion may, and at the written request of the Owners of not less than twenty-five per cent (25%) in aggregate principal amount of Bonds Outstanding shall (but only if indemnified to its satisfaction from any liability, expenses or costs), do the following:

- (a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Owners, including the right to receive and collect the Revenues;
- (b) bring suit upon or otherwise enforce any defaulting Local Obligation;
- (c) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Owners;
- (d) as a matter of right, have a receiver or receivers appointed for the Trust Estate and of the earnings, income, issues, products, profits and revenues thereof pending such proceedings, with such powers as the court making such appointment shall confer; and
- (e) take such action with respect to any and all Local Obligations or Investment Securities as the Trustee shall deem necessary and appropriate, subject to Section 8.04 and to the terms of such Local Obligations or Investment Securities.

The Trustee shall have no right to declare the principal of all of the Bonds then Outstanding, or the interest accrued thereon, to be due and payable immediately.

**Section 8.03 Effect of Discontinuance or Abandonment.** In case any proceeding taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

**Section 8.04 Rights of Owners.** (a) Subject to the limitations and restrictions as to the rights of the Owners contained in Sections 8.01, 8.02 and 8.05, upon the happening and continuance of any Event of Default, the Owners of not less than twenty five per cent (25%) in aggregate principal amount of the Bonds then Outstanding shall have the right, upon providing the Trustee security and indemnity reasonably satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, by an instrument in writing executed and delivered to the Trustee, have the right to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder.

(b) The Trustee may refuse to follow any direction that conflicts with law or herewith or that the Trustee determines is prejudicial to rights of Owners or would subject the Trustee to personal liability without adequate indemnification therefor.

**Section 8.05 Restriction on Owner's Action.** In addition to the other restrictions on the rights of Owners to request action upon the occurrence of an Event of Default and to enforce remedies set forth in this article, no Owner of any of the Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of any trust hereunder, or any other remedy hereunder or on the Bonds, unless such Owner previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided and unless the Owners of not less than twenty five per cent (25%) in aggregate principal amount of the Bonds then Outstanding shall have made written request of the Trustee to institute any such suit, action, proceeding or other remedy, after the right to exercise such powers or rights of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted herein, or to institute such action, suit or proceeding in its or their name; nor unless there also shall have been offered to the Trustee security and indemnity reasonably satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall not have complied with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case to be conditions precedent to the execution of the trusts hereof or for any other remedy hereunder, it being understood and intended that no one or more Owners of the Bonds secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security hereof, or to enforce any rights hereunder or under the Bonds, except in the manner provided herein, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner provided herein, and for the equal benefit of all Owners of Outstanding Bonds; subject, however, to the provisions of this section. Notwithstanding the foregoing provisions of this section or any other provision hereof, the obligation of the Authority shall be absolute and unconditional to pay, but solely from the Trust Estate, the principal of and the

redemption premiums, if any, on and the interest on the Bonds to the respective Owners thereof at the respective due dates thereof, and nothing herein shall affect or impair the right of action, which is absolute and unconditional, of such Owners to enforce such payment.

**Section 8.06 Power of Trustee to Enforce.** All rights of action hereunder or under any of the Bonds secured hereby which are enforceable by the Trustee may be enforced by it without the possession of any of the Bonds, or the production thereof at the trial or other proceedings relative thereto, and any such suit, action or proceedings instituted by the Trustee shall be brought in its own name, as Trustee, for the equal and ratable benefit of the Owners subject to the provisions hereof.

**Section 8.07 Remedies Not Exclusive.** No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute.

**Section 8.08 Waiver of Events of Default; Effect of Waiver.** Upon the written request of the Owners of at least a majority in aggregate principal amount of all Outstanding Bonds the Trustee shall waive any Event of Default hereunder and its consequences. If any Event of Default shall have been waived as herein provided, the Trustee shall promptly give written notice of such waiver to the Authority and the City and shall give notice thereof by first class mail, postage prepaid, to all Owners of Outstanding Bonds if such Owners had previously been given notices of such Event of Default; but no such waiver, rescission and annulment shall extend to or affect any subsequent Event of Default, or impair any right or remedy consequent thereon.

No delay or omission of the Trustee or of any Owner to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default, or an acquiescence therein; and every power and remedy given by this article to the Trustee and to the Owners of the Bonds may be exercised from time to time and as often as may be deemed expedient.

**Section 8.09 Application of Money.** Any money received by the Trustee pursuant to this article shall, after payment of all fees and expenses of the Trustee, and the fees and expenses of its counsel incurred in the performance of its duties under this Trust Agreement enforcing the rights and remedies of the Owners hereunder, be applied as follows:

(a) Unless the principal of all of the Outstanding Bonds shall be due and payable,

FIRST To the payment of the Owners entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, and if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND To the payment of the Owners entitled thereto of the unpaid principal of and redemption premiums, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which money is

held pursuant to the provisions hereof) in the order of their due dates, and if the amount available shall not be sufficient to pay in full the principal of and redemption premiums, if any, on such Bonds due on any particular date, then to the payment ratably, according to the amount due on such date, to the Owners entitled thereto without any discrimination or privilege; and

THIRD To be held for the payment to the Owners entitled thereto as the same shall become due of the principal of and redemption premiums, if any, on and interest on the Bonds which may thereafter become due, either at maturity or upon call for redemption prior to maturity, and if the amount available shall not be sufficient to pay in full such principal and redemption premiums, if any, due on any particular date, together with interest then due and owing thereon, payment shall be made in accordance with the FIRST and SECOND paragraphs hereof.

(b) If the principal of all of the Outstanding Bonds shall be due and payable, to the payment of the principal and redemption premiums, if any, and interest then due and unpaid upon the Outstanding Bonds without preference or priority of any of the principal of or the redemption premium, if any, on any Outstanding Bond over any other Outstanding Bond or of any interest on any Outstanding Bond over any other Outstanding Bond, ratably, according to the amounts due respectively for principal and redemption premiums, if any, and interest, to the Owners entitled thereto without any discrimination or preference except as to any difference in the respective amounts of interest specified in the Outstanding Bonds.

(c) Whenever money is to be applied pursuant to the provisions of this section, such money shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such money available for application and the likelihood of additional money becoming available for such application in the future. The Trustee shall give, by mailing by first class mail as it may deem appropriate, such notice of the deposit with it of any such money.

## ARTICLE IX

### THE TRUSTEE

**Section 9.01 Appointment and Acceptance of Duties.** The Trustee hereby accepts and agrees to the trusts hereby created to all of which the Authority agrees and the respective Owners of the Bonds, by their purchase and acceptance thereof, agree.

### **Section 9.02 Duties, Immunities and Liability of Trustee.**

(a) The Trustee shall, prior to an Event of Default, and after the curing of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth herein, and no implied duties or obligations shall be read herein against the Trustee. The Trustee shall, during the existence of any Event of Default (which has not been cured), exercise such of the rights and powers vested in it hereby,



and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Authority (with the concurrence of the City) may, in the absence of an Event of Default, and upon receipt of an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of Bonds then Outstanding (or their attorneys duly authorized in writing) or if at any time the Trustee shall cease to be eligible in accordance with subsection (e) of this section, or shall become incapable of acting, or shall commence a case under any bankruptcy, insolvency or similar law, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take control or charge of the Trustee or its property or affairs for the purpose of rehabilitation, conservation or liquidation, shall, remove the Trustee by giving written notice of such removal to the Trustee, and thereupon the Authority (with the concurrence of the City) shall promptly appoint a successor Trustee by an instrument in writing.

(c) The Trustee may, subject to subsection (d) of this section, resign by giving written notice of such resignation to the Authority and the City and by giving notice of such resignation by mail, first class postage prepaid, to the Owners at the addresses listed in the Bond Register. Upon receiving such notice of resignation, the Authority (with the concurrence of the City) shall promptly appoint a successor Trustee by an instrument in writing.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of the successor Trustee by the Authority and the City and acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed and shall have accepted appointment within thirty (30) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Owner (on behalf of himself and all other Owners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under the Trust Agreement shall signify its acceptance of such appointment by executing and delivering to the Authority and the City and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the money, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if it were originally named Trustee herein; but, nevertheless, at the written request of the Authority or the City or the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it hereunder and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Authority and the City shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such money, estates, properties, rights,



powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, such successor Trustee shall mail a notice of the succession of such successor Trustee to the trusts hereunder by first class mail, postage prepaid, to the Owners at their addresses listed in the Bond Register.

(e) Any successor Trustee appointed under the provisions of this section shall be a trust company or bank having the powers of a trust company, having a corporate trust office in California, and with a combined capital and surplus of at least fifty million dollars (\$50,000,000) and being subject to supervision or examination by federal or state authority. If such bank 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 purpose of this subsection the combined capital and surplus of such bank 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. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection, the Trustee shall resign immediately in the manner and with the effect specified in this section.

(f) No provision herein shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder unless the Owners shall have offered to the Trustee security or indemnity it deems reasonable, against the costs, expenses and liabilities that may be incurred. The Trustee shall be entitled to interest on all money advanced by it hereunder at its prime rate then in effect plus two per cent (2%), but not to exceed the maximum interest rate permitted by the laws of the State.

(g) In accepting the trust hereby created, the Trustee acts solely as Trustee for the Owners and not in its individual capacity, and under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Bonds.

(h) The Trustee makes no representation or warranty, express or implied, as to the compliance with legal requirements of the use contemplated by the Authority or the City of the funds hereunder including, without limitation, the purchase of the Local Obligations hereunder; provided, that the Trustee shall not acquire Local Obligations other than pursuant to the provisions of Section 5.03.

(i) The Trustee shall not be responsible for the validity or effectiveness or value of any collateral or security securing any Local Obligation. The Trustee shall not be responsible for the recording or filing of any document relating hereto or any Local Obligation or of financing statements (or continuation statements in connection therewith) or mortgage or of any supplemental instruments or documents of further assurance as may be required by law in order to perfect the security interests or lien on or in any collateral or security securing any Local Obligation. The Trustee shall not be deemed to have made representations as to the security afforded thereby or as to the validity or sufficiency of any such document, collateral or security.

(j) The Trustee shall not be deemed to have knowledge of any Event of Default hereunder unless and until one of its officers shall have actual knowledge thereof at its Corporate Trust Office.

(k) The Trustee shall not be accountable for the use or application by the Authority or the City or any other party of any funds which the Trustee has released hereunder.

(l) The Trustee shall provide a monthly accounting of all funds held pursuant hereto to the Authority within fifteen (15) Business Days after the end of such month and shall provide statements of account for each annual period beginning July 1 and ending June 30, within ninety (90) days after the end of such period. Such accounting shall show in reasonable detail all financial transactions during the accounting period and the balance in any accounts and funds (including the Local Obligation Fund) created hereunder as of the beginning and the close of such accounting period.

(m) The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

**Section 9.03 Merger or Consolidation.** Any company into which the Trustee 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 Trustee may sell or transfer all or substantially all of its corporate trust business; provided, that such company shall be eligible under Section 9.02(e), shall succeed to the rights and obligations of the Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

**Section 9.04 Compensation and Indemnification.** The Authority shall pay or cause the City to pay the Trustee reasonable compensation for its services rendered hereunder and reimburse the Trustee for reasonable expenses, disbursements and advances, including attorney's fees, incurred by the Trustee in the performance of its obligations hereunder and with respect to the Local Obligations.

The Authority agrees, to the extent permitted by law, to indemnify the Trustee and its officers, directors, employees, attorneys and agents for, and to hold it harmless against, any loss, liability or expense incurred without negligence or willful misconduct on its part arising out of or in connection with (i) the acceptance or administration of the trusts imposed hereby, including performance of its duties hereunder, including the costs and expenses of defending itself against any claims or liability in connection with the exercise or performance of any of its powers or duties hereunder (ii) the projects to be financed with the purchase of the Local Obligations; (iii) the sale of any Bonds or the purchase of the Local Obligations and the carrying out of any of the transactions contemplated by the Bonds or the Local Obligations; or (iv) any untrue statement of any material fact or omission to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading in any official statement or other disclosure document utilized by the Authority or the City in connection with the sale of the Bonds or the Local Obligations. The Authority's obligations hereunder with respect to

indemnity of the Trustee and the provision for its compensation set forth in this article shall survive and remain valid and binding notwithstanding the maturity and payment of the Bonds, or the resignation or removal of the Trustee.

The Trustee shall have no responsibility for or liability in connection with assuring that all of the procedures or conditions to closing set forth in the contract of purchase for the sale of the Bonds, that all documents required to be delivered on the closing date to the parties are actually delivered, except its own responsibility to receive or deliver the proceeds of the sale, deliver the Bonds and other certificates expressly required to be delivered by it and its counsel.

The Trustee shall not be responsible for determining or investigating whether any Local Obligation purchased pursuant to Section 5.03 is a Local Obligation, as defined herein, and the Trustee may conclusively rely on the Authority's determination and direction in this regard; provided, that the Trustee shall not acquire Local Obligations other than pursuant to the provisions of Section 5.03. The Trustee shall be entitled to rely on the covenants, representations and warranties of each obligor on any Local Obligation and in the documents and certificates delivered in connection therewith and each Written Order.

**Section 9.05 Liability of Trustee.** The recitals of facts contained herein and in the Bonds shall be taken as statements of the Authority or the City, and the Trustee does not assume any responsibility for the correctness of the same, and does not make any representations as to the validity or sufficiency hereof or of the Bonds, and shall not 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; provided, that the Trustee shall be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct. The Trustee (in its individual or any other capacity) may become the Owner of Bonds with the same rights it would have if it were not Trustee hereunder, and, to the extent permitted by law, may act as depository for and permit any of its officers, directors and employees to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners, whether or not such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding. The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of a majority in principal amount of the Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee hereunder. Whether or not therein expressly so provided, every provision hereof or related documents relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this article.

**Section 9.06 Right to Rely on Documents.** The Trustee may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, requisition, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the Authority, 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 or omitted by it hereunder in good faith and in accordance therewith.

Whenever in the administration of the trusts imposed upon it hereby the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by an Officer's Certificate, and such Officer's Certificate shall be full warrant to the Trustee for any action taken or suffered or omitted in good faith under the provisions hereof in reliance upon such Officer's Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Trustee shall be entitled to advice of counsel and other professionals or agents concerning all matters of trust and its duty hereunder, but the Trustee shall not be answerable for the acts or omissions of any agent, attorney at law, certified public accountant, or other professional if such agent, attorney at law, certified public accountant or other professional was selected by the Trustee with due care.

**Section 9.07 Preservation and Inspection of Documents.** All documents received by the Trustee under the provisions hereof shall be retained in its possession and shall be subject at all reasonable times upon prior notice to the inspection of the Authority, the Owners of at least twenty five per cent (25%) of the aggregate principal amount of the Outstanding Bonds, and their agents and representatives duly authorized in writing, at reasonable hours and under reasonable conditions.

**Section 9.08 Indemnity for Trustee.** Before taking any action or exercising any rights or powers hereunder, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses which it may incur and to indemnify it against all liability, except liability which may result from its negligence or willful misconduct, by reason of any action so taken.

## ARTICLE X

### EXECUTION OF INSTRUMENTS BY OWNERS AND PROOF OF OWNERSHIP OF BONDS

**Section 10.01 Execution of Instruments; Proof of Ownership.** Any request, direction, consent or other instrument in writing required or permitted hereby to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor by different parties and may be signed or executed by such Owners in person or by agent appointed by an instrument in writing. Proof of the execution of any such instrument and of the ownership of Bonds shall be sufficient for any purpose hereof and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted by either of them under such instrument if made in the following manner:

- (a) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who, by the laws

thereof, has power to take acknowledgments within such jurisdiction, to the effect that the Person signing such instrument acknowledged before him the execution thereof, or by an affidavit of a witness to such execution.

(b) The fact of the ownership of Bonds hereunder by any Owner and the serial numbers of such Bonds and the date of his ownership of the same shall be proved by the Bond Register.

Nothing contained in this article shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters in this article stated which to it may seem sufficient. Any request or consent of the Owner of any Bond shall bind every future Owner of such Bond and any Bond or Bonds issued in exchange or substitution therefor or upon the registration of transfer thereof in respect of anything done by the Trustee or the Authority in pursuance of such request or consent.

## ARTICLE XI

### SUPPLEMENTAL TRUST AGREEMENTS

**Section 11.01 Supplemental Trust Agreements With Consent of Owners.** Any modification or alteration hereof or of the rights and obligations of the Authority or the Owners of the Bonds may be made with the consent of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding; provided, that no such modification or alteration shall be made which will reduce the percentage of aggregate principal amount of Bonds the consent of the Owners of which is required for any such modification or alteration, or permit the creation by the Authority or the City of any lien prior to or on a parity with the lien hereof upon the Trust Estate or which will affect the times, amounts and currency of payment of the principal of or the redemption premiums, if any, on or the interest on the Bonds or affect the rights, duties or obligations of the Trustee without the consent of the party affected thereby.

**Section 11.02 Supplemental Trust Agreements Without Consent of Owners.** The Authority may, without the consent of the Owners, enter into a Supplemental Trust Agreement or Supplemental Trust Agreements, which thereafter shall form a part of the Trust Agreement, and for any one or more of the following purposes:

(a) to add to the agreements and covenants of the Authority contained herein other agreements and covenants thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the Authority; provided, that no such agreement, covenant or surrender shall materially adversely affect the rights of any Owner;

(b) to cure any ambiguity, to supply any omission or to cure, correct or supplement any defect or inconsistent provisions contained herein or in any Supplemental Trust Agreement;

(c) to make any change which does not materially adversely affect the rights of any Owner;

(d) to grant to the Trustee for the benefit of the Owners additional rights, remedies, powers or authority;

(e) to subject hereto additional collateral or to add other agreements of the Authority;

(f) to modify the Trust Agreement or the Bonds to permit qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar statute at the time in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States of America;

(g) to make any amendments or supplements necessary or appropriate to preserve or protect the exclusion from gross income for federal income tax purposes under the Code of the interest on the Bonds or the exemption of such interest from State personal income taxes; or

(h) to evidence the succession of a successor Trustee.

The Trustee may in its discretion determine whether or not in accordance with the foregoing powers of amendment hereof any particular Bond would be affected by any amendment hereof, and any such determination shall be binding and conclusive on the Authority, the City and all Owners of Bonds. For all purposes of this section, the Trustee shall be entitled to rely upon and shall be fully protected in relying upon an Opinion of Bond Counsel, in form and substance satisfactory to it, with respect to the extent, if any, to which any action affects the rights hereunder of any Owner.

### **Section 11.03 Trustee Authorized to Enter Into Supplemental Trust Agreements.**

The Trustee is hereby authorized to enter into any Supplemental Trust Agreement with the Authority authorized or permitted by the terms hereof, and to make further agreements and stipulations which may be therein contained, and for all purposes of this section the Trustee shall be entitled to rely upon and shall be fully protected in relying upon an Opinion of Bond Counsel, in form and substance satisfactory to it, to the effect that such Supplemental Trust Agreement is authorized or permitted by the provisions hereof.

## **ARTICLE XII**

### **DEFEASANCE**

**Section 12.01 Defeasance.** If and when the Bonds secured hereby shall become due and payable in accordance with their terms or through redemption proceedings as provided herein, or otherwise, and the whole amount of the principal and the redemption premiums, if any, and the interest so due and payable upon all of the Bonds shall be paid, or provision shall have been made for the payment of the same, together with all other sums payable hereunder by the Authority, including all fees and expenses of the Trustee, then and in that case, the Trust Agreement and the lien created hereby shall be completely discharged and satisfied and the Authority shall be released from the respective agreements, conditions, covenants and terms of the Authority contained herein, and the Trustee shall assign and transfer all property (in excess of the amounts required for the foregoing) then held by the Trustee free and clear of any



encumbrances as provided in Section 12.04 and shall execute such documents as may be reasonably required by the Authority in this regard.

Notwithstanding the satisfaction and discharge hereof, those provisions of the Trust Agreement relating to the maturity of the Bonds, interest payments and dates thereof, exchange and transfer of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, nonpresentment of Bonds, and the duties of the Trustee in connection with all of the foregoing, shall remain in effect and shall be binding upon the Trustee and the Owners, and the Trustee shall, subject to Section 13.09, continue to be obligated to hold in trust any money or investments then held by the Trustee for the payment of the principal of and redemption premiums, if any, on and interest on the Bonds, to pay to the Owners of Bonds the funds so held by the Trustee as and when such payments become due, and those provisions hereof contained in Section 9.04 relating to the compensation and indemnification of the Trustee and in Section 7.04 relating to the tax covenants of the Authority shall remain in effect and shall be binding upon the Trustee, the Authority.

**Section 12.02 Bonds Deemed To Have Been Paid.** If money shall have been set aside and held by the Trustee for the payment or redemption of any Bonds and the interest installments therefor at the maturity or redemption date thereof, such Bonds shall be deemed to be paid within the meaning and with the effect provided in Section 12.01. Any Outstanding Bond shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in Section 12.01 if (a) in case any Bonds are to be redeemed on any date prior to their maturity, the Authority shall have given to the Trustee in form satisfactory to the Trustee irrevocable instructions to mail notice of redemption of such Bonds on such redemption date, such notice to be given in accordance with the provisions of Article IV, (b) there shall have been deposited with the Trustee in escrow either money in an amount which (as stated in a Written Order) shall be sufficient, or noncallable Defeasance Obligations the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the money, if any, deposited with or held by the Trustee at the same time, shall be sufficient to pay when due the principal of and the redemption premiums, if any, and the interest due and to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (c) in the event any of such Bonds are not to be redeemed within the next succeeding sixty (60) days, the Authority shall have given the Trustee in form satisfactory to the Trustee irrevocable instructions to mail, as soon as practicable in the same manner as a notice of redemption is mailed pursuant to Article IV, a notice to the Owners of such Bonds that the deposit required by paragraph (b) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this section and stating the maturity dates or redemption dates upon which money is to be available for the payment of the principal of and redemption premiums, if any, on and interest on such Bonds, (d) a report of an independent firm of nationally recognized certified public accountants (“Accountant”) verifying the sufficiency of the escrow established to pay the Bonds in full on the maturity date (“Verification”), (e) an Escrow Deposit Agreement, and (f) an Opinion of Bond Counsel to the effect that the Bonds are no longer “Outstanding” hereunder. Each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Authority and the Trustee.



Neither the securities nor money deposited with the Trustee pursuant to this section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and redemption premiums, if any, on and interest on such Bonds; provided, that any cash received from such principal or interest payments on such obligations deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable and at the direction of the Authority, be reinvested in Defeasance Obligations maturing at times and in amounts, together with the other money and payments with respect to Defeasance Obligations then held by the Trustee pursuant to this section, sufficient to pay when due the principal of and redemption premiums, if any, and interest to become due on such Bonds on and prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall, upon receipt by the Trustee of a Written Order so directing, be paid over to the Authority as received by the Trustee free and clear of any trust, lien or pledge.

**Section 12.03 Money Held for Particular Bonds.** Except as otherwise provided in Section 12.02 or 13.09, the amounts held by the Trustee for the payment of the principal or the redemption premiums, if any, or the interest due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it solely for the Owners of the Bonds entitled thereto.

**Section 12.04 Effect of Defeasance of Bonds.** Notwithstanding any other provision hereof, in the event that the Bonds are defeased and the obligations hereunder are discharged pursuant to this article, the Trustee shall transfer all property and moneys held by the Trustee (including, without limitation, the Local Obligations), as follows:

- (i) If any Bonds remain outstanding, to the Trustee to be applied as provided herein; or
- (ii) If no Bonds remain outstanding, to or upon the order of the Authority.

## ARTICLE XIII

### MISCELLANEOUS

**Section 13.01 Dissolution of Authority.** In the event of the dissolution of the Authority, all the agreements, conditions, covenants and terms contained herein by or on behalf of, or for the benefit of, the Authority shall bind or inure to the benefit of the successors of the Authority from time to time and any officer, board, commission, agency or instrumentality to whom or to which any power or duty of the Authority shall be transferred.

**Section 13.02 Parties Interested Herein.** Except as otherwise specifically provided herein, nothing contained herein, expressed or implied, is intended or shall be construed to confer upon any Person other than the Authority, the Trustee, or the Owners of the Bonds any right, remedy or claim under or by reason hereof, the Trust Agreement being intended to be for the sole and exclusive benefit of the Authority and the Trustee, and the Owners of the Bonds.

**Section 13.03 Reserved.**

**Section 13.04 Notice.** All written notices to be given hereunder to the Authority or the City or the Trustee shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the Authority:	Stockton Public Financing Authority c/o City of Stockton 425 N. El Dorado Street Stockton, CA 95202 Attention: _____
If to the City:	City of Stockton 425 N. El Dorado Street Stockton, CA 95202 Attention: Chief Financial Officer e-mail: _____ Facsimile: _____
If to the Trustee:	Wells Fargo Bank, National Association  Attention: Corporate Trust e-mail: _____ Facsimile: _____

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram or telecopier, upon the sender's receipt of an appropriate answer back or other written acknowledgment or confirmation of receipt of the entire notice, approval, demand, report or other communication, (c) if given by first class mail deposited with the United States mail postage prepaid, seventy two (72) hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, twenty four (24) hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this section.

In case, by reason of the suspension of or irregularities in regular mail service, it shall be impractical to mail to the Owners of Bonds notice of any event when such notice is required to be given pursuant to any provision hereof, then any manner of giving such notice as the Authority shall direct and not objected to by the Trustee shall be deemed to be a sufficient giving of such notice.

**Section 13.05 Holidays.** If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided herein, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in the Trust Agreement, and no interest shall accrue for the period from and after such nominal date.

**Section 13.06 Limitation of Liability.** The Authority shall not be obligated to make any payments required hereunder or under any Bond, or be deemed to incur any liability hereunder or by reason hereof or arising out of any of the transactions contemplated hereby, payable from any funds or assets other than the Trust Estate as provided herein.

**Section 13.07 Unclaimed Money.** Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of the interest on, or principal or redemption premiums, if any, of any Bond which remains unclaimed for two (2) years after the date when such amounts have become payable, if such money was held by the Trustee on such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date such amounts have become payable, shall be paid by the Trustee to the Authority as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall look only to the Authority for the payment of such amounts; provided, that before being required to make any such payment to the Authority, the Trustee shall, at the expense of the Authority, give notice by first class mail to all Owners that such money remains unclaimed and that after a date named in such notice, which date shall not be less than sixty (60) days after the date of giving such notice, the balance of such money then unclaimed will be returned to the Authority.

**Section 13.08 Governing Law.** The Trust Agreement shall be governed as to validity, construction and performance by the laws of the State.

**Section 13.09 Severability of Invalid Provisions.** If any clause, provision or section hereof is held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and the Trust Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

**Section 13.10 Counterparts.** The Trust Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but all of which such counterparts shall together constitute but one and the same instrument.

**[Remainder of page left blank]**

**IN WITNESS WHEREOF,** the Authority has caused the Trust Agreement to be executed in its name by its authorized signatory, and the Trustee has caused the Trust Agreement to be executed by its authorized signatory, all as of the day and year first above written.

**STOCKTON PUBLIC FINANCING  
AUTHORITY**

By \_\_\_\_\_  
Authorized Signatory

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Trustee**

By \_\_\_\_\_  
Authorized Officer

**EXHIBIT A****[FORM OF BOND]**

UNITED STATES OF AMERICA  
 STATE OF CALIFORNIA  
 COUNTY OF SAN JOAQUIN

Stockton Public Financing Authority  
 Limited Obligation Revenue Bonds  
 (Mosher Reassessment District 2014-1)  
 Series 2014

REGISTERED

No. R \_\_\_\_ \$ \_\_\_\_\_

<b>INTEREST RATE</b>	<b>MATURITY DATE</b>	<b>DATED DATE</b>	<b>CUSIP NUMBER</b>
%	September 2, 20__	August __, 2014	

Registered Owner:

Principal Sum: DOLLARS

The Stockton Public Financing Authority, a joint exercise of powers agency established pursuant to the laws of the State of California (the "Authority"), for value received hereby promises to pay to the registered owner specified above, or registered assigns, on the maturity date set forth above (subject to any right of prior redemption hereinafter mentioned) the principal sum set forth above and to pay interest thereon at the interest rate per annum set forth above. The interest on this Bond calculated on the basis of a 360 day year consisting of twelve (12) 30 day calendar months will be payable on March 2 and September 2 in each year (each an "Interest Payment Date"), commencing on [\_\_\_\_ 2, 2014], and is payable by check, mailed by first class mail, on each Interest Payment Date to the registered owner whose name appears on the bond register maintained by the Corporate Trust Office (as defined in the Trust Agreement) of Wells Fargo Bank, National Association, (together with any successor as trustee under the Trust Agreement hereinafter mentioned, the "Trustee") as of the close of business on the fifteenth (15th) day of the month preceding such Interest Payment Date (the "Record Date"), except with respect to defaulted interest for which a special record date will be established; provided, that in the case of a registered owner of one million dollars (\$1,000,000) or more in aggregate principal amount of Bonds, upon written request of such registered owner to the Trustee received not later than the Record Date, such interest shall be paid on the Interest Payment Date in immediately available funds by wire transfer to an account in a bank or trust company or savings bank that is a member of the Federal Reserve System and that is located in the continental United States of America. The principal hereof and the redemption premium hereon, if any, are payable upon presentation and surrender hereof at the Corporate Trust Office of the Trustee. Both the interest

on and principal of and redemption premium, if any, hereon are payable in lawful money of the United States of America.

THE BONDS DO NOT CONSTITUTE A DEBT OR LIABILITY OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY, BUT SHALL BE PAYABLE SOLELY FROM THE FUNDS PROVIDED THEREFOR. THE AUTHORITY SHALL NOT BE OBLIGATED TO PAY THE PRINCIPAL OF THE BONDS, OR THE REDEMPTION PREMIUM OR INTEREST THEREON, EXCEPT FROM THE FUNDS PROVIDED UNDER THE BOND INDENTURE AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE REDEMPTION PREMIUM OR INTEREST ON THE BONDS. THE ISSUANCE OF THE BONDS SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE AUTHORITY HAS NO TAXING POWER.

The Bonds are subject to extraordinary redemption as a whole or in part on any Interest Payment Date, and shall be redeemed by the Trustee pursuant to the Trust Agreement at a redemption price equal to the principal amount thereof, together with a redemption premium equal to the following amounts during the following periods (expressed as a percentage of the principal amount redeemed) plus accrued interest:

<b>Redemption Dates</b>	<b>Premium</b>
_____ 2, 2014, through September 2, 20__	3.0%
March 2, 20__, and September 2, 20__	2.0
March 2, 20__, and September 2, 20__	1.0
March 2, 20__, and Interest Payment Dates thereafter	0.0

Bonds called for extraordinary redemption shall be redeemed on an inverse basis starting with the Bonds maturing on September 2, 20\_\_, followed by the Bonds maturing on September 2, 20\_\_, followed by the Bonds maturing on September 2, 20\_\_, followed by the Bonds maturing on September 2, 20\_\_, followed by the Bonds maturing on September 2, 20\_\_.

The Bonds maturing on or before September 2, 20\_\_, shall not be subject to optional redemption. The Bonds maturing on or after September 2, 20\_\_, may be redeemed as a whole or in part on any date on or after September 2, 20\_\_, at the option of the Authority from any moneys deposited in the Redemption Fund from any source for such purpose by the Authority at a redemption price equal to the principal amount thereof plus accrued interest, without premium.

The Bonds maturing on September 2, 20\_\_, are subject to mandatory redemption in part by lot on September 2 in each year commencing September 2, 20\_\_, at the principal amount thereof plus accrued interest thereon to the date fixed for redemption in accordance with the following schedule:

Year (September 2)	Amount
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\* maturity

Notice of call and redemption prior to maturity shall be mailed, as provided in the Trust Agreement, by first class mail, postage prepaid, at least thirty (30) but not more than sixty (60) days before the date fixed for redemption. Notice of optional redemption may be rescinded by notice to the Trustee at least two Business Days prior to the date fixed for redemption.

The Bonds and the interest thereon and any redemption premiums thereon are limited obligations of the Authority payable solely from the Trust Estate (as that term is defined in the Trust Agreement) and are secured by the Trust Estate, including amounts held in the accounts and funds (other than the Rebate Fund) established pursuant to the Trust Agreement (including proceeds of the sale of the Bonds), subject only to the provisions of the Trust Agreement permitting the application thereof for the purposes and on the terms and conditions set forth in the Trust Agreement. No member or officer of the Authority, nor any person executing this Bond, shall in any event be subject to any personal liability or accountability by reason of the issuance of this Bond.

The Bonds are issuable as fully registered bonds in denominations of five thousand dollars (\$5,000) or any integral multiple thereof. This Bond may be transferred or exchanged by the registered owner hereof, in person or by an attorney duly authorized in writing, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Trust Agreement, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new Bond or Bonds, of authorized denominations, for the same aggregate principal amount, interest rate and maturity will be issued to the transferee in accordance with the provisions of the Trust Agreement. The Trustee is not required to register the transfer of, or to exchange, any Bond during the period established by the Trustee for selection of Bonds for redemption or to register the transfer of, or to exchange, any Bond which has been selected for redemption pursuant to the Trust Agreement.

The Authority and the Trustee may deem and treat the registered owner of this Bond as the absolute owner hereof for the purpose of receiving payment as herein provided and for all other purposes, and the Authority and the Trustee shall not be affected by notice to the contrary.

The Trust Agreement and the rights and obligations of the Authority and of the registered owners of the Bonds may be modified or amended from time to time and at any time (and in certain cases without the consent of such registered owners) in the manner, to the extent and upon the terms provided in the Trust Agreement.

The Trust Agreement contains provision permitting the Authority to make provisions for the payment of the interest on, and the principal and premium, if any, of, any of the Bonds so



that such Bonds shall no longer be deemed to be outstanding under the terms of the Trust Agreement.

This Bond shall not be entitled to any benefit under the Trust Agreement, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been manually signed by an authorized signatory of the Trustee.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Trustee 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.

It is hereby certified and recited that any and all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of California, including the 1984 Act, as applicable, and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Constitution and laws of the State of California, including the 1984 Act, as applicable, and is not in excess of the amount of Bonds permitted to be issued under the Trust Agreement.

IN WITNESS WHEREOF, the Stockton Public Financing Authority has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its [Chairperson] and attested by the manual or facsimile signature of its Secretary, all as of the dated date set forth above.

**STOCKTON PUBLIC FINANCING  
AUTHORITY**

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[Chairperson]

**ATTEST:**

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Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the Trust Agreement, mentioned herein, which has been authenticated and registered on

Date: \_\_\_\_\_

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Trustee**

By \_\_\_\_\_  
Authorized Signatory

## ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto \_\_\_\_\_ this registered Bond and irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the same on the books of the Trustee, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE GUARANTEED BY:

\_\_\_\_\_

NOTE: The signature(s) to this Assignment must correspond with the name(s) as written on the face of this Bond in every particular, without alteration or enlargement or any change whatsoever. The signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other Identifying Number of Assignee:

\_\_\_\_\_

**16.1 14-0645 AMENDMENT OF STOCKTON MUNICIPAL CODE TITLE 16,  
SECTIONS 16.20.020, 16.80.020.B.4.a.ii, AND 16.240.020**

**RECOMMENDATION**

*Staff recommends that the City Council accept the Planning Commission's recommendation to adopt an Ordinance amending Stockton Municipal Code, Title 16, Sections 16.20.020, Table 2-2, "Allowable Land Uses and Permit Requirements;" 16.80.020.B.4.a.ii, "Accessory Uses and Structures;" and 16.240.020, "Definitions of Specialized Terms and Phrases - "Educational Facilities," "Auto and Vehicle Services," and "Funeral Facilities and Services."*

**Department:** Community Development

**Attachments:** Attachment A - June 12, 2014 Planning Commission Staff Report

**Attachment B - Ordinance Redline Version**

**Proposed Ordinance - Development Code Update**



# City of Stockton

## Legislation Text

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File #: 14-0645, Version: 1

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AMENDMENT OF STOCKTON MUNICIPAL CODE TITLE 16, SECTIONS 16.20.020, 16.80.020.B.4.a.ii, AND 16.240.020

### RECOMMENDATION

Staff recommends that the City Council accept the Planning Commission's recommendation to adopt an Ordinance amending Stockton Municipal Code, Title 16, Sections 16.20.020, Table 2-2, "Allowable Land Uses and Permit Requirements;" 16.80.020.B.4.a.ii, "Accessory Uses and Structures;" and 16.240.020, "Definitions of Specialized Terms and Phrases - "Educational Facilities," "Auto and Vehicle Services," and "Funeral Facilities and Services."

### Summary

Adoption of the proposed Municipal Code Amendments will correct Development Code citations, clarify existing language in the text of the Development Code, develop new definitions, and make modifications to permitting requirements.

At its regular meeting of June 12, 2014, the Planning Commission voted 7-0 to forward the proposed Municipal Code Amendments to the Council with a recommendation of approval. Staff is in agreement with that action.

### DISCUSSION

#### Background

Stockton Municipal Code (SMC) Section 16.116.030.C, authorizes the City Manager to initiate amendments to the Development Code (Title 16 of the SMC). The City Manager has delegated this authority to the Community Development Director so that the Development Code may be periodically amended as necessary.

The Planning Commission staff report for the June 12, 2014 public hearing (Attachment A - June 12, 2014 Planning Commission Staff Report) contains a detailed description of each of the proposed amendments to the Development Code. In brief, those proposed changes would:

- Delete incorrect links in Table 2-2, "Allowable land uses and permit requirements," related to Recycling and Waste Facilities;
- Clarify that motorized food wagons are permitted in both commercial and industrial zoning districts;
- Separate mortuaries from funeral homes and establish permitting requirements for the funeral homes;
- Allow senior care and assisted living facilities in the CO (Commercial, Office) zone, subject to

- a Planning Commission Use Permit;
- Create separate use types for passenger and heavy equipment driver education facilities and specify the zones that permit those uses;
- Facilitate the redevelopment of the downtown area by prohibiting the establishment of new used car lots in the CD (Commercial, Downtown) zoning district, while allowing that use for the first time in the CG (Commercial, General) zoning district, subject to a Land Development Permit;
- Facilitate the redevelopment of vacant CG-zoned parcels by permitting heavy equipment sales, subject to an Administrative Use Permit;
- Allow private academic schools in the CL (Commercial, Large-Scale) zoning district, subject to an Administrative Use Permit;
- Allow fueling stations in the IG (Industrial, General) zoning district, subject to an Administrative Use Permit: and
- Modify the definition of a fueling station to allow accessory retail sales.

The redline version of the Ordinance amending sections of Title 16 is attached as Attachment B.

### Environmental Review

The proposed Municipal Code Amendments are exempt from the California Environmental Quality Act (CEQA) under the “general rule” that CEQA applies only to projects that have the potential for causing significant environmental effects, as specified in Section 15061(b)(3) of the California Public Resources Code. These amendments, due to their minimal potential impacts and required opportunities for further case-specific analysis, lack the potential for significant, adverse environmental impacts.

### FINANCIAL SUMMARY

There is no anticipated financial impact to the City as a result of the proposed Municipal Code Amendments.

Attachment A - June 12, 2014 Planning Commission Staff Report

Attachment B - Ordinance Amending Sections of Title 16 (Redline Version)



# City of Stockton

## Legislation Text

File #: 14-0487, Version: 1

### BI-ANNUAL STAFF-INITIATED AMENDMENT TO THE DEVELOPMENT CODE

#### RECOMMENDATION

Staff recommends that the Planning Commission forward a recommendation to the City Council to approve various Development Code Amendments with the findings contained herein.

#### Summary

Stockton Municipal Code (SMC) Section 16.116.030 authorizes the City Manager to initiate amendments to the Development Code (Title 16 of the SMC). The City Manager has delegated this authority to the Community Development Director so that the Development Code may be amended as appropriate.

The proposed changes are intended to correct Development Code citations, clarify existing language in the text of the Code, develop new definitions and make modifications to permitting requirements contained in the Development Code's Table 2-2, "Allowable land uses and permit requirements." The proposed changes have generally been developed by staff and are considered to be clean ups of the Code. The changes reflect day-to-day experiences with the Code and are a response to issues and problems that have been experienced by both the staff and the public. For the first time, staff this year solicited amendments from members of the public and incorporated them into the list of proposed Code Amendments.

#### DISCUSSION

##### Recycling and Waste Facilities

Table 2-2 contains incorrect "links" in the section dealing with four of the five "Recycling and Waste Facilities" land use types. The proposed amendment merely deletes the incorrect links. Staff is not proposing a change to any of the permitting requirements for the noted land uses. This amendment was developed by staff.

##### Motorized Food Wagons

The development standards for motorized food wagons (SMC Section 16.80.020.B) state that they may operate in commercial zones; however, the same section also states that they may operate only



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File #: 14-0487, Version: 1

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in industrial zoning districts. This amendment would eliminate the inconsistency by clarifying that motorized food wagons are permitted in both commercial and industrial zoning districts, subject to applicable development standards. The amendment does not alter any of the standards for this type of use and is consistent with staff's long-term practice of allowing motorized food wagons in both commercial and industrial zones. This amendment was developed by staff.

#### Funeral Homes

The Development Code currently includes both funeral homes and mortuaries in the same land use type. Because the latter also includes, by definition, crematoriums, the permitted zones are limited to only three commercial zones: CG (Commercial, General), CD (Commercial, Downtown) and CA (Commercial, Auto Center), the two industrial zones (IL and IG) and the Public Facilities zone (PF). The amendment would separate the two uses and create a new definition for funeral homes that excludes preparation or processing of the deceased. Eliminating the most intensive and potentially adverse land use impact from funeral homes generally reduces their potential land use impacts to those that would typically be expected from offices or religious facilities. The amendment would also authorize funeral homes in two additional commercial zones (CO- Commercial, Office and CN- Commercial, Neighborhood) and would require an Administrative Use Permit in order to initiate that use in a commercial zone. The amendment would also require an Administrative Use Permit to establish a funeral home in the CG, CD and CA zones, rather than the Planning Commission Use Permit that is now required by the Development Code. The amendment does not alter the permitting requirements for mortuaries. This amendment was suggested by a member of the public.

#### Senior Care/Assisted Living Facilities

The Development Code currently does not allow either of these types of residential care facilities in the CO (Commercial, Office) zoning district. It does, however, allow multi-family residential projects in the CO zone. This amendment would recognize the similar impacts of the three land uses and would allow senior care and assisted living facilities in the CO zone, subject to securing an administrative- or Planning Commission-approved Use Permit, respectively. This amendment was suggested by a member of the public.

#### Truck Driving Schools

The Development Code currently allows driver education facilities in a number of different zoning districts, but does not specify what type of vehicles may be driven or used for instructional driving. This amendment would modify the definition of the "Specialized Education and Training" land use type to specifically mention truck driving and to distinguish driving schools for trucks and heavy equipment from other types of vehicles. Modifying the noted definition does not change the zones that permit driver education facilities for passenger vehicles or the type of permit that is required for the use. The amendment will limit driver education facilities for trucks and heavy equipment to the IL (Industrial, Limited), PT (Port District) and PF (Public Facilities) zones (where such schools are currently permitted) and the IG (Industrial, General) zone (where such facilities are not currently



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allowed). Driving schools for passenger and other similar vehicles would still be permitted in the CO, CN and CA zones subject to securing an approved Administrative Use Permit, in the CG, CD, CL (Commercial, Large-Scale) and PT (Port District) zones as a by-right use and in the PF (Public Facilities) zone with an approved Land Development Permit. This amendment was developed by staff.

#### Used Car Lots

This amendment has been proposed as a tool to help facilitate the redevelopment of the downtown area by prohibiting the establishment of new used car lots in downtown Stockton. The Development Code currently allows used car lots only in the CD and IL zoning districts subject to securing a Land Development Permit and in the CA zone subject to securing an Administrative Use Permit. The amendment would continue to allow used car lots in the CA and IL zones, but would prohibit the establishment of new used car lots in the CD zoning district. In addition, the amendment would allow the establishment of new used car lots in the CG zoning district, subject to an approved Land Development Permit. Existing used car lots in the CD zone, which would become legally nonconforming with the adoption of the amendment, could continue to operate more or less indefinitely as long as they did not voluntarily close for more than six months, in accordance with the Development Code's provisions for nonconforming uses (Chapter 16.228). Allowing used car lots in the downtown area to relocate to other commercial areas in the City would provide opportunities to enlarge those businesses, while freeing up sites for downtown redevelopment. This amendment was developed by staff.

#### Heavy Equipment Sales

This amendment has been proposed to facilitate the development of vacant CG-zoned parcels that are not appropriately sized to accommodate more traditional commercial and retail uses. The Development Code currently allows the sale of heavy equipment, as part of the "Construction, farm and heavy equipment sales" use type, in the CA zone subject to securing an approved Administrative, or staff-level, Use Permit and in the IL, IG and PT zones as a by-right use. The amendment would authorize the use type in the CG zone, subject to securing an Administrative Use Permit, which would allow for the imposition of conditions to ensure that the use provides adequate parking, traffic control and does not create a distraction or nuisance in the commercial or residential zoning districts that may be adjacent to or near the site of the proposed sales facility. This amendment was developed by staff.

#### Private Academic Schools

The Development Code currently allows private academic schools in all of the residential zones, the CG zone and the CD zone, subject to securing an approved administrative Use Permit. It does not allow that use type in the CL zoning district. The amendment would add the CL zone to the list of zones that allow private academic schools. This amendment was suggested by a member of the



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public.

### Fueling Stations

The Development Code currently allows fueling stations in five of the six commercial zones and the IL zone, subject to securing a discretionary planning application. In addition, fueling stations are allowed in the PT (Port) zoning district as a by-right use. However, the use is not permitted in the IG zoning district. The amendment would allow fueling stations in the IG zone, subject to securing an Administrative Use Permit. The amendment would also modify the definition of a fueling station to allow accessory retail sales, in addition to other accessory uses that are already allowed: vehicle maintenance, repair and towing. The amendment, which would provide greater convenience to the public and workers in the vicinity of the use, was developed by staff.

### Analysis

The following Findings of Fact are required for all Development Code Amendments:

- 1. The proposed amendments ensure and maintain internal consistency with general land uses, objectives, policies, programs and actions of all elements of the General Plan on balance and would not create any inconsistencies with this Development Code;**

The subject Development Code Amendments are consistent with applicable provisions of the General Plan regarding the authorization and development of uses. The amendments are generally related to changes in uses that are already permitted in commercial zones and no planning entitlements are being eliminated for permitted uses. This approach is consistent with various General Plan Land Use policies, including LU-4.1, Commercial Revitalization, and LU-4.3, Commercial-Residential Integration/Compatibility.

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

The subject amendments are not anticipated to pose any threat or harm, either direct or indirect, to the public, because no new uses are being authorized and the amendments primarily consist of changes to the zones that permit the various uses. Additionally, no planning entitlements are being eliminated for current permitted uses.

- 3. The proposed amendments comply with the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines; and**

The subject amendments are exempt from CEQA under the "general rule" that CEQA applies only to project which have the potential for causing significant environmental effects, as specified in Section

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15061(b)(3). These amendments, due to their minimal potential impacts and required opportunities for further case-specific analysis, lack the potential for significant, adverse environmental impacts.

**4. The proposed amendments would be internally consistent with other applicable provisions of this Development Code.**

The subject amendments are consistent with the balance of the Development Code. No new uses are being authorized that are not already allowed under the Development Code.

**CONCLUSION**

The subject code amendments will foster development in the City by improving the administration of the Development Code and by enhancing revitalization opportunities. The required Findings of Fact have been made in the affirmative and, as such, staff recommends that the Planning Commission forward a recommendation to the City Council to approve the proposed bi-annual staff-initiated amendments to Title 16 of the Development Code.

**ATTACHMENTS**

Attachment A- Table of Proposed Development Code Amendments

Attachment B- Proposed Municipal Code Text Amendment

**ORDINANCE NO.****AN ORDINANCE AMENDING TITLE 16 OF THE STOCKTON MUNICIPAL CODE, THE DEVELOPMENT CODE, BY AMENDING TABLE 2-2/ALLOWABLE LAND USES AND PERMIT REQUIREMENTS CONTAINED IN SECTION 16.20.020 AND ADDITIONAL TEXT CONTAINED IN SECTIONS 16.80.020.B.4 AND 16.240.020**

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

**SECTION I. FINDINGS AND INTENT**

The City Council of the City of Stockton finds that the proposed amendments are necessary to correct Development Code citations, clarify existing language in the text of the Code, develop new definitions and make modifications to permitting requirements contained in the Development Code's Table 2-2, "Allowable Land Uses and Permit Requirements."

The City Council hereby finds, based upon the record of these proceedings, that the provisions of this ordinance are consistent with the City of Stockton 2035 General Plan, specifically the Land Use Element of the General Plan and the objectives, goals, and policies of the General Plan.

**SECTION II. AMENDMENT OF CODE**

Section 16.20.020/Table 2-2 is hereby amended as follows:

**TABLE 2-2  
ALLOWABLE LAND USES AND PERMIT REQUIREMENTS**

LAND USES	PERMIT REQUIREMENT BY ZONING DISTRICT															SPECIFIC USE STANDARDS
	RE	RL	RM	RH	CO	CN	CG	CD	CL	CA	IL	IG	PT	PF	OS	
AGRICULTURAL AND RESOURCE-RELATED USES																
Agricultural activities & facilities	P											P	P		A	16.80.060
Conservation areas	L	L	L	L	L		L	L	L	L	L	L	L	L	L	
Mining												A	A	A	A	
BUSINESS AND PROFESSIONAL USES																
Banks and financial services					L	P	P	P	P	L			P			
Business support services						P	P	P	P	L		P	P			
Offices					L	A	P	P	P	L		A	P	L		16.80.240
INDUSTRY, MANUFACTURING & PROCESSING USES																
Electricity generating plants/facilities other than nuclear												C	C	P	P	16.80.170
Electronics, equipment & appliance manufacturing												P	P	P		16.80.170
Fabric product manufacturing								P				P	P	P		16.80.170
Food and beverage product manufacturing								P				P	P	P		16.80.170

Furniture and fixtures manufacturing											P	P	P			16.80.170
Handcraft industries, small-scale manufacturing							P				P	P	P			16.80.170
Laundries and dry cleaning plants											P	P	P			16.80.170
Manufacturing																
Light											P	P	P			16.80.170
Heavy												A	P			16.80.170
Metal products fabrication, machine/welding shops											P	P	P			16.80.170
Petroleum storage and distribution												A	P			16.80.170
Printing and publishing							P		L	P	P	P	P	L		16.80.170

**TABLE 2-2  
ALLOWABLE LAND USES AND PERMIT REQUIREMENTS**

LAND USES	PERMIT REQUIREMENT BY ZONING DISTRICT															SPECIFIC USE STANDARDS
	RE	RL	RM	RH	CO	CN	CG	CD	CL	CA	IL	IG	PT	PF	OS	
Recycling and waste facilities																
Collection facility							L	L	L		P	P	P	L		<del>16.80.140</del> 16.80.290
Redemption centers							L	L	L		L	L	P	L		<del>16.80.140</del> 16.80.290
Recycling facility												A	P	A		<del>16.80.140</del> 16.80.290
Scrap and dismantling yards												A	P			16.80.170
Transfer stations												C	P	A		<del>16.80.140</del> 16.80.290
Research and development (R&D)								A		L	P	P	P	L		16.80.170
Storage yards											P	P	P	L		16.80.170
Warehouses											P	P	P			16.80.170
Wholesaling and distribution								P			P	P	P			16.80.170

**RECREATION, EDUCATION, AND PUBLIC ASSEMBLY USES**

Activity centers	A	A	A	A	A	A	A	A	A	L			A	L	C	
Adult related establishments							P	P	P							16.80.030
Auditoriums, meeting halls, and theaters						A	A	A	A	L				L		16.24.080(B)(2), 16.24.090(B), 16.24.110(D), 16.24.180(D)
Bridge clubs and nongambling board games					P	P	P	P	P	L						
Card rooms							C	C	C	L						16.80.040 16.80.270
Clubs, lodges, and private meeting halls					A	A	A	A	A	L	A		P	A		
Commercial amusement facilities						A	A	A	A	A	A					
Educational facilities																
Academic schools—Private	A	A	A	A	A		A	A	A							
Academic schools—Public	P	P	P	P										P		



Colleges and universities—Private		C			C											
Equipment repair and maintenance training							P	P		A	P			L		
Specialized education and training					A	A	P	P	P	A	P		P	L		
Vehicle repair and maintenance training								P		A	P	P	P	L		
<u>Truck and heavy equipment education and training</u>											P	P	P	L		
Equestrian facilities	C										A	A		L	C	
Golf courses/country clubs	C	C	C	C	C		A	A			A		P	L	A	
Indoor recreation facilities							A	A	A	A	A		P	L		
Libraries and museums		C	C	C	L	A	P	P	P	L	L			L	A	
Live entertainment						P	P	P	P					P		16.80.180
Marinas							C	C			C		A	A		
Outdoor assembly facilities							A	A	A					L		

**TABLE 2-2  
ALLOWABLE LAND USES AND PERMIT REQUIREMENTS**

LAND USES	PERMIT REQUIREMENT BY ZONING DISTRICT															SPECIFIC USE STANDARDS
	RE	RL	RM	RH	CO	CN	CG	CD	CL	CA	IL	IG	PT	PF	OS	
Outdoor commercial recreation facilities							C	C	C	C	C			A		
Parks and playgrounds	P	P	P	P										P	P	
Pool halls/billiard parlors								C	C	L						16.80.040 16.80.270
Private entertainment facilities							C	C	C		C					
Private residential recreation facilities	A	A	A	A												16.80.030 16.80.270
Recreational vehicle parks							A	A			A			L		
Religious facilities	A	A	A	A	L	A	L	L	A	L	L			L		16.80.080
Studios					L	P	P	P	P	L						

#### RESIDENTIAL USES

Caretaker and employee housing					L	A	L	L	P	A	L	L	L	L	L	
Dwelling group			P	P		A		L						L		
Duplexes		A	P	P				A						L		16.24.040
Mobilehome parks		A	A	A			A	A								16.80.210
Multifamily dwellings			A	A	C	C	C	A						L		16.80.220
Organizational houses				A				A								
Residential care facilities																
Assisted living facilities	A		C	A	C			A						L		16.80.300
Care homes, 6 or fewer clients		P	P	P				P						P		
Family care homes, 7 or more clients	C			C				C						L		16.80.300
Senior care facilities, 7 or more clients			A	A	A			A						L		16.80.300
Rooming and boarding houses				A				A						L		
Senior residential projects			A	L	C	C		L						L		16.80.220



Single-family dwellings	P	P	P	P				P						L	
Townhouses		A	P	P	C	C		A						L	
Triplexes			P	P				A						L	

**RETAIL TRADE**

Agricultural chemical sales											A	L	P		16.36.080
Alcoholic beverage sales															
Bars and nightclubs—On-sale						C	C	C	C						16.80.270
Sale of alcohol—Off-sale						C	C	C	C				C	C	16.80.040
With another use—On-sale						L	L	L	L				L	L	
Artisan shops					C	P	P	P	P	L	P				
Auto and vehicle sales—New									L		A				16.24.120 16.80.070 16.80.330
Auto and vehicle sales—Used							L	L			A	L			16.24.120 16.80.070 16.80.330
Auto and vehicle leasing/rental							A	L			A	L			16.80.070
Auto parts sales						P	P	P	P	A					

**TABLE 2-2  
ALLOWABLE LAND USES AND PERMIT REQUIREMENTS**

LAND USES	PERMIT REQUIREMENT BY ZONING DISTRICT															SPECIFIC USE STANDARDS
	RE	RL	RM	RH	CO	CN	CG	CD	CL	CA	IL	IG	PT	PF	OS	
Building material stores						A	A	L	P		A					16.80.330
Construction, farm & heavy equipment sales							A	A		A	P	P	P			16.80.330
Convenience stores						C	C	C	C							16.80.040 16.80.140 16.80.270
Furniture, furnishings, and appliance stores					C	P	P	P	P	P	P					16.80.330
Mobilehome sales										A	P					16.80.330
Nurseries and garden supply stores	A					A	P	P	P	A	P					16.80.330
Outdoor retail sales and activities								A	A		A					16.80.260
Pet shops						P	P	P	P							
Recreational vehicle & boat sales—New/used								L		A	L					16.80.330
Restaurants					C	P	P	P	P	L			P			16.80.250
Retail stores					C	P	P	P	P	A			P			16.80.330
Secondhand stores/pawn shops							A	A	A							
Shopping centers																
Neighborhood							A	A								16.80.330
Community							A	A								16.80.330
Regional								C	C							16.80.330
Warehouse retail stores							C	C	C							16.80.330

**SERVICES**

Adult day care facilities					L	A	P	P	P				A	L		
Animal services																

Kennel and boarding facilities	A				A						A	A				
Pet grooming	A				A	P	P	P	P	L						
Training facilities	A				A		L	L		L	L	L				
Veterinary clinics and animal hospitals	A				A	C	L	L	P	L	L					16.80.370
Auto/vehicle services																
Car washes							A	A	A	A	A		P			
Fueling stations						A	L	L	L	A	L		P			16.80.320 16.80.340
Inoperable vehicle storage											L	L				
Maintenance/minor repair						A	P	P	P	A	P	P	P			16.80.320
Major repair/body work										A	P	P	P			16.80.340
Parking facilities		C	C	C	A	A	P	P	P	P	P		P	L		16.64.080
Vehicle storage								L		L	L	L	L	P	L	
Child care facilities																
Child care centers	C	C	C	C	C	A	A	A	A	A			A	L		16.80.100
Large family child care homes	A	A	A	A	A	A	A	A						A		16.80.100
Small family child care homes	P	P	P	P	P	P	P	P						P		
Equipment rental								L	P	A	P		P			

**TABLE 2-2  
ALLOWABLE LAND USES AND PERMIT REQUIREMENTS**

LAND USES	PERMIT REQUIREMENT BY ZONING DISTRICT															SPECIFIC USE STANDARDS
	RE	RL	RM	RH	CO	CN	CG	CD	CL	CA	IL	IG	PT	PF	OS	
Funeral facilities and services																
Cemeteries		C	C	C	C		C	C		C	C	C		C	C	
Mortuaries and funeral homes							C	C		C	A	A		A		
Funeral homes					A	A	A	A		A						
Health/fitness facilities						P	P	P	P	L						
Lodging facilities																
Bed and breakfast		C	C	C	A	A	A	A						A		16.80.090
Extended-stay facilities							A	A	A							
Single room occupancy facilities (SROs)							A	A								
Hotels and motels					A		A	A	A				P			
Massage establishment																16.80.190
State certified					P	P	P	P	P							
Non-certified						C	C	A	A							
Medical marijuana dispensaries																16.80.195
Medical services																
Ambulance service					A		P	P	P	L	P		P	L		
Clinics and laboratories					L	A	P	P	P	L			P	L		
Extended care	C	C	C	A	A		A	A						L		
Health-related					A	A	A		A					A		16.80.190
Hospitals					C		C	C						C		

Medical Cannabis Dispensaries							C		C		C	C				16.80.195
Medical-related facilities					P	P	P	P	P					P		
Personal services—Restricted						C	C	A	A							
Personal services—Unrestricted						P	P	P	P				P			
Personal storage facilities (mini-storage)							A		L	L	P	P	P			16.80.200
Repair services						P	P	P	P	P	P					
Sanitary services											C	A	P	L		16.36.080
Social services facilities																
Drug abuse, alcohol recovery/treatment facility					A		A	A						A		
Feeding centers								C			C	C		A		
Homeless shelters				C	C		C	C			C			A		
Transitional housing				C	C		C	C			C			A		16.80.350
<b>TRANSPORTATION AND COMMUNICATION USES</b>																
Broadcasting studios						A		P	P	A	P	P	P	L		
Communications facilities																
Minor		E	E	E	P		P	P	P	P	P	P	P	P	P	Ch. 16.44
Major					A		A	A	A	A	A	P	P	A		Ch. 16.44
Transit stations and terminals							C	C			C	C	P	C		
Vehicle and freight terminals											A	L	P			
<b>OTHER USES</b>																
Live-work space					L	P	P	P	P		P					

**TABLE 2-2**  
**ALLOWABLE LAND USES AND PERMIT REQUIREMENTS**

LAND USES	PERMIT REQUIREMENT BY ZONING DISTRICT															SPECIFIC USE STANDARDS
	RE	RL	RM	RH	CO	CN	CG	CD	CL	CA	IL	IG	PT	PF	OS	
Major impact facilities												C	C	C		
Motion picture production								P			P	P	P			
Multi-use facilities					A	L	A	A	A		A	A	P			16.80.230
Public and semipublic utility facilities	A	A	A	A	A	A	P	P	P	L	P	P	P	L		
Public institutions	C	C	C	C	C	C	C	C	C		C	C	L	L		
Signs—Off-premises							E	E	E		E	E	E	E		16.76.110

**Key:** P = Use permitted L = Land development permit required A = Administrative use permit required  
C = Commission use permit required E = Use not allowed, except under special circumstances  
Empty box = Use not allowed

**Notes:** See Section 16.20.020 for an explanation of the table and each land use permit requirement.  
A use permit shall be required of any new commercial, industrial, institutional, or accessory use, or major addition that involves the manufacture, storage, handling, or processing of hazardous materials in compliance with Section 16.36.080 (Hazardous materials).

See Division 8 for definitions of the listed land uses.

Home occupations require a home occupation permit (Chapter 16.132).

### SECTION III. AMENDMENT OF CODE

Section 16.80.020.B.4 “Motorized Food Wagons” is hereby amended to read:

4. **Motorized Food Wagons.** Motorized food wagons shall:
  - a. **Private Property.**
    - i. Be incidental to a primary use with a valid business license; a temporary motorized food wagon shall not be the primary use of a parcel. Motorized food wagons shall not be permitted as an accessory use to a stand-alone parking lot (auto/vehicle services—inoperable vehicle storage/parking facilities, public/vehicle storage);
    - ii. Be located in ~~an~~ industrial and commercial zoning districts. Use of motorized food wagons during special events shall be permitted subject to Chapter 16.164 (Temporary Activity Permits). ~~Notwithstanding the above, nothing shall prohibit the temporary use of a motorized food wagon on commercial property;~~
    - iii. Not be located on a vacant parcel;
    - iv. Be located on pavement per City standards;
    - v. Not utilize, or be located on, parking spaces required for the primary use. At least two (2) parking spaces, in addition to those required for the primary use, shall be provided for the motorized food wagon operation;
    - vi. Not interfere with access, driveways, aisles, or circulation, and shall not operate in a place where the operation will create a traffic hazard;
    - vii. Comply with the requirements of the County Health Department;
  - and
  - b. **Public Right-of-Way.** Only be permitted on public rights-of-way, subject to Section 5.08.280 of the Municipal Code.

### SECTION IV. AMENDMENT OF CODE

Section 16.240.020 “Definitions of specialized terms and phrases” is hereby amended by changing the definition of Fueling Stations within the Land Use category of Auto and Vehicle Services to read as follows:

† **Auto and Vehicle Services (Land Use).** The repair, alteration, restoration, towing, painting, cleaning (including self-service and attended car washes), or finishing of automobiles, trucks, recreational vehicles, boats, and other vehicles as a primary use, including the incidental wholesale and retail sale of vehicle parts as an accessory use. This use includes:

1. **Car Washes (Land Use).** Permanent, self-service, and/or attended car washing establishments, including fully mechanized facilities. May include detailing services. Temporary car washes are fund-raising activities where volunteers wash vehicles by hand, and are subject to the requirements of Chapter 16.164 (Temporary Activity Permits).
2. **Fueling Stations (Land Use).** A retail business selling gasoline or other motor vehicle fuels for gasoline-powered vehicles or charging of electric vehicles, which may also provide services which are incidental to fuel services. These secondary

services may include vehicle engine maintenance and repair and towing, as well as minor, accessory retail sales. Includes gasoline stations and service stations. Does not include the storage or repair of wrecked or abandoned vehicles (“Recycling and waste facilities”); vehicle painting, body or fender work (“Auto and vehicle services—Major repair/body work”); trailer rental service (“Outdoor retail sales and activities”); or the rental of vehicle storage or parking spaces (“Auto and vehicle services—Parking facilities” and “Auto and vehicle services—Vehicle storage”).

**3. Inoperable Vehicle Storage (Land Use).** Facility for the storage of vehicles with no functioning means of propulsion.

**4. Maintenance/Minor Repair (Land Use).** Facilities specializing in limited aspects of repair and maintenance. Includes muffler and radiator shops and quick-lube.

**5. Major Repair/Body Work (Land Use).** Repair facilities dealing with entire vehicles, including repairs requiring the need to pull the engine. Includes towing, collision repair, other body work, and painting services; and tire recapping establishments.

**6. Parking Facilities (Land Use).** Any area in, under, or outside of a building or structure that is designed and used primarily for the temporary parking of operable motor vehicles, including parking lots, garages, and park and ride lots. Does not include parking facilities needed to meet off-street parking requirements.

**7. Vehicle Storage (Land Use).** Service establishments in the business of storing operative cars, trucks, buses, recreational vehicles, boats, and other motor vehicles for clients. Includes long-term public and commercial garages, parking lots and structures, except when accessory to a primary use. (All primary uses are considered to include any customer or public use off-street parking required by the Development Code.) Includes sites where vehicles and/or trailers are stored for rental or leasing. Does not include dismantling yards (“Recycling facilities—Scrap and dismantling yards”).

## SECTION V. AMENDMENT OF CODE

Section 16.240.020 “Definitions of specialized terms and phrases” is hereby amended by changing the definition of Specialized Education and Training and adding the definition of Truck and Heavy Equipment and Training within the Land Use category of Educational Facilities to read as follows:

† **Educational Facilities (Land Use).** Facilities that provide for the education and/or training of individuals or groups.

**1. Academic Schools—Private (Land Use).** Any privately-owned and operated elementary or secondary academic educational facility.

**2. Academic Schools—Public (Land Use).** Public elementary schools, middle schools, secondary schools, high schools, community colleges, colleges, universities, and any other public school providing academic instruction for students from kindergarten through 12th grade and higher.

**3. Colleges and Universities—Private (Land Use).** Any privately-owned college, university, medical school, law school, or institution of higher education, not including vocational and technical schools.

**4. Equipment Repair and Maintenance Training (Land Use).** Facilities and programs for training students in the repair and maintenance of business equipment and consumer products, including: computers and other electronic equipment; television and radio and other appliance repair; watch, clock, and jewelry repair; re-upholstery and furniture repair; and shoe repair.

**5. Specialized Education and Training (Land Use).** Facilities for instructing and training students in a variety of specialized programs. These uses include the following:

art schools	firearms training center
ballet and other dance academies	gymnastics
business and secretarial schools	language schools
computers and electronics training schools	martial arts schools
courses by mail	music schools and academies
drama schools	professional schools (accounting, computer, etc.)
driver education schools – passenger vehicles	seminaries/religious ministry training facilities

Also includes facilities, institutions, and conference centers that offer specialized programs in personal growth and development, including fitness, environmental awareness, arts, communications, and management. Does not include pre-schools and child day care facilities (“Child care facilities”); law and medical schools (“Educational facilities, academic schools—Public” and “Colleges and universities—Private”).

**6. Vehicle Repair and Maintenance Training (Land Use).** Facilities and programs for training students in the repair and maintenance of vehicles, including: repair, alteration, restoration, towing, painting, cleaning, or finishing of automobiles, motorcycles, trucks, recreational vehicles, boats, and other vehicles.

**7. Vocational and Technical Schools (Land Use).** Also known as trade schools or technical colleges, these schools focus on skills training for particular jobs or career fields, rather than on academics in the liberal arts. Programs at these schools typically last one (1) to two (2) years full-time, although students may attend part-time, and students may obtain diplomas, certificates or associate degrees, depending on the length of the program. This use typically includes the following programs: nursing and occupational therapy, computer programming, carpentry, plumbing, accounting clerk, dental hygienist, veterinary technician and welder.

**8. Truck and Heavy Equipment and Training (Land Use).** Facilities for instructing and training students in a variety of truck, construction and heavy equipment vehicles.

## SECTION VI. AMENDMENT OF CODE

Section 16.240.020 “Definitions of specialized terms and phrases” is hereby amended by changing the definition of Mortuaries and adding the definition of Funeral Homes within the Land Use category of Funeral Facilities and Services to read as follows:

† **Funeral Facilities and Services (Land Use).** Facilities providing interment services. Includes:

1. **Cemeteries (Land Use).** Establishments engaged in subdividing property into cemetery lots and offering burial plots or air space for sale. Includes animal cemeteries; cemetery, mausoleum, cinerarium, and columbarium operations.
2. **Mortuaries (Land Use).** Establishment where deceased are prepared for burial or cremation, and funeral services may be conducted. Includes ~~funeral homes, funeral parlors, and~~ crematoriums.
3. **Funeral Homes (Land Use).** Establishment where funeral services are conducted without preparation of deceased for burial or cremation. Excludes Religious Facilities.

## SECTION VII. SEVERABILITY.

If any section of this ordinance or the application thereof to any person or circumstance is held invalid, that 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 VIII. EFFECTIVE DATE.

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

ADOPTED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

\_\_\_\_\_  
ANTHONY SILVA  
Mayor of the City of Stockton

ATTEST:

\_\_\_\_\_  
BONNIE PAIGE  
City Clerk of the City of Stockton



## ORDINANCE NO.

### AN ORDINANCE AMENDING TITLE 16 OF THE STOCKTON MUNICIPAL CODE, THE DEVELOPMENT CODE, BY AMENDING TABLE 2-2/ALLOWABLE LAND USES AND PERMIT REQUIREMENTS CONTAINED IN SECTION 16.20.020 AND ADDITIONAL TEXT CONTAINED IN SECTIONS 16.80.020.B.4 AND 16.240.020

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

#### SECTION I. FINDINGS AND INTENT

The City Council of the City of Stockton finds that the proposed amendments are necessary to correct Development Code citations, clarify existing language in the text of the Code, develop new definitions and make modifications to permitting requirements contained in the Development Code's Table 2-2, "Allowable Land Uses and Permit Requirements."

The City Council hereby finds, based upon the record of these proceedings, that the provisions of this ordinance are consistent with the City of Stockton 2035 General Plan, specifically the Land Use Element of the General Plan and the objectives, goals, and policies of the General Plan.

#### SECTION II. AMENDMENT OF CODE

Section 16.20.020/Table 2-2 is hereby amended as follows:

**TABLE 2-2  
ALLOWABLE LAND USES AND PERMIT REQUIREMENTS**

LAND USES	PERMIT REQUIREMENT BY ZONING DISTRICT															SPECIFIC USE STANDARDS
	RE	RL	RM	RH	CO	CN	CG	CD	CL	CA	IL	IG	PT	PF	OS	
AGRICULTURAL AND RESOURCE-RELATED USES																
Agricultural activities & facilities	P										P	P		A	16.80.060	
Conservation areas	L	L	L	L	L		L	L	L	L	L	L	L	L		
Mining											A	A	A	A		
BUSINESS AND PROFESSIONAL USES																
Banks and financial services					L	P	P	P	P	L			P			
Business support services						P	P	P	P	L		P	P			
Offices					L	A	P	P	P	L		A	P	L	16.80.240	
INDUSTRY, MANUFACTURING & PROCESSING USES																
Electricity generating plants/facilities other than nuclear											C	C	P	P	16.80.170	
Electronics, equipment & appliance manufacturing											P	P	P		16.80.170	
Fabric product manufacturing								P			P	P	P		16.80.170	
Food and beverage product manufacturing								P			P	P	P		16.80.170	

Furniture and fixtures manufacturing											P	P	P			16.80.170
Handcraft industries, small-scale manufacturing							P				P	P	P			16.80.170
Laundries and dry cleaning plants											P	P	P			16.80.170
Manufacturing																
Light											P	P	P			16.80.170
Heavy												A	P			16.80.170
Metal products fabrication, machine/welding shops											P	P	P			16.80.170
Petroleum storage and distribution												A	P			16.80.170
Printing and publishing							P		L	P	P	P	P	L		16.80.170

**TABLE 2-2  
ALLOWABLE LAND USES AND PERMIT REQUIREMENTS**

LAND USES	PERMIT REQUIREMENT BY ZONING DISTRICT															SPECIFIC USE STANDARDS
	RE	RL	RM	RH	CO	CN	CG	CD	CL	CA	IL	IG	PT	PF	OS	
Recycling and waste facilities																
Collection facility							L	L	L		P	P	P	L		16.80.290
Redemption centers							L	L	L		L	L	P	L		16.80.290
Recycling facility												A	P	A		16.80.290
Scrap and dismantling yards												A	P			16.80.170
Transfer stations												C	P	A		16.80.290
Research and development (R&D)								A		L	P	P	P	L		16.80.170
Storage yards											P	P	P	L		16.80.170
Warehouses											P	P	P			16.80.170
Wholesaling and distribution								P			P	P	P			16.80.170

**RECREATION, EDUCATION, AND PUBLIC ASSEMBLY USES**

Activity centers	A	A	A	A	A	A	A	A	A	L			A	L	C	
Adult related establishments							P	P	P							16.80.030
Auditoriums, meeting halls, and theaters						A	A	A	A	L				L		16.24.080(B)(2), 16.24.090(B), 16.24.110(D), 16.24.180(D)
Bridge clubs and nongambling board games					P	P	P	P	P	L						
Card rooms							C	C	C	L						16.80.040 16.80.270
Clubs, lodges, and private meeting halls					A	A	A	A	A	L	A		P	A		
Commercial amusement facilities						A	A	A	A	A	A					
Educational facilities																
Academic schools—Private	A	A	A	A	A		A	A	A							
Academic schools—Public	P	P	P	P										P		
Colleges and universities—Private		C			C											
Equipment repair and maintenance training							P	P		A	P			L		

Specialized education and training					A	A	P	P	P	A	P		P	L		
Vehicle repair and maintenance training								P		A	P	P	P	L		
Truck and heavy equipment education and training											P	P	P	L		
Equestrian facilities	C										A	A		L	C	
Golf courses/country clubs	C	C	C	C	C		A	A			A		P	L	A	
Indoor recreation facilities							A	A	A	A	A		P	L		
Libraries and museums		C	C	C	L	A	P	P	P	L	L			L	A	
Live entertainment						P	P	P	P					P		16.80.180
Marinas							C	C			C		A	A		
Outdoor assembly facilities							A	A	A					L		

**TABLE 2-2  
ALLOWABLE LAND USES AND PERMIT REQUIREMENTS**

LAND USES	PERMIT REQUIREMENT BY ZONING DISTRICT															SPECIFIC USE STANDARDS
	RE	RL	RM	RH	CO	CN	CG	CD	CL	CA	IL	IG	PT	PF	OS	
Outdoor commercial recreation facilities							C	C	C	C	C			A		
Parks and playgrounds	P	P	P	P										P	P	
Pool halls/billiard parlors								C	C	L						16.80.040 16.80.270
Private entertainment facilities							C	C	C		C					
Private residential recreation facilities	A	A	A	A												16.80.030 16.80.270
Recreational vehicle parks							A	A			A			L		
Religious facilities	A	A	A	A	L	A	L	L	A	L	L			L		16.80.080
Studios					L	P	P	P	P	L						

**RESIDENTIAL USES**

Caretaker and employee housing					L	A	L	L	P	A	L	L	L	L	L	
Dwelling group			P	P		A		L						L		
Duplexes		A	P	P				A						L		16.24.040
Mobilehome parks		A	A	A			A	A								16.80.210
Multifamily dwellings			A	A	C	C	C	A						L		16.80.220
Organizational houses				A				A								
Residential care facilities																
Assisted living facilities	A		C	A	C			A						L		16.80.300
Care homes, 6 or fewer clients		P	P	P				P						P		
Family care homes, 7 or more clients	C			C				C						L		16.80.300
Senior care facilities, 7 or more clients			A	A	A			A						L		16.80.300
Rooming and boarding houses				A				A						L		
Senior residential projects			A	L	C	C		L						L		16.80.220
Single-family dwellings	P	P	P	P				P						L		
Townhouses		A	P	P	C	C		A						L		
Triplexes			P	P				A						L		

<b>RETAIL TRADE</b>																
Agricultural chemical sales											A	L	P			16.36.080
Alcoholic beverage sales																
Bars and nightclubs—On-sale						C	C	C	C							16.80.270
Sale of alcohol—Off-sale						C	C	C	C				C	C		16.80.040
With another use—On-sale						L	L	L	L				L	L		
Artisan shops					C	P	P	P	P	L	P					
Auto and vehicle sales—New									L		A					16.24.120 16.80.070 16.80.330
Auto and vehicle sales—Used							L			A	L					16.24.120 16.80.070 16.80.330
Auto and vehicle leasing/rental							A	L		A	L					16.80.070
Auto parts sales						P	P	P	P	A						

**TABLE 2-2  
ALLOWABLE LAND USES AND PERMIT REQUIREMENTS**

LAND USES	PERMIT REQUIREMENT BY ZONING DISTRICT															SPECIFIC USE STANDARDS
	RE	RL	RM	RH	CO	CN	CG	CD	CL	CA	IL	IG	PT	PF	OS	
Building material stores						A	A	L	P		A					16.80.330
Construction, farm & heavy equipment sales							A			A	P	P	P			16.80.330
Convenience stores						C	C	C	C							16.80.040 16.80.140 16.80.270
Furniture, furnishings, and appliance stores					C	P	P	P	P	P	P					16.80.330
Mobilehome sales										A	P					16.80.330
Nurseries and garden supply stores	A					A	P	P	P	A	P					16.80.330
Outdoor retail sales and activities								A	A		A					16.80.260
Pet shops						P	P	P	P							
Recreational vehicle & boat sales—New/used								L		A	L					16.80.330
Restaurants					C	P	P	P	P	L			P			16.80.250
Retail stores					C	P	P	P	P	A			P			16.80.330
Secondhand stores/pawn shops							A	A	A							
Shopping centers																
Neighborhood							A	A								16.80.330
Community							A	A								16.80.330
Regional								C	C							16.80.330
Warehouse retail stores							C	C	C							16.80.330
<b>SERVICES</b>																
Adult day care facilities					L	A	P	P	P				A	L		
Animal services																
Kennel and boarding facilities	A				A						A	A				
Pet grooming	A				A	P	P	P	P	L						

Training facilities	A				A		L	L		L	L	L				
Veterinary clinics and animal hospitals	A				A	C	L	L	P	L	L					16.80.370
Auto/vehicle services																
Car washes							A	A	A	A	A		P			
Fueling stations						A	L	L	L	A	L		P			16.80.320 16.80.340
Inoperable vehicle storage											L	L				
Maintenance/minor repair						A	P	P	P	A	P	P	P			16.80.320
Major repair/body work										A	P	P	P			16.80.340
Parking facilities		C	C	C	A	A	P	P	P	P	P		P	L		16.64.080
Vehicle storage								L		L	L	L	L	P	L	
Child care facilities																
Child care centers	C	C	C	C	C	A	A	A	A	A			A	L		16.80.100
Large family child care homes	A	A	A	A	A	A	A	A						A		16.80.100
Small family child care homes	P	P	P	P	P	P	P	P						P		
Equipment rental								L	P	A	P		P			

**TABLE 2-2  
ALLOWABLE LAND USES AND PERMIT REQUIREMENTS**

LAND USES	PERMIT REQUIREMENT BY ZONING DISTRICT															SPECIFIC USE STANDARDS
	RE	RL	RM	RH	CO	CN	CG	CD	CL	CA	IL	IG	PT	PF	OS	
Funeral facilities and services																
Cemeteries		C	C	C	C		C	C		C	C	C		C	C	
Mortuaries							C	C		C	A	A		A		
Funeral homes					A	A	A	A		A						
Health/fitness facilities						P	P	P	P	L						
Lodging facilities																
Bed and breakfast		C	C	C	A	A	A	A						A		16.80.090
Extended-stay facilities							A	A	A							
Single room occupancy facilities (SROs)							A	A								
Hotels and motels					A		A	A	A				P			
Massage establishment																
State certified					P	P	P	P	P							
Non-certified						C	C	A	A							
Medical marijuana dispensaries																16.80.195
Medical services																
Ambulance service					A		P	P	P	L	P		P	L		
Clinics and laboratories					L	A	P	P	P	L			P	L		
Extended care	C	C	C	A	A		A	A						L		
Health-related					A	A	A		A					A		16.80.190
Hospitals					C		C	C						C		
Medical Cannabis Dispensaries							C		C		C	C				16.80.195
Medical-related facilities					P	P	P	P	P					P		

Personal services— Restricted						C	C	A	A							
Personal services— Unrestricted						P	P	P	P				P			
Personal storage facilities (mini-storage)							A		L	L	P	P	P			16.80.200
Repair services						P	P	P	P	P	P					
Sanitary services											C	A	P	L		16.36.080
Social services facilities																
Drug abuse, alcohol recovery/treatment facility					A		A	A						A		
Feeding centers								C			C	C		A		
Homeless shelters				C	C		C	C			C			A		
Transitional housing				C	C		C	C			C			A		16.80.350
<b>TRANSPORTATION AND COMMUNICATION USES</b>																
Broadcasting studios						A		P	P	A	P	P	P	L		
Communications facilities																
Minor		E	E	E	P		P	P	P	P	P	P	P	P	P	Ch. 16.44
Major					A		A	A	A	A	A	P	P	A		Ch. 16.44
Transit stations and terminals							C	C			C	C	P	C		
Vehicle and freight terminals											A	L	P			
<b>OTHER USES</b>																
Live-work space						L	P	P	P	P		P				

**TABLE 2-2**  
**ALLOWABLE LAND USES AND PERMIT REQUIREMENTS**

LAND USES	PERMIT REQUIREMENT BY ZONING DISTRICT															SPECIFIC USE STANDARDS
	RE	RL	RM	RH	CO	CN	CG	CD	CL	CA	IL	IG	PT	PF	OS	
Major impact facilities												C	C	C		
Motion picture production								P			P	P	P			
Multi-use facilities					A	L	A	A	A		A	A	P			16.80.230
Public and semipublic utility facilities	A	A	A	A	A	A	P	P	P	L	P	P	P	L		
Public institutions	C	C	C	C	C	C	C	C	C		C	C	L	L		
Signs—Off-premises							E	E	E		E	E	E	E		16.76.110

**Key:** P = Use permitted L = Land development permit required A = Administrative use permit required  
C = Commission use permit required E = Use not allowed, except under special circumstances  
Empty box = Use not allowed

**Notes:** See Section 16.20.020 for an explanation of the table and each land use permit requirement.  
A use permit shall be required of any new commercial, industrial, institutional, or accessory use, or major addition that involves the manufacture, storage, handling, or processing of hazardous materials in compliance with Section 16.36.080 (Hazardous materials).

See Division 8 for definitions of the listed land uses.

Home occupations require a home occupation permit (Chapter 16.132).

### SECTION III. AMENDMENT OF CODE

Section 16.80.020.B.4 “Motorized Food Wagons” is hereby amended to read:

4. **Motorized Food Wagons.** Motorized food wagons shall:
  - a. **Private Property.**
    - i. Be incidental to a primary use with a valid business license; a temporary motorized food wagon shall not be the primary use of a parcel. Motorized food wagons shall not be permitted as an accessory use to a stand-alone parking lot (auto/vehicle services—inoperable vehicle storage/parking facilities, public/vehicle storage);
    - ii. Be located in industrial and commercial zoning districts. Use of motorized food wagons during special events shall be permitted subject to Chapter [16.164](#) (Temporary Activity Permits);
    - iii. Not be located on a vacant parcel;
    - iv. Be located on pavement per City standards;
    - v. Not utilize, or be located on, parking spaces required for the primary use. At least two (2) parking spaces, in addition to those required for the primary use, shall be provided for the motorized food wagon operation;
    - vi. Not interfere with access, driveways, aisles, or circulation, and shall not operate in a place where the operation will create a traffic hazard;
    - vii. Comply with the requirements of the County Health Department;
  - and
  - b. **Public Right-of-Way.** Only be permitted on public rights-of-way, subject to Section [5.08.280](#) of the Municipal Code.

### SECTION IV. AMENDMENT OF CODE

Section 16.240.020 “Definitions of specialized terms and phrases” is hereby amended by changing the definition of Fueling Stations within the Land Use category of Auto and Vehicle Services to read as follows:

† **Auto and Vehicle Services (Land Use).** The repair, alteration, restoration, towing, painting, cleaning (including self-service and attended car washes), or finishing of automobiles, trucks, recreational vehicles, boats, and other vehicles as a primary use, including the incidental wholesale and retail sale of vehicle parts as an accessory use.

This use includes:

1. **Car Washes (Land Use).** Permanent, self-service, and/or attended car washing establishments, including fully mechanized facilities. May include detailing services. Temporary car washes are fund-raising activities where volunteers wash vehicles by hand, and are subject to the requirements of Chapter [16.164](#) (Temporary Activity Permits).
2. **Fueling Stations (Land Use).** A retail business selling gasoline or other motor vehicle fuels for gasoline-powered vehicles or charging of electric vehicles, which may also provide services which are incidental to fuel services. These secondary services may include vehicle engine maintenance and repair and towing, as well as minor, accessory retail sales. Includes gasoline stations and service stations. Does



not include the storage or repair of wrecked or abandoned vehicles (“Recycling and waste facilities”); vehicle painting, body or fender work (“Auto and vehicle services—Major repair/body work”); trailer rental service (“Outdoor retail sales and activities”); or the rental of vehicle storage or parking spaces (“Auto and vehicle services—Parking facilities” and “Auto and vehicle services—Vehicle storage”).

3. **Inoperable Vehicle Storage (Land Use).** Facility for the storage of vehicles with no functioning means of propulsion.

4. **Maintenance/Minor Repair (Land Use).** Facilities specializing in limited aspects of repair and maintenance. Includes muffler and radiator shops and quick-lube.

5. **Major Repair/Body Work (Land Use).** Repair facilities dealing with entire vehicles, including repairs requiring the need to pull the engine. Includes towing, collision repair, other body work, and painting services; and tire recapping establishments.

6. **Parking Facilities (Land Use).** Any area in, under, or outside of a building or structure that is designed and used primarily for the temporary parking of operable motor vehicles, including parking lots, garages, and park and ride lots. Does not include parking facilities needed to meet off-street parking requirements.

7. **Vehicle Storage (Land Use).** Service establishments in the business of storing operative cars, trucks, buses, recreational vehicles, boats, and other motor vehicles for clients. Includes long-term public and commercial garages, parking lots and structures, except when accessory to a primary use. (All primary uses are considered to include any customer or public use off-street parking required by the Development Code.) Includes sites where vehicles and/or trailers are stored for rental or leasing. Does not include dismantling yards (“Recycling facilities—Scrap and dismantling yards”).

## SECTION V. AMENDMENT OF CODE

Section 16.240.020 “Definitions of specialized terms and phrases” is hereby amended by changing the definition of Specialized Education and Training and adding the definition of Truck and Heavy Equipment and Training within the Land Use category of Educational Facilities to read as follows:

† **Educational Facilities (Land Use).** Facilities that provide for the education and/or training of individuals or groups.

1. **Academic Schools—Private (Land Use).** Any privately-owned and operated elementary or secondary academic educational facility.

2. **Academic Schools—Public (Land Use).** Public elementary schools, middle schools, secondary schools, high schools, community colleges, colleges, universities, and any other public school providing academic instruction for students from kindergarten through 12th grade and higher.

**3. Colleges and Universities—Private (Land Use).** Any privately-owned college, university, medical school, law school, or institution of higher education, not including vocational and technical schools.

**4. Equipment Repair and Maintenance Training (Land Use).** Facilities and programs for training students in the repair and maintenance of business equipment and consumer products, including: computers and other electronic equipment; television and radio and other appliance repair; watch, clock, and jewelry repair; re-upholstery and furniture repair; and shoe repair.

**5. Specialized Education and Training (Land Use).** Facilities for instructing and training students in a variety of specialized programs. These uses include the following:

art schools	firearms training center
ballet and other dance academies	gymnastics
business and secretarial schools	language schools
computers and electronics training schools	martial arts schools
courses by mail	music schools and academies
drama schools	professional schools (accounting, computer, etc.)
driver education schools – passenger vehicles	seminaries/religious ministry training facilities

Also includes facilities, institutions, and conference centers that offer specialized programs in personal growth and development, including fitness, environmental awareness, arts, communications, and management. Does not include pre-schools and child day care facilities (“Child care facilities”); law and medical schools (“Educational facilities, academic schools—Public” and “Colleges and universities—Private”).

**6. Vehicle Repair and Maintenance Training (Land Use).** Facilities and programs for training students in the repair and maintenance of vehicles, including: repair, alteration, restoration, towing, painting, cleaning, or finishing of automobiles, motorcycles, trucks, recreational vehicles, boats, and other vehicles.

**7. Vocational and Technical Schools (Land Use).** Also known as trade schools or technical colleges, these schools focus on skills training for particular jobs or career fields, rather than on academics in the liberal arts. Programs at these schools typically last one (1) to two (2) years full-time, although students may attend part-time, and students may obtain diplomas, certificates or associate degrees, depending on the length of the program. This use typically includes the following programs: nursing and occupational therapy, computer programming, carpentry, plumbing, accounting clerk, dental hygienist, veterinary technician and welder.

**8. Truck and Heavy Equipment and Training (Land Use).** Facilities for instructing and training students in a variety of truck, construction and heavy equipment vehicles.

## SECTION VI. AMENDMENT OF CODE

Section 16.240.020 “Definitions of specialized terms and phrases” is hereby amended by changing the definition of Mortuaries and adding the definition of Funeral Homes within the Land Use category of Funeral Facilities and Services to read as follows:

† **Funeral Facilities and Services (Land Use).** Facilities providing interment services. Includes:

1. **Cemeteries (Land Use).** Establishments engaged in subdividing property into cemetery lots and offering burial plots or air space for sale. Includes animal cemeteries; cemetery, mausoleum, cinerarium, and columbarium operations.
2. **Mortuaries (Land Use).** Establishment where deceased are prepared for burial or cremation, and funeral services may be conducted. Includes crematoriums.
3. **Funeral Homes (Land Use).** Establishment where funeral services are conducted without preparation of deceased for burial or cremation. Excludes Religious Facilities.

## SECTION VII. SEVERABILITY.

If any section of this ordinance or the application thereof to any person or circumstance is held invalid, that 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 VIII. EFFECTIVE DATE.

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

ADOPTED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

\_\_\_\_\_  
ANTHONY SILVA  
Mayor of the City of Stockton

ATTEST:

\_\_\_\_\_  
BONNIE PAIGE  
City Clerk of the City of Stockton

**1      14-0741      ANNUAL BOARD AND COMMISSION REPORT FOR THE PUBLIC  
ART ADVISORY COMMITTEE FOR THE PERIOD COVERING JULY 1,  
2013 THROUGH JUNE 30, 2014**

*Report of Chair Tom Bowe for the 12 month period ending June 30,  
2014.*

**Department:** Community Services

**Attachments:** 2014-07-02 Public Art Advisory Committee Annual Report



# City of Stockton

## Legislation Text

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File #: 14-0741, Version: 1

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### ANNUAL BOARD AND COMMISSION REPORT FOR THE PUBLIC ART ADVISORY COMMITTEE FOR THE PERIOD COVERING JULY 1, 2013 THROUGH JUNE 30, 2014

Report of Chair Tom Bowe for the 12 month period ending June 30, 2014.

**Commission Name:** Public Art Advisory Committee

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**Reporting Period (12 months prior):** July 1, 2013 - June 30, 2014

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**Description of Commission**

The Public Art Advisory Committee is responsible for implementing the City's Public Art Master Plan. The Committee develops the annual plan which determines which public art projects, when approved by Council, will be undertaken in any given year. The Committee also oversees the process by which artists are selected for public art projects and is responsible for educational programs on public art.

**Regular Meeting Dates & Times**

Meets at 4:00 p.m. on the 1st Wednesday of every other month  
Chavez Central Library, Admin Conference Room  
605 N. El Dorado Street, Stockton CA 95202

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**Attendance Summary**

Number of Meetings Held		
Commissioner Name	Number of Absences	Excused Absences
Renna Beinoris		
Thomas Block		
Tom Bowe		
Bill Cook		
David Harrington		
Marie Mallare-Jimenez		
Lauren McColl		
Michael Ordonia		
Gary Putnam		

**Ethics Training Required**    Yes / ☐ No

Commissioner Name	Date Due	Date Completed
Renna Beinoris		
Thomas Block		
Tom Bowe		01/31/2013 (Next Due 01/31/2015)
Bill Cook		
David Harrington		
Marie Mallare-Jimenez		
Lauren McColl		
Michael Ordonia		
Gary Putnam		01/31/2013 (Next Due 01/31/2015)

**Statements of Economic Interest (Form 700) Required    Yes / ☐ No**

Commissioner Name	Date Filed
Renna Beinoris	03/17/2014
Thomas Block	01/13/2014
Tom Bowe	03/17/2014
Bill Cook	03/17/2014
David Harrington	03/17/2014
Marie Mallare-Jimenez	01/28/2014
Lauren McColl	03/17/2014
Michael Ordonia	01/22/2014
Gary Putnam	03/17/2014

**Accomplishments and Comments****Challenges:****Goals:**



**2      14-0750      ANNUAL BOARD AND COMMISSION REPORT FOR THE WATER  
ADVISORY GROUP FOR THE PERIOD COVERING JULY 1, 2013  
THROUGH JUNE 30, 2014**

*Report of Chair Bill Loyko for the 12 month period ending June 30,  
2014.*

**Department:** Municipal Utilities

**Attachments:** 2014-07-02 Water Advisory Group Annual Report



# City of Stockton

## Legislation Text

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File #: 14-0750, Version: 1

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### ANNUAL BOARD AND COMMISSION REPORT FOR THE WATER ADVISORY GROUP FOR THE PERIOD COVERING JULY 1, 2013 THROUGH JUNE 30, 2014

Report of Chair Bill Loyko for the 12 month period ending June 30, 2014.

**Commission Name:** Water Advisory Group

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**Reporting Period (12 months prior):** July 1, 2013 - June 30, 2014

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**Description of Group**

To advise the Council Water Committee on current and future issues impacting water, wastewater, and storm water utilities for the City of Stockton, including the review of the Department of Municipal Utilities monthly Operations and Maintenance Report.

**Regular Meeting Dates & Times**

First Wednesday of each month at 3:30 p.m.

Municipal Utilities Department

2500 Navy Drive, Stockton CA 95206

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**Attendance Summary**

Number of Meetings Held	9	
Member Name	Number of Absences	Excused Absences
Robert Bivens	4	1
Renee Elliott	0	0
Ernesto Gonzalez	3	0
Bill Loyko	1	3
Arthur Paullus	0	1
Jeff Sanguinetti	0	3
Paul Sensibaugh	0	2

**Ethics Training Required    Yes / ☐ No**

Member Name	Date Due	Date Completed
Robert Bivens – appointed 05/21/2013	<b>05/21/2014</b>	
Renee Elliott		01/29/2014
Ernesto Gonzalez– appointed 05/21/2013	<b>05/21/2014</b>	
Bill Loyko– appointed 05/21/2013	<b>05/21/2014</b>	
Arthur Paullus		01/31/2014
Jeff Sanguinetti– appointed 05/21/2013	<b>05/21/2014</b>	
Paul Sensibaugh		01/29/2014

**Statements of Economic Interest (Form 700) Required    Yes / ☐ No**

Member Name	Date Filed
Robert Bivens	
Renee Elliott	03/26/2014
Ernesto Gonzalez	04/01/2014
Bill Loyko	04/01/2014
Arthur Paullus	02/14/2014
Jeff Sanguinetti	04/07/2014
Paul Sensibaugh	11/25/2013

**Accomplishments:**

Over the past year, the Water Advisory Group was presented with, and has participated in discussions on, a variety of operational items at the Municipal Utilities Department (MUD). The most significant of these include:

- Selection of the Headworks design firm for the Capital Improvement and Energy Management Plan (CIEMP),
- Updates on negotiations related to the construction claim filed on the Delta Water Supply Project Intake Pump Station Project,
- Discussion of the Tentative Order leading to a new Wastewater National Pollution Discharge Elimination System (NPDES) permit and new treatment requirements,
- Status reports on a new Stormwater NPDES permit,
- Discussion of the renegotiation of the California Sportsfishing Protection Alliance (CSPA) Consent Decree requirements for reduction of annual Sanitary Sewer Overflows,
- Participation in final drafting of the City's new Lateral Ordinance,
- Presentation on the 2010 Water Bond Refinance,
- Status reports and presentation on the Chloramine conversion project,
- Regular review and discussion of the Monthly Operations and Maintenance Report (MOMR),
- Ongoing discussion on the need for revision of the Stormwater rates,
- Presentation and discussion on the pipe collapse in Boggs Tract and the revisions to the televised pipe review to prevent future occurrences, and
- City's water supply and the current drought conditions.
- Supported the Department's efforts to provide specialized math tutoring to assist operators in passing their certification exams.

Updates are provided regularly by MUD staff on statewide water issues that may affect the City, such as the Bay-Delta Conservation Plan (BDGP) and Delta Coalition. To stay familiar with the utility operations and issues being discussed, the WAG participated in tours of both the Delta Water Treatment Plant and the Regional Wastewater Control Facility.

The WAG makes quarterly reports to the Council Water Committee on their activities and provides MUD Staff with regular review of their Monthly Operations and

## Maintenance Report.

### **Challenges:**

As with many committees and groups, it is difficult to find willing and interested volunteers to participate. A portion of this past year was spent with vacancies on the group. We estimate this will be an on-going challenge. A revision to the groups By-Laws is being considered that would coincide better with the Council appointment process and create a more functional year for the group.

Due to the monthly meeting schedule, with the quarterly meeting being an update to the Council Water Committee, some informational items received by the group are after the fact.

### **Goals:**

1. Continue to provide regular review and discussion on items reported in the Monthly Operations and Maintenance Report.
2. Review of the budget for a better understanding of the utility finances.
3. Continue an open dialogue with staff to stay abreast of issues facing the department.